



# Virtual Private Server Service Level Agreement (SLA)

SOHOBCOM

By signing this Service Level Agreement, the customer accepts the following terms and Conditions in order for the client to obtaining Sohobcom Services. Read the following detailed terms and conditions carefully and, as proof of conformity, sign at the end of the document.

## 1. Definitions:

**Sohobcom:** Sohobcom for Information Technology and Digital Solutions we will refer to herein by SOHOBCOM .

**Customer:** The requester of the service who we will refer to him herein by the customer.

**SLA:** Service Level Agreement refers to the commitment between SOHOBCOM and the customer.

**Service:** The Premium Virtual Private Server Service AKA (Cloud VPS)

**Service Plan:** Service description table that group all the technical information about the service.

**Service Package:** Service plans that group all the technical information about the service designed for the individuals.

**Service Order Form:** Service request application form that the customer fills in his personal information and it contain the service plan that the customer has applied for.

## 2. SLA PURPOSE

The purpose of this SLA is to set the expectations for the provision of the service as it is defined herein with regard to:

- The signed “**Virtual Private Server Service Agreement**”.
- The signed “**Virtual Private Server Service Order Form**”.

## 3. SLA DURATION

The SLA duration is identical to the valid contract duration for the services; in which the customer requests the presence of SLA and SOHOBCOM accept to provide it.

## 4. SERVICE CONDITIONS

SOHOBCOM guarantees to provide high-quality services to the customer. The customer has to be aware, adhere and accept that the nature of the service is based on the following facts:

- The service is based on the customer renting shared and/or dedicated Sohobcom platforms.
- Shared platforms are shared between multiple customers. Sohobcom reserves the right to assign and limit resources to each customer.
- Dedicated platforms are final equipment for the exclusive use and access of the customer and resources are not shared with other customers.
- Customer understands that physical media, links, and other equipment are shared all the way to the customer's final equipment.
- Virtual platforms are virtualized machines using a virtualizer or hypervisor that emulate a real machine by sharing the hardware of a virtualization host or node.

- The use and access to the operating system of the virtual machine is exclusive to the customer and is not shared with other customers.
- The customer understands that the host, physical media, links and other equipment are shared until reaching the client's final equipment.
- Service is provided in service packages and the packages contain service plans.
- SOHOBCOM guarantees in “best-effort” basis the security of the servers from hacking attempts, virus dissemination or other situations, but not guarantee any of the above in the user level which is beyond Provider’s control that may result in a loss of service and loss of data. SOHOBCOM will make every reasonable effort to secure the servers from events such as, but not limited to, ensuring a strong firewall and keeping security patches up to date. Furthermore, SOHOBCOM does not indemnify against such events.
- SOHOBCOM provide full encryption for the data in the hosted services, and end to end encryption for the data exchange with SOHOBCOM’s platform with additional fee, but not guarantee any of the above in the client and/or user level which is beyond Provider’s control that may result in a loss of service and loss of data. Only the end user has the full rights and authority to manage his own data.

## 5. SERVICE AVAILABILITY

- SOHOBCOM shall make best efforts to provide Virtual Private Server Service twenty-four (24) hours a day and seven (7) days a week for the whole term of Service subscription. However, SOHOBCOM hereby only commits to a best-efforts obligation. Additionally, the Customer accepts that the Service may be unavailable or not functioning from time to time due to several causes, such as but not limited to:
  - Periodic maintenance: repair or replacement operations of equipment necessary to the provision of the Service that SOHOBCOM may undertake from time to time.
  - Access network related problems (ADSL, Gbon, 4G, ...)
  - Technical issues not within the limits of SOHOBCOM (the related to security breach)
  - Failure of network or internet infrastructure not owned or managed by SOHOBCOM .
  - Improper use of the Service by the Customer.
- SOHOBCOM guarantees a 99.9% yearly average of scheduled availability of service. The availability is defined as Customer’s ability to reach to his service. SOHOBCOM does not monitor availability of individual VPS service but only monitors the platform availability as a whole.

## 6. SERVICE MAINTENANCE

Maintenance means scheduled maintenance or emergency maintenance. Scheduled Maintenance means any maintenance in Provider network/servers of which the customer is

notified at least 5 days in advance. Emergency maintenance means any maintenance in SOHOBCOM network/servers that:

- in SOHOBCOM’s sole discretion, is necessary to avoid an immediate threat to Provider networks/servers or customer’s server.
- of which customer is notified.

To guarantee optimal performance of the servers, SOHOBCOM carry out maintenance processes in periodic schedule from time to time. Such maintenance often requires taking Provider’s servers off-line. SOHOBCOM will update the Customers with advance notice of maintenance whenever possible.

## 7. RESPONSE TIME

Support level differ from service package to another, even though, SOHOBCOM will acknowledge all emails received to advertised support address [support@sohobcom.ye](mailto:support@sohobcom.ye) or reached to Provider’s help-desk, but in times of high demand or national holidays, SOHOBCOM may resort to an answering service where all messages will be answered as soon as possible.

## 8. SERVICE SUPPORT

- Once the customer obtains the service, SOHOBCOM offers technical support on first-come, first-served “best-effort” basis.
- SOHOBCOM is offering limited support unmanaged services where the priority support goes to managed services and corporate customers.

THIS AGREEMENT IS ISSUED IN TWO ORIGINAL COPIES, A COPY FOR THE CUSTOMER AND A COPY KEPT BY SOHOBCOM .

### The Customer

Name:

Date:

Signature

### SOHOBCOM

Name:

Date:

Signature