

Shared Hosting Service Level Agreement

During the term of the Agreement, Host shall provide to Owner the following services (the “Hosting Services”):

I. Technical Support

Host will provide Owner with technical support in connection with setting up and configuring Owner's account, access to Host's server, and other issues related to the software provided by Host at no additional charge. Host will not provide support for web applications, scripts or components, either from third parties or for those developed by Owner.

E-mail technical support:

Email Hours: 24 hours, 7 days per week, 365 days of the year

Email Address: support@sitesnow.com

Phone technical support:

Phone Hours: 8 AM to 6 PM Ohio time,
Monday through Friday (excluding U.S. national holidays)

Phone Number: 440-942-9770

Upon contacting support, Owner will be required to provide Owner's account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by technical support personnel.

Host's response time to technical support issues depends on the level of purchased support service, the complexity of the inquiry and support requests volume. The Technical Support Department assigns the highest priority to customer inquiries related to the servers' unavailability. These issues are addressed first upon notification from a customer. Time to respond guarantee does not apply to any inquiries that require extensive research and testing.

II. Billing and Other Account Related Inquiries

Billing. For billing inquiries, contact Billing Department.

Hours: 9 AM to 3 PM Ohio time,
Monday through Friday (excluding U.S. national holidays)

Phone: 440-942-9770

Email: billing@sitesnow.com

Please note: Host must receive notice of billing disputes within sixty days of the invoice date or date Owner's credit card was charged for services.

Sales. For sales inquiries, contact Sales Department.

Hours: 8 AM to 6 PM Ohio time,
Monday through Friday (excluding U.S. national holidays)

Phone: 440-942-9770

Email: info@sitesnow.com

III. Escalation.

If Owner has unresolved concerns with Host's service or technical support issues, please contact the Customer Support Manager at escalations@sitesnow.com. The initial response should arrive within one business day. As issues may be complex or require extensive investigation, resolution cannot be guaranteed within any certain time period.

IV. Maintenance

Scheduled Maintenance:

To ensure optimal performance of the servers, Host will perform routine maintenance on the servers on a regular basis, requiring servers to be removed from service. Host reserves one hour of server unavailability per month for maintenance purposes. This server unavailability will be excluded from the uptime calculations. The maintenance is typically performed during off-peak hours. Host will provide Owner with advanced notice via email of maintenance whenever possible

Emergency Maintenance:

Under certain circumstances, Host may need to perform emergency maintenance, such as security patch installation or hardware replacement under Hardware Replacement Guarantee (see below). Host will not be able to provide Owner with advanced notice in case of emergency maintenance. This server unavailability due to emergency maintenance will be excluded from the uptime calculations.

Hardware Replacement Guarantee:

Host will use industry standard practices to determine whether server hardware is functioning properly and will replace non-functioning hardware with similarly functioning hardware. Host guarantees hardware replacement within four hours from the time the problem is identified. In the case where this time is exceeded, the excess downtime is counted against Server Availability guarantee.

V. Network Availability

Host guarantees at least 99.9% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Host's network from/to IP transit provider (Internet backbone).

Server unavailability resulting from loss of Network Availability is excluded from servers availability calculations if the Network Availability loss is caused by any factor(s) beyond Host's control, including but not limited to such factors as IP transit provider (backbone) or end user's portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at the Host's servers or the Host's network.

Network Availability Monitoring

To verify the Application Server Availability, Host will probe router port to which the server is connected every two minutes, with a 10-second failure threshold. If the probe is not successful, the port is considered non-operational and NOC personnel on duty are automatically notified.

If two or more consecutive port probes fail, network downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. Host will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

VI. Server Availability

Host's primary commitment is to provide outstanding web hosting service to all customers. To support this commitment, Host observes the following schedule of remedies for any failure to meet the express guarantees in this Shared Hosting Service Policy.

WEB SERVER AVAILABILITY

Host guarantees at least 99.9% Web Server Availability. Web Server Availability is defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. The Host will not monitor availability of individual web sites but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward Host's network of servers resulting in or contributing to downtime will not be included in Web Server Availability calculations.

Web Server Availability Monitoring

To verify the Web Server Availability, Host will probe HTTP service to retrieve HTTP headers on the server every five minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational and is automatically restarted. If restarting the server process does not solve the problem, it is immediately escalated to technical support and the system administrators.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. The Host will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

Web Applications Availability Note

Web Server Availability guarantee does not cover availability of specific applications or servers products (such as PHP or ASP.NET applications) deployed on Web Server. Performance of such applications largely depends on the quality of code comprising such applications, which is beyond of Host's control.

SQL (DATABASE) SERVER AVAILABILITY

Host guarantees at least 99.9% database (MySQL, Microsoft SQL, Oracle) Server Availability. Database Server Availability is defined as the ability to receive a response from applicable database server on port, calculated on a monthly basis. Host will not monitor availability of individual databases but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward Host's network of servers resulting in or contributing to downtime will not be included in database Server Availability calculations.

Database Server Availability Monitoring

To verify the database Server Availability, Host will open connections to database server port every five minutes, with a 30-second failure threshold. If the probe is not successful, the database process is considered non-operational and is automatically restarted. If restarting the server process does not solve the problem, it is immediately escalated to technical support and the system administrator.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. Host will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

MAIL SERVER AVAILABILITY

Host guarantees at least 99.5% Mail Server Availability. Mail Server Availability is defined as the ability to retrieve the SMTP and POP headers from the mail server, calculated on a monthly basis. The Host will not

monitor availability of individual mail accounts or mailboxes but only monitors the server availability as a whole.

Denial of service attacks, mail bombing, and other flooding techniques directed toward Host's mail servers resulting in or contributing to downtime will not be included in Mail Server Availability calculations.

