

INXY.COM Service Level Agreement (SLA)

1. Master Agreement

INXY and Customer may have executed an Internet Services Master Agreement ("the Master Agreement"). The parties agree that the terms and conditions of the Master Agreement govern this Support and Service Agreement (the "SLA"). In the event of a conflict between the terms of this SLA and the Master Agreement, the Master Agreement shall control. Capitalized terms used in this SLA shall have the same meaning as in the Master agreement and vice versa unless otherwise defined herein. Any use of the INXY services by Customer constitutes acceptance of this Agreement.

2. Service Level Agreement

2.1 Customer is responsible for maintaining Customer's Equipment, whether legal property of INXY or Customer.

2.2 Subject to the chosen SLA level by Customer and the procedures defined in this SLA, INXY shall provide the support services described in this SLA to Customer's Equipment ("SLA Support").

2.3 Customer may also request INXY to perform support outside of the SLA or certain additional support services (the "Additional Support") described in this SLA at INXY's then current rates.

2.4 INXY shall not charge Customer for SLA Support and/or Additional Support utilized to remedy any event or condition caused by INXY's gross negligence or willful misconduct. INXY shall charge Customer for SLA Support and/or Additional Support utilized to remedy any event or condition not caused by INXY's gross negligence or willful misconduct.

2.5 INXY may decline a Customer request to perform Additional Support in INXY's sole discretion, in which case the performance of such services shall be Customer's sole responsibility. Notwithstanding the foregoing, INXY may withhold its approval of Customer's performance of certain services in INXY's sole discretion if such services are unavailable at the relevant Datacenter or if

INXY and/or Customer are otherwise prohibited from performing such services at the Datacenter.

3. Service Availability

3.1 INXY shall use commercially best efforts to provide 99.99% Services availability. Services availability is calculated by the number of hours the service is available to customers plus the total number of hours, if any, the service is scheduled to be unavailable, divided by the total number of hours in that month.

In the event that there is no services availability, INXY will credit the following month's service fee as follows:

Customer Services Availability Credit

- 99.9% to 99.98%: 5% credit
- 95% to 99.8%: 25% credit
- 90% to 94.9%: 50% credit
- 89.9% or below: 100% credit

In order for the Customer to receive a credit on his account, Customer must request such credit within seven (7) business days after he experienced no Services availability. Customer must request credit by sending an electronic mail message to support@inxy.com.

For security, the body of this message must contain Customer's server ID, the dates and times of the unavailability of Customer's services, and such other customer identification requested by INXY. Credits will usually be applied within sixty (60) days of Customer's credit request. Credit to Customer's account will be Customer's sole and exclusive remedy in the event that there is no Services availability. Credits will not be provided to Customer in the event that Customer has no Services.

Availability resulting from:

- a) Scheduled maintenance: i) as posted from time to time at www.INXY.com and/or ii) via direct contact from INXY to Customer;
- b) Customer's behavior or the performance or failure of Customer's equipment, facilities or applications, or circumstances beyond INXY's 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 or third party services (including DNS propagation); failure of third-party software or hardware; or inability to obtain raw materials, supplies, or power used in, or equipment needed for, the provision of the services.

4. Service response time

4.1 INXY shall use commercially reasonable efforts to respond to Customer.

4.2 Response time is defined as the period of time in which the INXY engineer has to respond to a Customer's maintenance call.

4.3 Customer shall be reachable on Customer's Emergency numbers, specified in an Order Form.

5. Additional support

Customer may request INXY, to perform Additional support such as software loading, hardware upgrades, and otherwise upgrade Customer's equipment (the "Upgrading"). INXY may accept or decline Customer's request in its sole discretion. Customer must provide INXY with a full written description of the procedures to be performed and have on-line support available to INXY technicians performing Upgrading. Notwithstanding the foregoing, INXY does not represent or warrant that its employees have the technical expertise required to address any technical issues that may arise during any Upgrading activity. INXY shall charge Customer for Upgrading at its then current Support rates.

6. Limitations

6.1 Customer shall not make structural alterations to the equipment covered by this SLA, without INXY's prior written consent.

6.2 Support not defined by this SLA is not covered by the SLA Support.

6.3 This SLA is based on a Best-Effort policy. INXY does not guarantee that Customer's equipment will be repaired and/or replaced.

6.4 In the event of any breach of the Master Agreement and/or an Order Form by Customer, in addition to any other remedies available to INXY, INXY shall have the right to suspend this SLA, including SLA Support. INXY shall notify Customer of the suspension and its justification therefore as soon as practicable after the commencement of the suspension.