

Hosting Service Agreement Addendum

Service Guarantee

LogicalSolutions.net will use its best efforts to provide consistent, reliable, high speed availability of its Internet and network services and will make every effort to keep those services available 24 hours a day, 365 days per year. LogicalSolutions.net guarantees 99.99% or greater Web Site Availability for all customers.

Subject to the exceptions noted below, if the availability of customer's Web site is less than 99.99% in a given month, LogicalSolutions.net 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:

Web Site Availability	Credit Percentage
98% to 99.99%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89.9% or below	100%

Exceptions

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

- A. Circumstances beyond LogicalSolutions.net's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- B. Scheduled maintenance and emergency maintenance and upgrades to both the LogicalSolutions.net network, which may include servers and network equipment, and the hosting facility, including but not limited to network devices and physical plant (HVAC, power, UPS). The hosting facility runs monthly generator tests;
- C. DNS issues outside the direct control of LogicalSolutions.net, including but not limited to failure of root servers or improper configuration of domain records;
- D. false SLA breaches reported as a result of outages or errors of any LogicalSolutions.net measurement system;
- E. Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of the hosting Contract;
- F. E-mail or webmail delivery and transmission;
- G. DNS (Domain Name Server) Propagation, exclusive of problems to specified DNS servers that control given client domains.

- H. Outages elsewhere on the Internet that hinder access to your account. LogicalSolutions.net is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. LogicalSolutions.net will guarantee only those areas considered under its control: servers and other network equipment.

Obtaining a Credit

An interruption period begins when Customer reports an issue with any hosting service provided by LogicalSolutions.net, through the opening of a trouble ticket. This information will then be verified by LogicalSolutions.net hosting operations staff. An interruption period ends when the affected service is operative.

A credit allowance is applied against the monthly recurring charges for the affected service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

Two or more interruptions of thirty minutes or more during any one 24-hour period shall be considered as one interruption.

Maximum Credit

In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total monthly recurring charges for that period for the service and facilities furnished by LogicalSolutions.net. LogicalSolutions.net shall issue only one credit for the same incident in the same month. The credits set forth in this SLA shall be LogicalSolutions.net's sole liability and Customer's sole remedy in the event of any interruption and under no circumstances shall an interruption be deemed a breach of the Agreement.

This document is a supplement to the general and in force Hosting Services Agreement governing all LogicalSolutions.net customers.