



Dedicated Server Agreement & SLA

PLEASE RETURN THIS SIGNED AGREEMENT VIA FAX TO (913) 890-7705

This agreement ("Agreement") is between APH, Inc. (which may be doing business as Codero, or other "fictitious" names, and which is referred to in this Agreement as "Codero") and you.

The Codero Terms of Service Agreement ("TOS") (www.codero.com/legal/TOS.pdf) is incorporated by reference into this Agreement. By agreeing to the terms of this Agreement, you are thereby agreeing to this Agreement, the TOS, and Codero's Legal Infringement Policy (www.codero.com/legal/lip.pdf) and Privacy Policy (www.codero.com/legal/privacy.pdf) (both of which are incorporated by reference into the TOS).

1. Services:

- 1.1. **Services:** Codero will provide you with the hardware, licensed operating system, licensed web server software, and internet connectivity level specified in the dedicated server plan you select, including the root access password for your assigned server.
- 1.2. **Support:** Codero will also provide you with reasonable customer support during our standard customer support hours for your dedicated server plan via telephone, email (support@codero.com) and live online chat.
- 1.3. **Restrictions:** You agree that you will not use or install unlicensed or illegitimate third party software in conjunction with your dedicated server.
- 1.4. **Excluded Support.** Codero will not support any of the applications referenced in Section 1.3 above. In addition, we will not support your customers, provide training to you on how to configure or administer your servers, or provide support for HTML programming or any other scripting language.
- 1.5. **IP Addresses.** Codero will also provide you with the number of IP addresses specified in the dedicated server plan you select. You will not own and cannot take any IP addresses with them after the termination of your dedicated server account.

2. Service Level Agreement:

- 1.6. **Server Hardware Replacement.** The processor, RAM, hard disk, motherboard, NIC card, and Power Supply ("Server Hardware") for your servers will function properly at all times (except during Maintenance Windows). This guarantee does not cover time required to perform applicable data restores and backups if required to replace faulty Server Hardware. Any Codero breach of this guarantee will be referred to as a "Server Hardware Breach."
- 1.7. **Power and HVAC Availability.** The power and HVAC systems for your server ("Power System") will function properly at all times (except during Maintenance Windows). Any Codero breach of this guarantee will be referred to as a "Power System Breach."
- 1.8. **99.9% Network Uptime.** The network for your server will be functioning and available 99.9% of the time in any given month (except during Maintenance Windows). Any Codero breach of this guarantee will be referred to as a "Network Uptime Breach."

- 1.9. Server Delivery.** Your server will be setup in Codero's data center, connected to the Internet, with the operating system and control panel in place within 24 hours of Codero's receipt of your signed paperwork. This guarantee is not applicable to custom server configurations or custom software applications. Any Codero breach of this guarantee will be referred to as a "Server Setup Breach."
- 1.10. Remedies.** For every hour your server experiences either a (1) Server Hardware Breach, (2) a Power System Breach, (3) a Network Uptime Breach, or (4) a Server Setup Breach, Codero will deduct 5% off (each a "Downtime Credit") your next month's charges for basic hosting services, up to 100% of such charges. Downtime Credits may not be applied against fees for add-on services/hardware such as additional RAM, HDD, etc.
- 1.11. Procedures.** In order to qualify for a Downtime Credit, you must submit a Trouble Ticket to Codero (via your control panel or by calling Codero Customer Care at (866) 566-8766. The length of each Server Hardware Breach, Power System Breach, Network Uptime Breach, or Server Setup Breach (each a "Breach") will be measured from the time the Trouble Ticket is received and validated by Codero technicians to the time Codero, in its sole discretion, considers the issue resolved.
- 1.12. Limitations.** You may qualify for Downtime Credits for more than one type of Breach, but the total of Downtime Credits given in any one month may never exceed 100% of your charges for basic hosting services for that month.
- 1.13. Exceptions.** Downtime Credits may not be issued (and any applicable Downtime Credits will be forfeited) if your account is past due or your account is suspended or cancelled by Codero for violating Codero policies. In addition, Downtime Credits may not be issued if a Breach arises out of (a) any action taken by you or another person authorized to access your account, (b) the failure of systems, internet infrastructure, network equipment, power, facilities, connections or services provided by a third party to Codero, or (c) application, software, or operating system failures, denial of service attacks, hacker activity, or other malicious events.
- 1.14. Maintenance Windows.** Codero "Maintenance Windows" include both Scheduled Maintenance Windows (i.e., you receive prior notice) and Emergency Maintenance Windows (i.e., because of immediate threats to Codero systems or to your server you receive no prior notice).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

APH, INC.

CUSTOMER

By _____
(signature)

By _____
(signature)

Name _____
Title _____
Date _____

Name _____
Date _____



Credit Card Payment Authorization Form

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By signing below (a) I certify that I am authorized to incur expenses using the credit card number shown below, (b) I authorize APH, Inc. ("Codero") to charge this credit card number for services provided to me by Codero, and (c) I agree that if this credit card expires or otherwise become invalid that I will remain responsible for all Codero fees I incur and that I will provide Codero with a valid credit card upon request. Scanned or faxed signatures on this document are considered originals.

Type of Card (Circle One): VISA MasterCard AMEX Discover

Name on Card: _____ Telephone #: _____

Card Number: _____ Expiration Date (MM/YY): _____

Card Billing Address: _____

AUTHORIZED SIGNATURE

By: _____
(signature)

Name: _____

Date: _____