



## **OLM, LLC Service Level Agreement**

OLM, LLC (herein referred to as OLM) is committed to providing you with superior network performance, service and support. Our Service Level Agreement (SLA) provides uptime guarantees if you have ordered a shared web hosting account, Ecommerce, VPS, or dedicated server and your account is in good financial standing. Hardware replacement guarantees are additionally provided for dedicated servers. Any SLA credits are applied as a credit toward future services. Customers currently in arrears or in collections for monthly service payments do not qualify for any SLA credits or claims. Any past service issues or credits in no way affect any current SLA claims.

CUSTOMERS WITH RESELLER ACCOUNTS, DEDICATED SERVERS, OR VIRTUAL PRIVATE SERVERS ARE ONLY ELIGIBLE FOR SLA CLAIMS BASED ON THE MONTHLY AMOUNT OF THE BASE ACCOUNT CHARGE. OLM DOES NOT PROVIDE FOR ANY SLA CREDIT ON "RESOLD" ACCOUNTS, SUB ACCOUNTS, DOMAINS WITHIN A RESELLER ACCOUNT, VIRTUAL PRIVATE SERVER, OR DEDICATED SERVER. WE HIGHLY RECOMMEND CUSTOMERS WHO "RESELL" OLM'S SERVICES POST A DETAILED SLA ON THEIR WEBSITE. OLM IS IN NO WAY RESPONSIBLE FOR ANY LOSS OF REVENUE INCURRED DUE TO NETWORK OR SERVER DOWNTIME.

### **Network Uptime Guarantee**

OLM's servers connect to the Internet through redundant high-speed connections on diverse backbones ensuring data delivery to the end user in the fastest, most efficient manner possible. OLM guarantees a 99.9% network uptime excluding scheduled maintenance and previously notified upgrades. OLM's Cisco Powered Network combined with 24/7/365 monitoring by highly qualified network engineers and administrators, guarantee the functioning of all network infrastructure including routers, switches, and cabling 99.9% of the time.

### **Claims**

In the event that there is network outage, OLM will credit the monthly service charge for the following month's service as calculated below and as measured 24 hours a day in a calendar month, with the maximum credit not to exceed 25% of the monthly service charge for the affected month. Network outage means any outage in which end customers are unable to access the customer's site, due to a failure in OLM's network. OLM is not responsible for connectivity issues resulting from failure of any other network than one which is solely owned by OLM. OLM will ONLY be held responsible for its network and not for general conditions on the Internet. Delays that occur outside OLM's routers caused by backbone failures/congestion, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications, or third party services (including DNS propagation) resulting in degradation of service and high packet loss or similar conditions, cannot be guaranteed by OLM. When purchasing services from OLM, customer agrees that OLM will not be held responsible for any loss of sales or revenue as a result of network outages or website and server inaccessibility.

OLM will offer Network outage service credits to customers in accordance with the following schedule:

**Server Availability / Credit**

99.9% / Guaranteed

98%-99.8% / 5%

96%-98.99% / 10%

90%-95.99% / 15%

89.99% or below / 25%

**Hardware Replacement (Dedicated Servers Only)**

OLM uses top of the line hardware and components and will replace any failed component at no cost to the customer. Hardware repair/replacement will begin immediately upon identification of the hardware failure. Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card, and other related hardware included under the server lease. The time required to repair/replace hardware does not include software reinstallation and/or data recovery from backup tapes/disks (time frame depends on size of disk). The maximum credit shall not exceed 25% of the monthly service charge.

OLM will offer hardware replacement service credits to customers in accordance with the following schedule:

**Timeframe from Notification of Hardware Failure / Credit**

Within 4 Hours / Guaranteed

Within 4 Hours 1 Minute - 6 Hours / 5%

Within 6 Hours 1 Minute – 8 Hours / 10%

Within 8 Hours 1 Minute – 12 Hours / 15%

Greater than 12 Hours 1 Minute / 25%

**Service Credit Request Procedure**

In order for you to receive a credit on your account, you must request such credit within 72 hours after you experience hardware failure or network outage. You must follow these steps:

1. Send a request via email to [sla@OLM.net](mailto:sla@OLM.net) with your domain or account name in the subject.
2. Include all support ticket numbers in your email. Include your server name, your domain name, and your full address as shown on your invoices, and times of unavailability of your server and any additional information pertinent to the claim.
3. Credits will usually be applied to the following month's service within 30 days of OLM's acceptance of the request. Credit to your account shall be the sole and exclusive remedy in the event that there is a network outage or hardware failure.

**Claims Review Process**

All claims must be submitted via email to [sla@OLM.net](mailto:sla@OLM.net). Claims will be acknowledged within three (3) business days and reviewed within ten (10) business days of receipt. Upon coming to a decision, the customer will be notified via email whether the

appropriate service credit will be issued on the next invoice or reject the claim by specifying the basis for rejection.