



Dedicated Server Agreement & SLA

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”) is incorporated by reference into this Agreement. The Codero [Scope of Support](#) is also incorporated by reference into this Agreement. By agreeing to the terms of this Agreement, you are thereby agreeing to this Agreement, the TOS, the Scope of Support, and Codero’s [Legal Infringement Policy](#) and [Privacy Policy](#) (both of which are incorporated by reference into the TOS).

1. Services:

- 1.1. **Services:** Codero will use commercially reasonable efforts to 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 (“Dedicated Hosting Services”) twenty-four (24) hours per day seven (7) days per week during the term of this Agreement.
- 1.2. **Support:** Codero will use commercially reasonable efforts to provide you with customer support during our standard customer support hours via telephone, live online chat, or ticket (through [ServerPortal.com](#)).
- 1.3. **Scope of Support:** The scope of the customer support you are eligible to receive is determined by the server plan you selected when you set up your account. The scope of support included in each server plan is set forth on Codero’s [Scope of Support](#), although you may upgrade your server plan or purchase additional support services for an additional charge. The Scope of Support may be changed at anytime without notice. To upgrade your server plan or purchase additional customer support, please contact Codero customer service via telephone, live online chat, or ticket (through [ServerPortal.com](#)).
- 1.4. **Restrictions:** You agree that you will not use or install unlicensed or illegitimate third party software in conjunction with your dedicated server.
- 1.5. **Excluded Support.** Codero will not support any of the applications referenced in Section 1.4 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.
- 1.6. **IP Addresses.**
 - 1.6.1. Only Internet Protocol (IP) addresses assigned by Codero to your server may be used on your server.
 - 1.6.2. Codero will initially assign one (1) IP address to your server. We will also assign up to four (4) additional IP addresses to your server upon your request. We will only assign more IP addresses to your server (each an “Extra IP”) upon your request (up to the maximum allowed under your server plan) and after we determine that (a) you are using at least 80% of your assigned IP addresses and (b) each IP address you are using is, in our sole discretion, being used in a manner that does not violate this Agreement

or the TOS.

1.6.3. Codero may “swap-out” any IP address assigned to your server with another IP address at any time. Codero may revoke any Extra IP assigned to you for more than ninety (90) days if, at that time, you not are using at least 80% of your assigned IP addresses. Codero may revoke any IP Address at any time that, in our sole discretion, is being used in a manner that violates this Agreement or the TOS.

1.6.4. Codero owns and manages all IP addresses used on our servers and network and grants you no ownership or transfer rights in our IP addresses whatsoever.

2. Service Level Agreement:

- 2.1. **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 Interruption.”
- 2.2. **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 Interruption.”
- 2.3. **100% Network Uptime.** The network for your server will be functioning and available at all times (except during Maintenance Windows). Any Codero breach of this guarantee will be referred to as a “Network Uptime Interruption.”
- 2.4. **Length of Interruption.** The duration of a Server Hardware Interruption will be measured from the time the SLA Ticket is received and validated by Codero technicians to the time Codero, in its sole discretion, considers the interruption ended. The duration of a Power System Interruption or a Network Uptime Interruption will be measured from the time the interruption begins until the time that Codero, in its sole discretion, considers the interruption ended.
- 2.5. **Remedies.** For each continuous uninterrupted thirty (30) minute (a) Server Hardware Interruption, (b) a Power System Interruption, or (c) a Network Uptime Interruption, Codero will credit your account 5% (each a “Downtime Credit”) of your charges for Dedicated Hosting Services in the month the service interruption occurred, up to 110% of such charges. Interruptions lasting less than thirty (30) continuous interrupted minutes will not qualify for Downtime Credits.
- 2.6. **Procedures.** To receive a Downtime Credit(s), you must submit a SLA Ticket through ServerPortal.com within seven (7) days of an interruption. Your SLA Ticket must contain (a) a description of the service interrupted, (b) the applicable IP address, (c) your account number and contact information, (d) a full description of the service interruption, including logs, if applicable. Codero will determine, in its sole discretion, the validity of each claim. For each valid claim Codero will issue a Downtime Credit within fourteen (14) days of its determination that the claim is valid.
- 2.7. **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 cannot exceed 110% of your charges for Dedicated Hosting Services in the month the service interruption occurred.

- 2.8. Exceptions.** Downtime Credits may not be issued (and any applicable Downtime Credits may be forfeited) if (a) your account is past due or has been suspended or cancelled by Codero, (b) you have been notified by Codero three (3) or more times in the preceding twelve (12) months that your account is in arrears or is (or may be) in violation of this Agreement or the TOS, or (c) a service interruption is due to an action or actions taken by you or by another person that you have authorized to access your account. Any customer who makes false or repetitive claims will be charged fifty dollars (\$50.00) for each such claim.
- 2.9. Support Problems You Cause.** Codero technical support required to repair actions taken by you (or by another person authorized to access your account) will be billed to your account as additional support for the current month at Codero's then-current rate. Package discounts may apply.
- 2.10. 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).