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Service Level Agreement - Hosting

This Hosting Service Level Agreement ("Agreement") is a contract between the person or entity using the Company's Services ("Customer") and Sora Solutions Services AG ("Company") and applies to Customer's use of the Company's Services. Customer must read, agree with and accept all of the terms and conditions contained in this Agreement. The Company may amend this Agreement at any time by posting a revised version on its website.

1. Services.

The purpose of this Agreement, the services to be provided by the Company ("Services") are those services, which Customer requested be supplied by the Company and for which Customer agreed to pay based on Customer's clicking through the options on the Company's website.

2. Technical Support.

The Company provides Customer with technical support on setup of Customer's account on one or more of the Company's servers, access, and other server related issues to the primary technical contact free of charge. The Company does not provide support free of charge for web applications, third party software, scripts, or components from third parties or developed by Customer.

The Company's servers are monitored 24 hours per day, 7 days per week, 365 days per year and support agents are available by email as posted in the support section of the Company's website. In case of an operational problem, please send us a message with the full description of the problem and Customer's account username. Please do not send multiple messages on the same issue. Email issues must be addressed to the appropriate email account specified in the support section of the Company's website. Email containing support issues sent to other departments such as billing or sales may not be answered.

3. Billing and other account related inquiries.

All inquiries regarding the Company's billing for its services should be sent to the address specified in the members section of the Company's website.

All inquiries regarding reselling the Company's services, purchasing of new accounts and available discounts should be addressed to the address specified in the members section of the Company's website.

4. Escalation.

If Customer is dissatisfied with the Company's Service or if Customer is unable to resolve a technical support issue within the processes outlined in this Agreement please contact Company's Hosting Product Manager at the address specified in the members section of the Company's website regarding Customer's concerns. The Hosting Product Manager will review Customer's concerns, investigate, and respond to Customer before cob on the day following the receipt of the issue. As issues may be complex or require extensive investigation, the foregoing response time does not imply that a resolution is guaranteed within said one (1) business day.

5. Online tools, control panel, and server management.

Customer is provided with certain online tools, and the Company expects Customer to use these tools to perform all available account and server management tasks.

These tools, together with server management documentation and help, are available online at the support section of the Company's website. If Customer experiences difficulty using these tools, the Company's technical support personnel will help Customer learn how to use these tools. However, the Company's technical support personnel shall not be expected to perform for Customer the tasks that can be done through the available tools. In case of contact with our technical support after 15min. the regular hourly rate will be charged.

6. Servers Availability.

The Company is fully committed to providing quality service to all customers. To support this commitment, the Company provides the following commitments and tools related to this Agreement.

6.1 Application (Web) Server.

(a) Availability. The Company guarantees a 99.9% rolling 30 days average of scheduled availability of its Application (Web) Servers. Application (Web) Server availability is defined as Customer's ability, via web browser, to retrieve the HTTP headers from a hosting server. The Company does not monitor availability of individual web sites but only monitors the server availability as a whole.

(b) The Company calculates server uptime based on the following procedure. The Company will ping the HTTP service on the server by retrieving HTTP headers every 5 minutes with a 30-second threshold. If an HTTP service does not respond, the server is considered non-operational and is automatically rebooted. If rebooting the server does not solve the problem, it is immediately escalated to the Support Center.

In cases of two or more consecutive HTTP tests fail, the server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded.

6.2 Mail Server.

(a) Availability. The Company guarantees a 99.9% rolling 30 days average of scheduled availability of its mail servers. Mail server availability is defined as the client's ability to send (SMTP) and retrieve (POP3) e-mail via the particular mail server. The Company does not monitor individual mail accounts, but only monitors the server as a whole. Mail server unavailability caused by denial-of-service attacks, mail bombing, and other flooding techniques is not included in uptime calculations.

Mail delivery protocol (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of e-mail messages. In the case that the first delivery attempt is failed, the mail server will continue to attempt to deliver messages to the addressee according to a predefined schedule. In the case that the messages cannot be delivered for a period of time exceeding 48 to 72 hours, the messages are returned to the sender.

(b) The Company calculates server uptime based on the following procedure. The Company will ping the SMTP and POP services (retrieve SMTP and POP headers) every 5 minutes with a 30-second threshold. If either service does not respond, the service is considered non-operational and is automatically restarted. If two or more consecutive SMTP or POP tests fail, the problem is immediately escalated to the Support Center.

