

REM – Internet Access & Hosting Service Level Agreement

1. General Overview

REM Web Solutions Inc. (REM), 240 King Street South Waterloo ON. , in the interest of building a strong business relationship, is pleased to provide a Service Level Agreement (SLA) for the Customer. SLA is an objective, not an agreement.

2. General Definitions

“REM Network” includes the following components that make up our network: gateway routers, core routers, aggregation routers, access routers, and connectivity to the Internet from the backbone. Also included is any equipment, components or elements, owned, installed or managed by REM.

“7/24/365” means Seven days a week, 24 hours a day, 365 days a year.

“Business Days” - All Intervals are measured in Business Days. Statutory Holidays are governed by the legislation of the applicable province.

“Mean Time To Restore (MTTR)” – see Section 5.2

“Month” = Number of days in a calendar month.

“Provisioning - On-Time Delivery” – see Section 5.3

“Service Availability” – see Section 5.1

“Site(s)” means the Customer address or location.

3. Service Level Principles

The principles under which REM shall provide this Service Level Agreement (SLA) to the Customer are as follows:

- Service Credits to the Customer are designed to demonstrate REM's willingness to partner with the Customer to deliver the service at or above the Service Level.
- The Customer must request Service Credits in writing within 30 days of the last day in the calendar month in which the failure occurred.
- For cascading failures, only the primary or causal failure is used in determining Service Levels and associated consequences. Only one Service Level Component metric can be used for determining Service Credits.
- In the event of the failure of REM to meet multiple Service Level Component metrics in a one-month period, the highest Service Credit will apply, not the sum of multiple Service Credits.
- The total amount that may be credited to a Customer under this agreement in any given month is limited to 25% of the Customer's monthly fee for the affected service.
- If the service installation charge (NRI) has already been waived under a prior agreement or promotion, a service credit for Provisioning – On-Time Delivery will not be provided.
- Service Levels are provided based upon the agreed upon REM Network design.
- Changes to business, technology improvements and changes to REM's services may result in a revision to the Service Level Components and Service Levels Component metrics.
- REM reserves the right, at any time, to change existing measurement tools or implement new measurement tools used in connection with the measurement of the Service Level Component metrics herein, provided that any such change or implementation will have the effect of meeting or exceeding the Service Level Component metrics set out in this Service Level Agreement.
- Any adjustments to the Service Level Component metrics will be posted on REM's website 30 days prior to any changes and sent to any customer requesting an updated copy.

4. Services Covered By This Agreement

4.1 Hosting Services

Shared Hosting

Shared Hosting is a service geared to businesses, self-employed individuals or organizations that want to create a corporate web presence but do not want to own or maintain their own web server. The customer simply creates their web site and transfers it to REM's web servers. Depending on the size and functionality of the web site, various web hosting options are available to accommodate disk space and monthly transfer.

4.2 Colocation / Internet Data Centre Services (IDCS)

Colocation Services allow a customer to physically place a server(s) at REM's data centre facilities. A customer can save time and cost by "co-locating" their server at one of REM's sites instead of developing similar facilities independently.

5. Internet Access and Hosting Service Level Guarantees

REM's customers will be treated as a group that has defined and measurable Service Level Components listed below. The table below provides an overview of REM's Service Level Components, broken down into measurable deliverables.

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5.1 Service Availability

Shared Hosting: Shared web hosting is considered to be unavailable if the REM hosted web site cannot be accessed (i.e. viewed) from the Internet due to problems on REM's network or hosting servers. Our uptime is over 99.5 %.

Colocation Services (IDCS): Customer-provided servers that are co-located at REM's Internet Data Centre are considered unavailable if Internet connectivity is interrupted or if there is a server outage caused by REM environmental failures in power and air conditioning. It does not include problems with hardware, software and operating systems that are customer owned and installed, or any problems resulting from customer actions. Our uptime is over 99.9 %.

Basis for Service Credits:

Calculation of the Service Availability objectives will be based on troubles reported by the Customer using REM's trouble ticketing systems. Service Outage Time begins when the Customer reports the trouble and releases the affected components to REM and ends when REM notifies the Customer that the problem has been resolved and the components are available to the Customer to use.

Compensation:

If REM is unable to meet the Service Availability metric as detailed above for the service during any one-month measurement period (as confirmed by REM), the Customer (upon written request to REM) will be provided with a Service Credit based on the total monthly recurring charges for the affected Internet Access Service and calculated in accordance with the following table. The Service Credit shall be applied to the next available billing.

Shared Hosting

Service Availability	Monthly Credit %
≥ 99.5%	0%
< 99.5% ≥ 99.3%	10%
< 99.3%	25%

Colocation Services (IDCS)

Service Availability	Monthly Credit %
≥ 99.8%	0%
< 99.8% ≥ 99.6%	10%
< 99.6%	25%

6. Excluded Items

- “Test and inquiry” trouble tickets
- “No Trouble Found” trouble tickets
- Outages where no trouble ticket has been established
- Disaster recovery activities.
- The failure of Customer premise equipment (including but not limited to routers and integrated modems) not supplied by REM as part of the service.
- Outages during any period when the Customer has released service to REM for the purpose of rearrangement of for the implementation of a Customer Order.
- Negligence of the Customer or parties authorized by the Customer other than REM.
- Outages due to labour difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond REM's reasonable control.
- Scheduled Maintenance Window. REM executes scheduled enhancements to its systems and network between the hours of 9PM and 11PM (Eastern Standard Time) Friday or Saturday evenings. Measurements during this period are excluded from the Service Level Agreement.
- Problems originating outside the REM Network. The Standard Service Levels cover the portion of the Service that is controlled by REM. For example, problems beyond REM's interconnection at the Internet Network Access Points (NAPs) are not applicable.