The outgoing email protocol used on the mail server (SMTP) is a “store-and-forward” type of protocol that does not guarantee immediate delivery of email messages. If the mail server's first email delivery attempt fails, it will re-attempt delivery according to a predefined schedule. If the message fails to be sent for 24 to 72 hours, the messages will be returned to the sender.

Mail Server Availability Monitoring

To verify that the server is available, Host will probe SMTP and POP services (retrieve SMTP and POP headers) every five minutes with a 30-second threshold. If either service does not respond, the service is considered non-operational and is automatically restarted. If restarting the server process does not solve the problem, it is immediately escalated to technical support and the system administrators.

If two or more consecutive SMTP or POP tests fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration will not be recorded. The Host will calculate Mail Server Availability and refund eligibility amounts based on this type of server monitoring.

VII. Penalty for Non-Compliance – Refunds

NETWORK AND SERVERS AVAILABILITY

If network or server availability for the full month is below the guaranteed level, Host will issue a refund to Owner according to the schedule below.

Server availability	Amount of the refund as a percentage of monthly fee
99.0% to server guarantee level	5% of monthly fee credited
98.0% to 98.9%	10% of monthly fee credited
95.0% to 97.9%	15% of monthly fee credited
90.0% to 94.9%	25% of monthly fee credited
89.9% or below	2.5% credited for every 1% of lost availability up to the maximum total penalty limit

To receive a refund for downtime, Owner must (a) be in good financial standing with the Host, and (b) send an email or written refund request to the Billing Department in the month immediately following the month for which Owner are seeking a refund. Refund requests must include Owner's account username and the dates and times of server unavailability.

The Billing Department will compare information provided by Owner to the server availability monitoring data the Host maintains. A refund is issued if the Host can confirm from the monitoring data the server availability warranting the refund.

TOTAL PENALTY LIMITS

The total refund to Owner for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued, unless the amount to be refunded is less than \$1.00 in which case the refund amount will be \$1.00.

Only one refund and refund level is available in any given month.

VIII. Server Software.

Host will exercise industry standard practices to ensure that all pre-installed software is correctly configured. In case there is more than one way to configure the software, Host will choose the configuration it determines, in its sole discretion, to be the most appropriate.

Host will install security patches, updates, and service packs as soon as practical. Software updates may change system behavior and functionality and as such may negatively affect Owner applications. Host cannot foresee nor can it be responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If such disruption or changes occur, Host will provide its best efforts to remedy the situation as soon as possible after being notified of the problem by Owner.

Host may be required by its software licensors to upgrade to the latest versions of the software. Licensor-required upgrades will be performed free of charge and upon reasonable notice to Owner. Software upgrades on Host's servers will occur at Host's discretion upon reasonable notice to Owner.

Host is not responsible for problems that may arise from incompatibilities between new versions of the software and Owner content, regardless of whether it was a requested, required or discretionary upgrade. Nevertheless, Host will provide its best efforts to help Owner to find a workaround.

Log processing (web reporting) software is provided on an AS-IS basis. Host will not be held responsible for bugs in the software or for interpreting the reports generated by the software. Host, in its sole discretion, can upgrade the software to newer versions or replace it with different software upon providing a reasonable notice to Owner. Host cannot foresee nor will it be responsible for any incompatibility of newer versions and other software Owner may choose use in conjunction with the log processing software.

IX. Storage Capacity; Data Transfer; Server Resources

Each account is allotted storage capacity and data transfer amounts on Host's servers according to the plan and options selected by Owner. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. Host shall not be held responsible for such unavailability or data losses.

Owner's Web and FTP servers are configured to log all requests to the log files. The normal retention period is one month. The log files are stored in shared server space and not counted towards account's allotted storage capacity. The maximum size of stored log files is limited 1 Gigabyte. When this limit is exceeded, the oldest log files are deleted to bring the usage within allowed limit.

Shared servers resources are shared among all accounts hosted on the same server. Host configures servers in such a way so the accounts are separated from each other to the maximum possible degree. However, due to its nature, shared resources accessibility level cannot be guaranteed.

X. Ownership of Data

All data created by Owner and/or stored by Owner within Host's applications and servers are considered by Host to be Owner's property and is for Owner's exclusive use unless access is permitted by Owner. Host makes no claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space and applications on Host's servers, unless Host has a good faith belief that such content or data is owned by Host, its agents, affiliates or vendors.

XI. Data Integrity.

Host employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to three disks simultaneously to prevent data loss in the event of hardware failure. Host performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at Host's sole discretion. HOST SHALL NOT PERFORM DATA BACK UP OR RESTORATION UPON OWNER'S REQUEST, UNLESS SUCH BACK UP IS PROVIDED AS A SERVICE UNDER OWNER'S PURCHASED PLAN.

Host will take commercially reasonable steps to prevent unauthorized access to content stored on Host's servers.

XII. Data Retention.

Host may not have a current back up of Owner's files. Due to power interruptions, "down time" or other factors beyond Host's control or due to any computer or software malfunction, Owner's data may be lost by Host. Accordingly, Owner understands and agrees that Owner is responsible and liable for any lost data.

HOST SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF OWNER'S DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AFTER THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. HOST SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO EXISTING OR TERMINATED ACCOUNTS.

XIII. Owner's Responsibilities.

To access Host's services, Owner must provide at the very minimum:

- an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- a fully functional Internet browser;
- a fully functional POP/SMTP e-mail program (client) or Microsoft Outlook for MAPI connections to Exchange server;
- tools to develop and publish content as Owner find suitable and necessary;
- tools to access database servers if such services are purchased by Owner.