The following terms and conditions of this Service Level Agreement (this "SLA") rule (A) the availability of the internal computer network ("SeekDotNet.com Network") owned by or operated on behalf of SEEKDOTNET.COM ("SeekDotNet.com ") to those persons that have purchased Products and Services directly from SeekDotNet.com (each, a "Customer") and (B) the right, under certain circumstances specified below, of a Customer to receive services credits in respect of the failure of SeekDotNet.com to provide the Products and Services purchased by Customer from in accordance with (i) the Terms of Service (as in effect from time to time between the Customer and SeekDotNet.com, the "Terms of Service"), (ii) SeekDotNet.com's Acceptable Usage Policy, as in effect from time to time (the "AUP") and (iii) this SLA, each of which is integrated herein by reference and made a part hereof (collectively, the "Agreement"). Capitalized terms used herein without being defined herein shall have the meaning ascribed to such capitalized term in the Terms of Service or AUP, as applicable. Customer's use of SeekDotNet.com's website, SeekDotNet.com Network, Products and Services is also subject to Customer's acceptance and compliance with SeekDotNet.com's Privacy Policy which SeekDotNet.com hereby reserves the right to amend, alter, modify, replace or suspend, from time to time in its sole discretion. Current copies of SeekDotNet.com's Terms of Service, AUP and Privacy Policy may be reviewed or printed by Customer at the Legal section of SeekDotNet.com's website.
CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT IT HAS READ, UNDERSTOOD AND ACCEPTED THE TERMS OF THE SLA AND AUP.
By submitting the online order form, Customer hereby agrees to the following:

1.100% SeekDotNet.com Network Availability Assurance: SeekDotNet.com assures each Customer 100% uptime availability of SeekDotNet.com Network and all redundant internet connectivity, including all associated network services (i.e bandwidth, routers, switches, and cabling,) covered by this SLA. In the event that SeekDotNet.com fails to provide

Customer with the products and services purchased by Customer in accordance with the Customer Agreement and such failure results from the unavailability of SeekDotNet.com Network or any redundant internet connectivity, including all associated network services covered by this SLA (other than as specified below, each such event, a "Qualified Downtime Event"), SeekDotNet.com will issue Customer a Service Credit (as defined below) calculated as follows:

 a. *Managed Solutions*. In the case of products and services associated with SeekDotNet.com's Managed Solutions line of products and services, upon the passage of five (5) continuous minutes of a Qualified Downtime Event, the Service Credit shall equal five percent (5%) of the monthly fees payable by Customer in respect of such products and services for the month in which such Qualified Downtime Event occurred and thereafter during the pendency of such unavailability, the Service Credit shall increase by an additional five percent (5%) for each continuous thirty (30) minutes of a Qualified Downtime Event up to a maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such products and services for the month in which such Qualified
Downtime Event occurred.

b. *Self-Managed Servers*. In the case of services and products associated with SeekDotNet.com's Self-Managed Servers line of products and services, upon the passage of sixty (60) continuous minutes of a Qualified Downtime Event, the Service Credit shall equal three and one half percent (3.5%) of the monthly fees payable by Customer in respect of such products and services for the month in which such Qualified Downtime Event occurred and thereafter during the pendency of such unavailability, the Service Credit shall increase by an additional three and one half percent (3.5%) for each continuous thirty (30) minutes of Qualified Downtime Event up to a maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such products and services for the month in which such Qualified Downtime Event occurred.

c. *Economy Servers*. In the case of services and products associated with SeekDotNet.com's Economy Servers line of products and services, Customer

shall have no right to any Service Credit whether or not a Qualified Downtime Event has occurred. All Service Credits are calculated by SeekDotNet.com on a "per-event-basis" each calendar month and in no event will downtime or unavailability be cumulated during any monthly period for purposes of determining a Customer's right to any Service Credit. The following events do not constitute a Qualified Downtime Event or qualify for any Service Credit under this SLA: (i) Scheduled Maintenance (as defined below) or (ii) Customer generated outages created by failed equipment, customer mis-configurations, exploited servers, or traffic in excess of the maximum allowed by contract. Service Credits are based directly on all equipment and/or services affected by a network outage. Products, services or hardware not related to the network outage do not qualify for a Service Credit. Redundant Internet connectivity is measured as traffic routing into and out of a Customer's equipment through SeekDotNet.com Network out to internet backbone carriers and does not include third party carrier latency or peering issues not utilized by SeekDotNet.com.

