

## DTS SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support that apply when your account is in good financial standing.

### Downtime

A. For purposes of this Agreement, a Unit of Downtime is one period of at least 3 minutes during which access to your website is unavailable because of problems with hardware or system software. Downtime does not include (i) problems caused by factors outside of our reasonable control, (ii) problems resulting from any actions or inactions by you or any third party, (iii) problems resulting from your equipment and/or third-party equipment not within our sole control, or (iv) network unavailability during scheduled maintenance of our network and/or web servers.

B. In any calendar month, we guarantee that Downtime will not exceed 10 Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 0600 UTC and 0900 UTC. We work to ensure the functioning of all web servers through ongoing monitoring by our staff.

1. Lock-out from site due to login failures or other security responses by our Login Failure Daemon Firewall services do not count as Downtime under this agreement.

C. If Downtime exceeds 10 Units of Downtime in any calendar month, we will, upon your written request, credit your account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each instance of Downtime as that term is defined herein.

D. To receive Downtime Credit, you must request such credit by sending an email to [dfoote@dantechservices.com](mailto:dfoote@dantechservices.com) within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in your final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to you within thirty (30) days of the expiration of your service agreement.

### Technical Support

You may contact our technical support help desk via email at [dfoote@dantechservices.com](mailto:dfoote@dantechservices.com), or by telephone at **907.360.4754**. We may, from time to time, develop additional methods for you to contact the help desk, and will make information regarding such methods available at our website