



Managed Data Solutions Hosting Services Service Level Agreement

Updated 6-4-2007

1. This Service Level Agreement ("SLA") is between Managed Data Solutions, LLC. ("MDS") and you, the customer ("Customer"), for our Web Hosting Service and Multiple Domain Hosting Service, Server Colocation Hosting Service and Dedicated Server Hosting Services ("Hosting Services") and is a part of the complete Customer Agreement as defined in the Hosting Services General Terms and Conditions and Acceptable Use Policy, that can be found within our web site located at <http://www.mdatasol.com>.

Whereas, MDS is a hosting provider connected to the Internet. MDS offers storage and transfer services over the Internet through access to its Web Servers, Application Servers, Network Services, Database Servers and various other attached services;

Whereas, Customer seeks to utilize MDS's Server's, Networks and Attached Services for its own purposes;

Whereas, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, MDS can make no guarantee that any given reader shall be able to access MDS's Server's, Networks and Attached Services at any given time. MDS represents that it shall make every good faith effort to ensure that its server's, Networks and Attached Services are available with as little service interruption as possible. MDS further represents that it shall maintain its servers, networks and attached services in a manner that shall allow for a minimum of 99.8% uptime as measured by the actual performance of the server's, networks and attached services. This statement shall constitute a guarantee made to the customer. This guarantee shall be held to be true and shall exclude events that MDS is not in control of directly and / or events occurring for maintenance of the servers and service, upgrades to the servers and service or any such activity involving the servers or service when MDS has provided warning and or notification of the maintenance, upgrade or other activity being performed.

Hosting Service Availability Commitment

2. **Scope of the Service Availability Commitment:** MDS's Service Availability Commitment is to limit Customer's Service unavailability to less than one consecutive hour in any calendar month except as noted below.
3. **Scheduled Maintenance:** MDS Networks support team conducts scheduled network and server maintenance on Saturday or Sunday Mornings from 12:30 AM to 6 AM using time local to the data center in which maintenance occurs. Notice is hereby given to the customer of such scheduled maintenance periods that may cause brief interruptions in the service due to equipment, network or software updates. Customers wishing to receive advanced notification and scope of maintenance & downtime reports, for scheduled maintenance periods, may request them from the MDS Network Operations Center. Such requests may take up to two (2) weeks to become active and will only provide information on future scheduled maintenance periods.
4. **Service Availability Commitment Process:** If Customer opens a trouble ticket with MDS Customer Support within 5 days of Customer's failure to access Customer's Server and MDS determines in its reasonable commercial judgment that the Server was unavailable due to a Server outage caused solely by the items of the service managed exclusively by MDS, that outage will be used to calculate Server unavailability for the remedies provided below. A Server shall be deemed to be unavailable if the server is not responding to HTTP requests issued by MDS's monitoring software. MDS's records and data shall be the basis for all service availability calculations and determinations. Scheduled maintenance shall not be deemed to be Server unavailability. Unavailability of Customer's Server due to Customer's web content or application programming, acts of Customer or its agents, network unavailability outside of the MDS Network or events of Force Majeure shall not be deemed Server unavailability for the purpose of this Commitment.

These services include, but are not limited to, setup and maintenance of ODBC/OLE_DB and Other Forms of Data Sources specifically included in customer's plan, setup and maintenance of e-mail accounts as specifically included in customer's plan, setup and maintenance of forwards, aliases and auto-responders as they are included in customers plan and setup of Domain Name System Records for Web Sites hosted by MDS - Domain Name System setup shall include the modification and addition of Domain Records within MDS Servers and shall not include the transfer of or modification to the actual domain registration. This service guarantee is limited to events that MDS is in direct and critical control of. Receipt in this agreement refers to the actual receiving of such request by a MDS Staff Member or Employee.



Managed Data Solutions Hosting Services Service Level Agreement

Updated 6-4-2007

- 6. Service Availability Commitment Remedy:** If MDS determines in its reasonable commercial judgment that Customer's Services were unavailable for one or more, but fewer than four, consecutive hours during a calendar month, MDS, upon Customer's request, will credit Customer's account for such month the pro-rated charges for one day's service for the provided services. Or if MDS so determines that the Service was unavailable for four (4) or more consecutive hours during any calendar month, MDS, upon Customer's request, will credit Customer's account for such month for the pro-rated charges for one week's Monthly Charges for the provided services. Credits will not apply to data transfer charges or to charges for services other than the Monthly Charge for the services for which this Commitment was not met.

Colocation Server Install Guarantee

- 7. Scope of Colocation Server Install Guarantee:** MDS's Colocation Server Install Guarantee is to have installation of Customer's Server installation completed within 2 business days for Colocated Services.
- 8. Server Install Guarantee Process:** These dates shall be counted from the date MDS has received all of the following from Customer: signed Hosting Services Agreement, completed Customer Information Form, and Completed NOC Access Form and (if requested by MDS) completed credit application and Customer's equipment in an installation ready condition. It is the responsibility of the customer to insure that the equipment provided for installation in a MDS NOC room is in good working order and voltage settings are compatible with the service provided by MDS. The service is deemed to be installed when MDS is prepared to provide to Customer Internet Access, enabling remote access of Customer's server. The Server Install Guarantee is not available if installation delay is attributable to Customer equipment, Customer Software errors, Software incompatibility, acts or omissions of Customer, its employees or agents, Customer not passing MDS's credit check, or reasons of Force Majeure as defined in the Hosting Services Agreement.
- 9. Server Install Guarantee Remedy:** Upon receiving from MDS notice that MDS is prepared to provide Customer with password and login information for Customer's server, Customer shall have ten (10) days within which to contact Customer's installation engineer if Customer believes MDS has failed to meet the Server Install Guarantee. If Customer contacts MDS within such ten (10) day period and if MDS determines in its reasonable commercial judgment that MDS has failed to meet this Server Install Guarantee, Customer's account shall be credited 50% of MDS's standard Setup Fee for the server with respect to which this Guarantee has not been met.

Dedicated Server Install Guarantee

- 10. Scope of Dedicated Server Install Guarantee:** MDS's Server Install Guarantee is to have installation of Customer's Standard Dedicated Server completed within 7 business days and ready for customer's installation of data and use.
- 11. Server Install Guarantee Process:** These dates shall be counted from the date MDS has received all of the following from Customer: signed or online accepted Hosting Agreement, completed Customer Information Form, Completed Configuration Instructions, and (if requested by MDS) completed credit application. The service is deemed to be installed when MDS is prepared to provide to Customer password and login information, enabling installation of Customer's data files on the designated server. The Server Install Guarantee is not available if installation delay is attributable to Customer equipment, Customer Software errors, Software incompatibility, acts or omissions of Customer, its employees or agents, Customer not passing MDS's credit check, or reasons of Force Majeure as defined in the Hosting agreement.
- 12. Server Install Guarantee Remedy:** Upon receiving from MDS notice that MDS is prepared to provide Customer with password and login information for Customer's server, Customer shall have ten (10) days within which to contact Customer's installation engineer if Customer believes MDS has failed to meet the Server Install Guarantee. If Customer contacts MDS within such ten (10) day period and if MDS determines in its reasonable commercial judgment that MDS has failed to meet this Server Install Guarantee, Customer's account shall be credited 50% of MDS's standard Setup Fee for the server with respect to which this Guarantee has not been met.