2. Service Credits: means a credit, calculated in accordance with this SLA, issued by SeekDotNet.com to the Customer in respect of products and services contracted for, but not delivered by SeekDotNet.com in accordance with the Customer Agreement due to a Qualified Downtime Event. Service Credits do not constitute a refund in respect of any product or service and may not be paid for or exchanged for cash or other monetary consideration or value. Service Credits are not available (i) to any Customer that is more than thirty (30) days past due on any amount owing to SeekDotNet.com or any Customer that has breached the Customer Agreement or (ii) in respect of any products or services contracted for with SeekDotNet.com's Economy Server line of products and services. Valid approved Service Credits will appear as a credit for products and services and be applied against the amounts owing in respect of such products and services on the next billable invoice following the month in which occurred the Qualified Downtime Event giving rise to such Service Credit. In order for a Customer to qualify for a Service Credit, the Customer must (A) have purchased and paid for either SeekDotNet.com's Managed Solutions line of products and services or its Self-Managed Servers line of products and

services, (B) utilize redundant input network drops running Hot Swap Router Protocol (HSRP) in its equipment and (C) submit a request for a Service Credit in writing via SeekDotNet.com's Orbit system to billing@SeekDotNet.com within ten (10) days from the date of event giving rise the requested Service Credit. Failure to request a Service Credit in accordance with the terms of this SLA will result in an automatic waiver of any rights to such Service Credit under this SLA in respect of the event giving rise to such Service Credit.

3. Scheduled Maintenance: Customer hereby acknowledges that SeekDotNet.com may, from time to time, perform maintenance service on SeekDotNet.com Network, with or without notice to Customer, which may result in the unavailability of SeekDotNet.com Network. Downtime or unavailability resulting from Scheduled Maintenance shall not constitute a Qualified Downtime Event or qualify for any Service Credit. Scheduled Maintenance means all such maintenance services for which SeekDotNet.com gives Customer at least five (5) days prior notice of such maintenance services via SeekDotNet.com's outage mailing list maintained on SeekDotNet.com's Orbit system. Customer must subscribe to SeekDotNet.com's outage mailing list and provide accurate and timely information in SeekDotNet.com's Orbit system in order for SeekDotNet.com to notify Customer of all Scheduled Maintenance. Customer's failure to subscribe to SeekDotNet.com's outage mailing list or to provide accurate and timely information on SeekDotNet.com's Orbit system may result in the forfeiture of any Service Credit based on downtime or unavailability arising from Scheduled Maintenance for which Customer did not receive timely notice. Emergency maintenance and maintenance for which SeekDotNet.com has not given Customer notice in accordance with this SLA shall not be deemed Scheduled Maintenance for purposes of this SLA.

4. DISCLAIMER: SeekDotNet.com shall not be liable for the failure or delay in performing its obligations hereunder or under the Customer Agreement if such failure or delay is due to external circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of

or delay in transportation, unavailability of interruption or delay in telecommunications, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of SeekDotNet.com's products and services. SeekDotNet.com agrees to exercise reasonable efforts to mitigate the damage arising from such occurrences; however, under no circumstances will SeekDotNet.com or its affiliates be held liable for any cost, expense, liability, claim or damage due to such interruptions. In no event shall SeekDotNet.com or its affiliates be liable to Customer or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, cost of cover, loss of income or cost of replacement services. Customer acknowledges and agrees that the receipt of a Service Credit as provided for in this SLA constitutes Customer's sole and exclusive remedy, and SeekDotNet.com's sole and exclusive liability, for any failure by SeekDotNet.com to provide Customer with the products and services purchased by Customer in accordance with the Customer Agreement which results from a Qualified Downtime Event. SeekDotNet.com reserves the right to amend, modify or terminate this SLA, the AUP, the Privacy Policy and the Terms of Service from time to time, and a Customer's use of SeekDotNet.com's products and services and SeekDotNet.com Network after any such amendment, modification or termination of this SLA, the AUP, the Privacy Policy or the Terms of Service is posted on the legal department page of SeekDotNet.com's website (www.SeekDotNet.com) will constitute the Customer's acceptance of any such amendments, modifications or termination.