



Full Spectrum Uptime Guarantee

The Service Level Agreement covers certain aspects of our Redundant Hosting, Tier 1 solutions on all CRM hosting accounts. Our goal is to achieve 100% availability for all customers. The SLA serves to provide you confidence and assurance that we stand behind this guarantee.

In the event that your Full Spectrum CRM falls below 99.7% availability you may request a credit per the terms and conditions of the SLA. Requests for credits must be received by Full Spectrum within thirty (30) days after the incident for which the review is being requested. If the unavailability is confirmed by Full Spectrum, a credit will be applied within two (2) weeks. Credits are not refundable and can only be used for current or future charges.

Complete terms and conditions are below.

1. Coverage; Definitions

This Full Spectrum CRM availability Service Level Agreement applies to our "customers" if you have ordered any of the following Unix hosting account services from Full Spectrum, MVI or Media Vue and your account is current (i.e., not past due): CRM, Sales Lead Manager, Trouble Tciket System, Web Hosting Plans (Silver, Gold, Platinum, High Volume), E-Commerce Plans, or Virtual Private Servers. As used herein, the term "Web Site Availability" means the percentage of a particular month, based on 24-hour days for the number of days in the subject month that the content of customer's Web site is available for access by third parties through HTTP and HTTPS, as measured by Full Spectrum.

2. Service Level

Goal:

Full Spectrum's goal is to achieve 100% Web Site Availability for all customers.

Gurantee:

If the Web Site Availability of customer's Web site is less than 100%, Full Spectrum, MVI or Media Vue will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Web Site Availability	Credit Percentage
99.7 to 100%	0%
98% to 99.7%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89.9% or below	100%

3. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Site Availability caused by or associated with:

- DNS issues outside the direct control of Full Spectrum;
- DNS (Domain Name Server) Propagation.
- Issues with FTP, POP, IMAP, or SMTP customer access;
- False SLA breaches reported as a result of outages or errors of any Full Spectrum measurement system;
- Circumstances beyond Full Spectrum's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA.
- Failure of access circuits to the Full Spectrum Network, unless such failure is caused solely by Full Spectrum;
- Scheduled maintenance and emergency maintenance and upgrades;
- Customer's acts or omissions or acts or omissions of others engaged or authorized by customer, including, without limitation, custom scripting or coding any negligence, willful misconduct, or use of the Services in breach of Full Spectrum's Terms and Conditions and Acceptable Use Policy;
- E-mail delivery and transmission;
- Outages elsewhere on the Internet that hinder access to your account.
- Full Spectrum is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Full Spectrum will guarantee only those areas considered under the control of Full Spectrum: Full Spectrum server links to the Internet, Full Spectrum's routers, and Full Spectrum's servers.

4. Credit Payment Request

To request a credit, the customer must contact our offices 877-633-9536 Option 4. Each request in connection with this agreement must include the dates and times of the unavailability of customer's Web site and must be received by Full Spectrum within ten (10) business days after the customer's Web Site was not available. If the unavailability is confirmed by Full Spectrum, credits will be applied within one billing cycle after Full Spectrum's receipt of the customer's credit request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this agreement shall not exceed the total hosting fee paid by customer for such month for the affected Services.

Credits are exclusive of any applicable taxes charged to customer or collected by Full Spectrum and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Web Site Availability of customer's Web site.