In cases where two or more consecutive SMTP or POP tests fail, the server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. The Company calculates server uptime based on this type of server monitoring.

6.3 Network Availability.

Network availability is defined as the Company's network's ability to pass incoming and outgoing TCP/IP traffic. A server's unavailability caused by network unavailability is not included in server uptime. Interruptions of service due to problems on the backbone or on the Customer's portion of the network are beyond the Company's control and are not included in uptime calculations. Interruptions of service caused by denial of service or similar attacks are beyond the Company's control and are not included in uptime calculations.

6.4 Scheduled Maintenance.

To guarantee optimal performance of the servers, the Company will perform maintenance on the servers on a routine basis. Such maintenance often requires taking Company servers off-line. Company reserves two hours of server unavailability per month for maintenance purposes. This server unavailability is not included in server uptime calculations. The maintenance typically is performed during off-peak hours. Company provides Customer with advance notice of maintenance whenever possible.

6.5 Penalty for Non-Compliance.

(a) Application Server Availability. Upon Customer's notice to the Company, if availability of any server for the month is below the guaranteed level, the Company will refund to Customer, according to the schedule below, a portion of the monthly fees charged for the month during which such loss of server availability occurred:

Server availability 99.0% – 99.9%: 5% of monthly fee credited

Server availability 98.0% – 98.9%: 10% of monthly fee credited

Server availability 95.0% – 97.9%: 15% of monthly fee credited

Server availability 90.0% – 94.9%: 25% of monthly fee credited

Server availability 89.9% or below: 25% plus 2.5% for every 1% of lost availability

To receive the refund, Customer must specifically request it during the month following the month for which the refund is requested. Customer must provide all dates and times of server unavailability along with Customer's account username. This information must be submitted to the Company Support Department. The Company will compare information provided by Customer to the server availability monitoring data that the Company maintains. A refund is issued if the unavailability warranting the refund is confirmed.

(b) Maximum Total Penalty. The total refund to Customer for any Service shall not exceed 50% of the monthly fees charged to that Service during the month for which the refund is to be issued.

(c) Credits may not be issued if Customer account is past due, suspended, or pending suspension.

7. Server Storage Capacity.

Each account is allotted storage capacity on the Company's servers according to the plan or options selected by Customer. This storage size can be increased through the online control panel for an additional charge up to the maximum amount allowed for each plan or service, as described on the Company's website. The servers may stop accepting, processing, or delivering data when the purchased limit is reached, thus causing server unavailability or data loss. The Company shall not be held responsible for such unavailability or data losses.

8. Ownership of Data.

All data (a) created by Customer and/or (b) stored by Customer within Company's applications and on the Company's servers are Customer's property and is for Customer's exclusive use unless access to such data is permitted by Customer. The Company shall allow access to such data by authorized Company personnel and shall provide access in compliance with the Company's Privacy Policy. The Company makes no claim of ownership of any web server content, e-mail content, or any other type of data contained within the Customer's server space and applications on the Company's servers.

9. Data Integrity.

The Company employs RAID techniques to ensure the integrity of the data on its servers, and the data is written to two disks simultaneously to prevent data loss in the event of hardware failure. The Company reserves the right to place accounts on non-RAID servers as necessary. Routine backups are performed for emergency recovery purposes only. The Company shall not restore the data upon Customer's request. Web server raw log files are not included in the backups and cannot be recovered during server restoration.

In the event of data corruption, hardware failure or other data loss, the Company will make efforts to restore lost or corrupted data from server backups. The Company shall not be responsible for lost data or site content. The Company recommends that Customer maintain a local copy of all data uploaded or stored on the Company servers.

10. Data Retention.

THE COMPANY SHALL NOT RETAIN ANY OF CUSTOMER'S DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED (A) FROM THE SERVERS AT THE TIME THE ACCOUNT IS TERMINATED AND (B) FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. THE COMPANY SHALL NOT RESTORE, "BURN" TO CD, OR SEND OUT ANY DATA PERTAINING TO TERMINATED ACCOUNTS.

11. Customer Responsibilities.

To access the Company Services Customer must provide to the Company the following minimum requirements:

- (a) an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading.
- (b) a fully functional Internet browser.
- (c) a fully functional POP/SMTP e-mail program (client).
- (d) tools to develop and publish content as Customer deems necessary.
- (e) tools to access database servers if such services are purchased by Customer as part of the Services.

12. Privacy Statement.

The Company values the privacy of its customers. Please refer to The Company's Privacy Policy for further information.