

CyberHost Service Level Agreement CyberAudit-Web Enterprise, Hosted Version

General Terms

This Service Level Agreement (this “SLA”) describes Sybis’ commitment to providing excellent customer satisfaction to each and every one of its customers. Sybis understands the importance of the hosted CyberAudit-Web Enterprise (or also known as “CyberHost”) website availability on the Internet and Sybis will take every measure that it can in order to provide an excellent level of service and maximum performance and uptime.

This SLA is provided to all Sybis customers subscribed to the CyberHost solution. Sybis may modify or amend this SLA at any time by updating customers and posting a revised version at www.sybissolution.com. By using the CyberHost, you agree to the most recent version of this SLA.

Network Uptime

Sybis guarantees that its network will be available 99.99% of the time in a given calendar month, subject to the remaining provisions of this SLA. Network availability is defined by the availability of the website <https://cyberhost.sybissolution.com/CyberAuditWeb> (the “Website”). The network is unavailable when there is 100% packet loss between the Internet and the Website.

Infrastructure Uptime

Sybis guarantees that its infrastructure will be available 99.99% of the time in a given calendar month, subject to the remaining provisions of this SLA. Infrastructure availability is defined by the availability of all critical infrastructure systems required to operate the Website, including power, HVAC, UPS, PDU and power cabling. Infrastructure unavailability is measured from the time Sybis acknowledges the infrastructure unavailability to the time when the server is once again powered on.

Network Performance

Wowrack guarantees that its network will perform 99.99% of the time in a given calendar month, subject to the remaining provisions of this SLA. Network performance is defined by overall packet loss of less than 1% and latency of less than 75ms.

Exceptions

Sybis is not responsible for any failure or deficiency of service operations caused by or associated with:

- Force Majeure.
- Failure of data or telecommunication circuits caused by a provider's faulty network.
- Emergency network maintenance in order to maintain and protect the integrity and performance of our network and datacenter infrastructure.
- Network or Internet security breaches including virus/worm attack, denial of service & misuse of service by authorized/unauthorized users.
- DNS or email issues beyond direct control of Sybis.
- Failure of customer's own equipment.
- Customer's act of omissions or act of omissions of others associated, authorized or unauthorized by Customer, including without limitation, any negligence, willful misconduct, breach of Sybis’ terms of service and Sybis’ acceptable usage policy.
- Inaccessible server or account due to password change.
- Non-paying or delinquent customers.

Support Hours

Technical support phone hours are weekdays (Monday through Friday) from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m. Pacific Time. All support calls should be directed to (206) 686-8463; all support emails should be sent to support at [sybissolution.com](mailto:support@sybissolution.com).

Agreement Renewal

CyberHost subscription program will renew annually on the anniversary of when the service was first procured unless cancelled prior to the term date with 60 days written advance notice by sending an email to support at [sybissolution.com](mailto:support@sybissolution.com).