



# Service Level Agreement

Version 2020.V1



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## Service Level Agreement

This Service Level Agreement is part of an aggregate series of agreements which, combined together by reference, create one integrated contract (the “Agreement”) between ASTOUNDZ (“we,” or “us,” including “our,” and “ASTOUNDZ”) and Client (“you,” including “your,” or “Client”). Each of ASTOUNDZ and Client may also be referred to as a Party and collectively as the Parties.

For any Quotes, Quotations, Proposals, Statements of Work, Sales Orders or Service Order (“SO”) agreements executed by you (individually and collectively, “Engagements”), this document and all the applicable documents listed in the tables immediately below (“Included Agreements”) are legally integrated as if fully set forth as one Agreement.

Upon each Engagement renewal, this Agreement, but not the terms of any ongoing Engagement, will be superseded by the terms and conditions set forth in the then currently published version of the Agreement available online as of the date on which your services are renewed (the “Renewal Terms”). If you do not agree to the Renewal Terms, you may decline to renew your services.

### Guarantee and Service Level Agreement

ASTOUNDZ is committed to delivering outstanding service and availability. The ASTOUNDZ Guarantee is described in this document which defines the specific metrics used to measure and remedy any deficiencies. Our mission is quite simple, it is to ASTOUNDZ our clients by utilizing industry leaders for hosting and security services.

### General

ASTOUNDZ reserves the right to revise, amend, or modify this Service Level Agreement at any time. In the absence of execution of a new agreement, such amendments or modifications will become effective 30 days following the date of notification via email to the Primary Contact. Afterwards, your continued use of the Service will constitute acceptance of any such amendments or modifications.

### Hosted Website Service Ticket Targets

Priority Level	Description	Service Hours	Target to Respond	Target to Resolve
1 – Critical	Website is down or non-responsive, we are pro-actively scanning sites every 5 minutes for up/down response	8:00 AM – 6:00 PM CST	30 Minutes	1 Hour or Less
1 – Critical After Hours	Client must call our Emergency Response Line After Hour Charges May Apply	6:00 PM – 8:00 AM CST	2 Hours	4 Hours or Less
2 – High	Functionality of Website is limited, important time critical change required	8:00 AM – 6:00 PM CST	1 Hour	2 Hours or Less
2 – High After Hours	Client must call our Emergency Response Line – After Hour Charges Apply	6:00 PM – 8:00 AM CST	2 Hours	4 Hours or Less
3 – Moderate	Website functioning properly, performing slowly, or same day changes required.	8:00 AM – 6:00 PM CST	1 Hour	8 Hours or Less
3 – Moderate After Hours	No After Hours Service Provided	6:00 PM – 8:00 AM CST	Next Day	Next Day
4 – Low	Simple basic changes are being requested for the website	8:00 AM – 6:00 PM CST	2 Hours	3 Days or Less
4 – Low After Hours	No After Hours Service Provided	6:00 PM – 8:00 AM CST	Next Day	3 Days or Less



## Service Ticket Guarantee

Our website support will respond to and resolve 100% of service tickets submitted. During any rolling thirty (30) day period, support services will meet the Hosted Website Service Ticket Targets 95% of the time. The remaining 5% is reserved for more complicated and/or complex issues that will exceed normal timelines to resolve; these issues will be resolved in no less than 30 days from submission.

## Measurement

Ticket responses are measured by the percentage of tickets which meet the target response or resolution times. Response time begins when ASTOUNDZ receives a service ticket or service call. Resolution time is defined as the amount of time from when the ticket was received until it is successfully resolved.

## Remedy

If during any calendar month, ASTOUNDZ fails to meet the target ticket response and resolution times in accordance with this Service Level Agreement (SLA), then you are entitled to a credit equal to ten (10) percent of the Monthly Hosting Fee upon request.

# ASTOUNDZ Website Hosting Availability Guarantee

## Guarantee

Our Guarantee is very simple, we want to ASTOUNDZ you. ASTOUNDZ utilizes industry leaders for hosting and security services. The ASTOUNDZ Website Hosting for which you have contracted with ASTOUNDZ will be operational and available to you 100% of the time during the term of the any Service Order that includes Website Hosting. For any instance of ASTOUNDZ Website Hosting unavailability, a Priority 1 service ticket will be entered by an ASTOUNDZ monitoring system or ASTOUNDZ staff member.

## Definition

As used herein, "ASTOUNDZ Website Hosting" means the availability of the website during regular, non-scheduled maintenance hours. We will use commercially reasonable efforts to make sure the Web Hosting Services are available 100% of the time with the following exceptions ("Excusable Downtime"):

- A failure of the Internet, public switched telephone network, or other communication circuits used to access your website;
- Circumstances beyond our reasonable control, including, without limitation, unavailability of or interruption in telecommunications or third party services, anti-virus patches and anti-virus scanning engines, virus attacks or hackers, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, SYN attacks, and failure of third party software;
- Your acts or omissions (or acts or omissions of others engaged or authorized by You), including, without limitation, custom coding (e.g. CGI, Perl, HTML, ASP and the like);
- Your negligence, willful misconduct, in breach of the Agreement or downtime while you are in default or breach of the Agreement;
- Unavailability caused by issues beyond Our reasonable control, and
- Other outages of the Internet or otherwise that hinder access to the Web Hosting Services.



## Remedy

If during any calendar month period, the ASTOUNDZ Website Hosting falls below 100% you are entitled to the following credits upon request. To receive a credit, you must (a) be in good standing with ASTOUNDZ; and (b) send an e-mail or written request to our billing department in the month immediately following the month for which you are seeking a credit to [accounting@ASTOUNDZ.com](mailto:accounting@ASTOUNDZ.com).

Service Availability	Credit Percentage
100%	0%
99.0% to 99.99%	3%
98.0% to 98.99%	5%
95.0% to 97.99%	10%
90.0% to 94.99%	25%
Below 90.00%	100%

## ASTOUNDZ Search Engine Optimization (SEO) Guarantee

### Guarantee

ASTOUNDZ guarantees to perform the initial optimization with 45 cumulative business days after the initial payment is made and the Questionnaire is received, based on the following timeline.

- **Questionnaire:** When Questionnaire is completed and delivered to ASTOUNDZ by the Client, the Optimization timeline begins.
- **Page Titles:** Will be created by ASTOUNDZ within 5 business days of receipt of properly completed Questionnaire from the Client.
- **Content Development:** Once the Page Titles have been approved by the Client, Content will be developed within 30 business days by ASTOUNDZ and delivered to the Client for review and approval.
- **Website Access** – While Content is being developed, Client to provide ASTOUNDZ full access to the website to begin optimization and prepare for content upload.
- **Optimization / Content Upload:** Once the Client has approved all content, and ASTOUNDZ has full access to the website, ASTOUNDZ will upload the content and complete the website optimization within 5 business days.

ASTOUNDZ guarantees multiple listings on the front and second page of the major search engines within 90 days of uploading the optimization.

### Remedy

If ASTOUNDZ fails to meet this overall optimization timeline, and within 90 days of the completion of the optimization, there are not multiple listings on the first and second page of the major search engines, Client may request a full refund for the SEO.