Service Level Agreement

I N O V A R is always here for you. This Service Level Agreement (SLA) covers the components that support the availability of your website:

100% Network Uptime:

1. iNovar guarantees that its network will be available 100% of the time in a given month, excluding scheduled maintenance. "Network uptime" is considered the functioning of all network infrastructure such as routers, switches, and cabling. It does not include Ethernet ports, services, or software on your server(s). "Network downtime" exists when a customer is unable to transmit and receive data.

2. "High Latency" refers to the total time required for a Customer data packet to complete the "round trip" between iNovar's border routers and the data center's core routers that provide upstream internet connectivity. This is calculated by measuring the total round trip time approximately thirty (30) times per hour, adding the total round trip time for each measurement, and dividing by the total number of measurements ("Average Hourly Latency"). The Average Hourly Latency shall be 15 milliseconds or less.

iNovar Guarantee:

Upon experiencing downtime or high latency as defined above, iNovar will credit the customer 5% of the monthly hosting fee for each 60 minutes of downtime or latency issue (up to 100% of the customer's monthly fee for the affected server or shared hosting service). The credit period is measured from the time the customer or the iNovar support staff opens the trouble ticket.

100% Infrastructure Uptime:

iNovar guarantees that the critical infrastructure systems will be available 100% of the time in a given month, excluding scheduled maintenance. Critical infrastructure includes functioning of all power and HVAC infrastructure including UPSs, PDUs, and cabling. Infrastructure downtime exists when a particular server is shut down due to power or heat problems, and is measured from the time the trouble ticket is opened to the time the problem is resolved and the server is powered back on.

Hardware used for our virtual server clusters will be monitored and maintained by iNovar. In the event of a physical server failure, Client's web and/or database servers will be moved within our server cluster to insure Network and Infrastructure Uptime policies are maintained.

Support Response Time

- Client Initiated Support Level: 24 hours a day, 7 days a week ticket and/or phone support
- Maximum Initial Response Time: 2 hours
- Emergency Maximum Initial Response Time: 1 hour

Our online ticket system, http://support.inovarcorp.com/hosting, will be provided to handle standard and emergency support requests. Final request resolution and total resolution time will vary, and are not covered on this response time SLA. Alternate contact options include email, support@inovarcorp.com or phone, 404 518-5595 .

Provider-Initiated Support:

In most cases, due to our extensive internal and external monitoring, we are aware of issues within our own systems and networks long before our customers are. In the case of dedicated clients, as soon as we are alerted to any adverse issues by our monitoring systems, our staff members will initiate e-mail contact letting the customer know that administrators are investigating the cause, and that we will provide more details as they become available. In this scenario, the maximum initial response time to inform your contacts will be equal to the "Emergency Maximum Initial Response Time" as described in the "Support Response Time" section above. Response time is measured from the time at which our staff is notified of the issue(s) by our monitoring systems.

Support SLA Credit:

In the event of a verifiable breach of a support SLA, iNovar will apply a 5% monthly hosting cost credit per individual breach towards the customer's account, up to a maximum of the customer's current standard monthly fee. This does not include additional service costs, including extra drive space usage, backup space, or bandwidth overage fees. If a customer support request is labeled as "Emergency" and

is deemed by our staff to be a "Standard" level support request, additional fees may apply.

Temporary Service Suspension:

The customer agrees that from time to time, it may be necessary for iNovar to temporarily suspend hosting service to maintain the network, hardware, server OS, or any other facilities. The timing of such service suspensions will be determined by iNovar. Provided that iNovar provides the customer with reasonable advance notice of the temporary suspension of hosting service, such suspension will not be deemed an interruption of the hosting service for the purpose of calculating network, infrastructure, or hardware availability or the customer's entitlement to a credit for network, infrastructure, or hardware interruption. Advance notice may be communicated by any or all of the following methods: e-mail, web posting on status page, RSS feed of status page, or other communications methods outlined in a Service Contract. Maintenance windows will typically be conducted between 11 PM to 2 AM (US Eastern Time, GMT -6:00) to minimize impact on customers. iNovar strives to notify customers of such service interruptions with at last 72 hours advance notice. In some cases, last minute maintenance windows may be conducted if the overall security or stability of our services requires it. Maintenance windows will typically be 15 minutes or less in length.

Credits shall not be provided to the customer if degraded or interrupted service is the result of: a) Temporary Service Suspension as contemplated above; b) Suspension Of Services as contemplated in Section 11 of Master Service Agreement; c) circumstances beyond iNovar's control, including but not limited to network attacks, third party network outages, war, fire, flood, other acts of God, sabotage, labor disturbance, government regulations, or other government intervention; or d) a breach by the customer of the Master Service Agreement or Acceptable Use Policy.

To receive an SLA credit, iNovar customers must contactsupport@inovarcorp.com within 5 business days of the SLA breach and the request (subject to investigation) to address the validity of each claim.