Service Level Agreement for Web Hosting

1. Coverage; Definitions

   This Web Hosting Availability Service Level Agreement (SLA) applies to you ("customer") if you have ordered any of the following Web Hosting account services (the "Services") from OuterEdge UK Ltd ("OuterEdge") and your account is current (i.e., not past due): Shared Web Hosting Plans or Virtual Private Servers. As used herein, the term "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the Services are available for access by third parties via HTTP, as measured by OuterEdge.

2. Service Level

   2.1 Goal:

   OuterEdge's goal is to achieve 100% Web Hosting Availability for all customers.

   2.2 Remedy:

   Subject to Sections 3 and 4 below, if the Availability of customer's Web Hosting is less than 99.99% in any month, OuterEdge will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected services:

Service Availability	Credit Percentage
99.99% to 100%	0%
95% to 99.98%	10%
90% to 94.9%	50%
89.9% or below	100%

3. Exceptions

   Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Hosting Availability caused by or associated with:

   3.1 circumstances beyond OuterEdge's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain supplies, or power used in or equipment needed for provision of this SLA.

   3.2 attacks by viruses or hackers, including Distributed Denial of Service (dDoS) attacks against OuterEdge's network.

   3.3 failure of access circuits to the OuterEdge Network, unless such failure is caused solely by OuterEdge.

   3.4 scheduled maintenance and system upgrades, or emergency maintenance.

   3.5 DNS issues outside the direct control of OuterEdge.

   3.6 issues with 3rd party mail systems, including refusal or rejection of email by 3rd party mail systems.

   3.7 false SLA breaches reported as a result of outages or errors of any OuterEdge measurement system.

   3.8 customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, any negligence, willful misconduct, or use of the Services in breach of OuterEdge's Terms and Conditions and Acceptable Use Policy.

3.9   DNS (Domain Name Server) Propagation.

3.10 outages elsewhere on the Internet that hinder access to your account. OuterEdge will guarantee only those areas considered under the control of OuterEdge: OuterEdge server links to the Internet, OuterEdge's routers, and OuterEdge's servers.

4   Credit Request and Payment Procedures

In order to receive a credit, customer must make a request for credit by email to OuterEdge. Each request in connection with this SLA must include customer's account reference (per OuterEdge's invoice) and the dates and times of the unavailability of customer's Web Hosting and must be received by OuterEdge within ten (10) business days after customer's Web Hosting was not available. If the unavailability is confirmed by OuterEdge, credits will be applied within two billing cycles after OuterEdge's receipt of customer's credit request.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total Web Hosting fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by OuterEdge and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability of customer's Web Hosting.