

## SERVICE LEVEL AGREEMENT

### Between RDS Hosting and their Customers

This Service Level Agreement (SLA) applies to all RDS Hosting Customers in good standing. RDS Hosting understands that continuous system performance is imperative to our Customer's business. Therefore, it is our goal to achieve the highest level of electrical and network availability. RDS Hosting has engineered a redundant system of building, personnel, network, electrical and heating, ventilation, air conditioning components to minimize single points of failure and maximize the uptime we provide to our Customers. RDS Hosting will **continually monitor** our systems to **perform this high level of service**, and have processes and systems in place to **predict and prevent outages**.

### Network Service

RDS Hosting will provide continuous network availability to the Customer's cage(s). Combined network service will be provided with a service level of 100% availability not including Scheduled or Emergency Service outages.

Network Availability is defined as the functioning of RDS Hosting' routers, switches, and cabling but does not include customer owned servers, software, routers, switches and cabling.

Network downtime exists when a particular customer is unable to transmit or receive data throughout the combined network consisting of RDS Hostings' infrastructure and the failure is recorded within the RDS Hosting ticketing system.

Downtime is measured from the time that the ticket is filed within the RDS Hosting Ticketing System by a RDS Hosting employee to the time that the customer is once again able to transmit and receive data throughout the combined network.

### Customer Reimbursement:

In the unlikely event that service is interrupted beyond the service level, RDS Hosting will credit the customer 5% of their monthly fee for each 15 minutes of outage up to 100% of the Customer's monthly fee. To obtain credit email [billing@rdshosting.net](mailto:billing@rdshosting.net) with your account name along with the time of and time span of the outage. Accounts must not be past due when requesting an SLA credit. All credits must be requested within 30 days of the outage.

**Scheduled Service Outages:**

RDS Hosting will take all reasonable efforts to conduct maintenance operations without service interruption to our customers and to preserve the use of schedule service outages for necessary services in order to maintain availability of services to Customer. However, occasionally scheduled outages will need to be performed that may interrupt customer operations. With the exception of emergency situations, RDS Hosting will notify Customer with a minimum of one week's advance notice of scheduled service outages. All cases except emergency events will be performed during RDS Hosting standard maintenance window from 1:00 AM until 6:00 AM local time. During these windows, RDS Hosting will help customers understand what operations will and may be affected.

**Emergency Service Outages:**

It is a primary goal of all RDS Hosting employees and the company to ensure the best possible service and availability of service to our Customers. To achieve this goal, RDS Hosting has employed qualified staff, created and practice stringent procedures, and have installed the highest quality equipment. However, occasionally incidents occur unexpectedly due to a variety of reasons that may affect Customer's web site and it's performance. In order to ensure the highest level of reliability to all of our customers, RDS Hosting may need to perform emergency service outages to rectify equipment issues before they could cause a more severe incident. Emergency service outages may reduce or prevent notification to Customer.

**Unscheduled Outage:**

Unscheduled outages are those that were neither scheduled nor emergency outages that prevent Customer's equipment from being able to conduct network data transmission or operate. Such outages are recorded from the moment they are recognized by RDS Hosting staff or monitoring equipment until network or electrical performance is returned to full service.

RDS Hosting Inc.  
401 Keenleyside Street  
Winnipeg, Manitoba, Canada  
R2K 3B7