Service Level Agreement

The following Service Level Agreement (the "Agreement" or "SLA") by and between Lean Quest, LLC ("Company") and you as the "Customer". Company and Customer agree that this SLA shall be effective during the Term (as defined in the Terms of Service Agreement between Company and Customer (the "TSA"). (All capitalized terms not defined herein shall have the meaning ascribed to them in the TSA.) By using the System, Customer acknowledges that it has read, understands and agrees to the terms provide herein. In the event the terms or conditions of this Agreement conflict with any other agreement between Customer and Company, the terms of this Agreement shall prevail.

SLA Terms of Service

Hostek: The System is hosted by Advanced Online Solutions, Inc. d/b/a Hostek.com ("Hostek"). This SLA is limited in its entirety by Hostek's service level agreement, as the same may be amended from time-to-time (the "HSLA"). Company shall have no responsibility or liability to Customer for the failure of Hostek to comply with or adhere to the terms of the HSLA.

Connectivity: Company is not responsible for maintaining Customer's network's connectivity. Company shall not be responsible for any connectivity problems caused in other networks outside of Company's internal network or that are not wholly within Company's control. Customer must provide Company with proof of any loss of connectivity or other such issue caused by Company. Company reserves the right to dispute any proof submitted by Customer.

Hardware: Customer is solely responsible for all machines and other forms of electronic components that are connected to or to access the System.

Scheduled Maintenance Work: Subject to the sole and absolute discretion of Company and Hostek's compliance with the HSLA, scheduled maintenance work will be announced no less than 24 hours before such scheduled maintenance work begins. Under extreme emergencies (such as DDoS attacks, security breaches, etc.), Company may perform scheduled maintenance work without any prior announcement. In this event, the downtime period will be counted until Company begins such emergency maintenance.

Service Credit: It is your responsibility to ask for a service credit. You must send your Service Credit request to Company in writing pursuant to the notice provision in the TSA .

Service credit refund is calculated at 200% of unavailable service period, up to 100% of your Subscription Fee, pro-rated monthly on a monthly basis. No consideration will be given for any requests that are not initiated in accordance with the notice requirements of the TSA. Example: Subscription Fee = $3,600. Pro-rated Monthly Fee = $300. Assuming a 1-hour outage, the credit would be calculated as 1 hour x 200% = 2-hour credit.

Most Recent Backup: The most recent backup is generally the backup completed up to 24 hours before the data backup is requested to be restored.

Service Level

Company's goal is to provide the quality of service that customers expect and deserve. Unless otherwise noted, Company guarantees that the System will be up and working 99.999%, or better, in any given month. This uptime guarantee excludes any scheduled maintenance work that may cause further downtime until the maintenance work is complete.

In the event that Company's uptime is not 99.999%, Company offers Customer a Service Credit at 200% as defined above in the Service Credit section above. This Service Credit is nonrefundable upon cancellation, and only applicable toward current or future Fees.
Company agrees to perform nightly backups of customer data to Company's backup server(s). In the rare event of hardware failure and Company cannot provide Customer with the most recent backup, Customer is entitled to an immediate refund of hosting charges, limited to 3 (three) months.

Credit Request and Payment Procedures

To request a Service Credit, Customer must send their request details to Company by complying with the notice provision in the TSA. All requests in connection with this SLA must include the Customer's name and the dates and times of the unavailability of System and must be received by Company within 72 hours after the System was not available. If Company confirms the unavailability, the Service Credit(s) will be applied within 7 days after Company's receipt of Customer's Service Credit request. Service Credits are not refundable upon termination or expiration of the TSA and can be used only toward current or future Fees. Notwithstanding anything to the contrary in this SLA or the TSA, the total amount credited to Customer in a particular month under this SLA shall not exceed the Fees paid by Customer to Company for such month for the affected Services. Service Credits are exclusive of any applicable taxes charged to Customer or collected by Company and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the availability of the System.

Exceptions

Customer shall not receive any Service Credit under this SLA in connection with any failure or deficiency of the System caused by or associated with one or more of the following:

1.   Circumstances beyond Company's reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, terrorism, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, pandemics or laws or regulations enacted as a result of pandemics, 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 Agreement;

2. Failure of access circuits to our or Hostek's network, unless such failure is caused solely by Hostek, in which case Hostek shall be responsible;

3. Scheduled maintenance, emergency maintenance, upgrades, including security patch updates which may require a restart;

4. DNS issues outside the direct control of Company or Hostek;

5. Issues with FTP, POP, IMAP, or SMTP customer access;

6. False Agreement breaches reported as a result of outages or errors of any Hostek measurement system;

7. Customer's or Users' acts or omissions (or acts or omissions of others engaged or authorized by Customer or Users), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.), any negligence, willful misconduct, or use of the Services in breach of Company's TSA;

8. Email or webmail delivery and transmission;

9. DNS (Domain Name Server) Propagation; or

10. Outages elsewhere on the Internet that hinder access to the System. Company is not responsible for browser or DNS caching that may make the System appear inaccessible when others can still access it. Company is only responsible for those areas considered under the control of Company.