

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is part of Sharktech Inc.’s agreement with Customers (“Customer” or “Customers”) who purchase its Services, as stated in Sharktech’s Terms of Service. (“TOS”). This SLA states the service levels that Sharktech commits to providing to its Customers.

Network Service Guarantee

Sharktech guarantees that its network will function 99.99% of the time in providing the purchased Services, except for scheduled maintenance downtime and remote networks. Sharktech will provide reasonable notice to Customers in advance of scheduled maintenance downtimes. Sharktech reserves the right to engage in necessary emergency maintenance without prior notice.

Account Credits

If Customer notifies Sharktech of its failure to meet the Network Service Guarantee, it will issue a refund to the Customer in the form of credits to be furnished within two future billing cycles after the Customer's notification and verification by Sharktech’s Customer Portal. The service failure, with dates and times, must be reported to Sharktech Inc.'s Customer Portal within ten business days of the occurrence.

- Network Availability 99.0% - 99.99% : 10% of monthly fee credited
- Network Availability 98.0% - 98.9% : 15% of monthly fee credited
- Network Availability 95.70% - 97.9% : 20% of monthly fee credited
- Network Availability 90.0% - 94.9% : 25% of monthly fee credited
- Network Availability 89.9% or below : 5% credited for every 1% of lost availability

Credit Exclusions

Credits are not available if Customer is past due on his/her account or is suspended.

Credits are not available if Sharktech's network is obstructed by circumstances beyond the reasonable control of Sharktech Inc., including but not limited to, the failure of power, facilities, equipment or systems not provided by, owned or managed by Sharktech Inc. or other acts of Force Majeure as stated in Par. 19 of the TOS.

Colocation Service Hardware

Sharktech's Service Level Guarantee does not apply to hardware owned by Customers located within the data center premises.

Dedicated Server Hardware

Sharktech Inc. guarantees the uptime of its dedicated server hardware and will replace the failed equipment at no cost to the Customer. The replacement will occur within six hours of notification, which is to be reported to Sharktech Inc.'s HelpDesk, and covers failed RAM, processors, hard drives, motherboards, network cards and other hardware found to be at fault.

Network Traffic

Sharktech Inc. does not guarantee that its network traffic will follow any specific network path or will receive any quantified traffic allocation. Due to the inherent nature of networks, all traffic is ultimately shared and the path selection will be at the sole discretion of Sharktech Inc.

Service Management

All rendered services provided by Sharktech Inc. are considered unmanaged, unless otherwise expressly noted by prior

This SLA was last updated in November of 2022.