CERANET SERVICE LEVEL AGREEMENT

This CeraNet Service Level Agreement ("SLA") applies to all dedicated servers and Co-location services. The Client agrees that CeraNet internal measurements establish the eligibility for any applicable Performance Credit. In the event that the Client determines that a discrepancy in such measurement exists, Client shall promptly notify CeraNet and CeraNet and Client will mutually agree upon the validity and accuracy of the measurement, and Client's eligibility for any applicable Performance Credits. CeraNet may modify this SLA from time to time.

1. Definitions

    1.2 Dedicated Servers ("Dedicated Servers") are defined as computers that are rented from CeraNet in their entirety by one unique Client and coupled with rack space, bandwidth, power and Ethernet ports for use on the Internet. All services performed on the server come without warranty or guarantee. CeraNet is responsible for network and power connectivity up to the exterior interface of the computer and all hardware related failures, whereas Client is responsible for all other aspects of the computer not explicitly defined otherwise in this Agreement. Dedicated Server Clients that utilize CeraNet have the option to participate in the Managed Services, as detailed below. By default, all Dedicated Servers will receive Unmanaged Service as described below.

    1.3 Co-Location Services ("Co-Location Services") are defined as servers that are the property of the Client while rack space, bandwidth, power, and Ethernet ports are rented from CeraNet on a monthly basis. All services performed on the server come without warranty or guarantee. Client is responsible for supplying replacement parts, hot swappable hardware, and all required software media. All services performed on the co-located servers are subject to a $90.00 an hour labor fee, which must be approved by the client prior to the services being provided. Co-Location Clients that utilize CeraNet have the option to participate in Managed Services, as detailed below. This is subject to the approval of CeraNet and will incur an additional monthly fee. By default, all Co-Location Services will receive Unmanaged Service as described below.

    1.4 Unmanaged Service

    ("Standard Network Based Security") is defined as the overall core network security that CeraNet provides every Client. This security is provided on the network level and includes secure router configurations, frequent network scans, and overall knowledge of maintaining a secure network. This service does not imply any server based security, firewalling, DDOS/Attack protection on the server level, or Anti-Virus/Spyware based protection.

    ("Manual Reboots in 20 Minutes or less") is defined as your request being processed in 20 minutes or less for server reboot requests. The 20-minute turnaround time is defined as the time you place the request until the power or reboot command is issued. In some cases additional time is required by operating system software to perform necessary functions on the server. The best effort is made to expedite server reboots as quickly as possible.

    ("Online Bandwidth Monitoring Tool") is defined as the real-time RTG graphs provided for you to review bandwidth usage. CeraNet charges for bandwidth usage that exceeds your plan limits. CeraNet will not notify you prior to charging your account for bandwidth usage. It is your responsibility to monitor usage with the tools provided by CeraNet.

    ("24/7/365 Technical Support") is defined as having direct access to our technical support team 24 hours a Day, 7 Days a week, 365 days a year within 20 minutes from the time of your initial request. Support is provided via toll free number and/or ticket system. Unmanaged support includes server reboots and plugging in a monitor to read the screen contents to the Client.

Furthermore, Unmanaged Support includes all hardware issues for Dedicated Servers. Any support provided beyond the aforementioned terms is considered Advanced/Priority Support and is billable.

("No monitoring/recovery included") is defined as CeraNet not providing the monitoring of uptime or failed services. In the event of a server failure the Client will initiate contact with CeraNet and provide the procedure to perform. Recovery of a server may be billable and is dependent on the nature of the required procedure(s).

("Self Maintained root/administrator access to server") is defined as you maintaining root/administrative access on the server. It is not required that you allow CeraNet open access to your server.

1.5 Semi Managed Service – Includes provisions of Section 1.4 unless stated differently below

("Server Port Monitoring") is defined as server participation in the monitoring of services via standard TCP/IP ports. Server Port Monitoring is performed every five minutes and a failure is defined immediately after the monitor trips to a fail state for the first time. In the event of a failure, a notification will be sent by email. You are responsible for providing CeraNet with a current email. It is your responsibility to resolve the problem or contact CeraNet for assistance (fees may apply). This service includes up to three specific Port/Services for monitoring.

("24/7/365 Technical Support") is defined as having direct access to our technical support team 24 hours a Day, 7 Days a week, 365 days a year within 20 minutes from the time of your initial request. Support is provided via toll free number and/or ticket system. All support will be provided at no additional cost pending the server task that is being requested takes less than 15 Minutes. All requests that take greater than 15 minutes are considered a portion of your pre-paid support or charged at $45 per 30 minutes. Regular response times are defined as 24 hours or less.

("On-Demand O/S updates and patches") is defined as a customer initiated request for O/S updates and patches. Requests are accepted for standard kernel upgrades, service packs, and hot fixes as they are released by vendors. All updates and patches for a server are specific to the core operating system in question.

("Server Audit") is defined as a customer initiated request of an audit of the server. Server Audits are comprised of standard tools and basic security scans to review and look for abnormalities on the server. This service does not include the repair, but can include OS patches and upgrades if it is determined this will correct or enhance the security and/or efficiency of the server. (One Per Month, Per Request)

("Shared root/administrator access to server") is defined as you maintaining root/administrator access on the server. To participate in this level of service it is required that CeraNet maintains on file root/administer access. Failure to maintain updated records on root/administrator access to servers can and will result in downgrade in service.   CeraNet reserves the right to permanently downgrade if multiple violations occur.

1.6 Fully Managed Service – Includes provisions of Section 1.4 and 1.5 unless stated differently below

("Auto O/S updates and patches") is defined as automatic operating system updates and patches as part of our routine procedures. This will be a part of a semi-consistent maintenance period that takes place on a regular basis. As new kernels, security patches, service packs, and hot fixes are released the servers will be updated automatically. In some cases, not all updates will be immediately or automatically made.

("Resource Monitoring") is defined as the addition of the dedicated server to our application based

monitoring system. The monitoring application will monitor the overall disk space, processor utilization, and memory usage with notification when thresholds are exceeded. This service is customized on a per server basis and requires the installation of third party software.

("Server Health Check") is defined as a customer initiated request to review the overall health of the server. This can and may include review of memory usage, processor usage, disk space, and general configuration of the server. Server Health Checks allow CeraNet to review the overall health of the server and provides you with a professional evaluation and recommendations (if any) for improving your server's health and efficiency.

("Server Anti-Virus Protection") is defined as file based anti-virus software that will be installed on the server to protect your server from malicious viruses. Virus definitions will be updated regularly and a full scan of the server will take place on a consistent basis. Client will be provided alerts to any viruses that are found and quarantined/eradicated, if requested.

("Firewall Protection") is defined as the inclusion of hardware or software based firewall (as CeraNet deems appropriate) for protecting your server. Firewalls increase security and, when properly configured, will prevent certain disasters from occurring. With this service our administrators will configure and maintain a firewall for the equipment in question.

("Advanced Support") is defined as advanced technical support for dedicated servers. This support can be used for any number of support services and includes server troubleshooting, software configuration, OS configuration, OS reinstalls, and any task that does not fall under the "free support" provided with the server. This includes up to 4 hours of advanced support per month.

("No root/administrator access to server") is defined as not having direct root/admin access to the server. All sys admin-level procedures will be handled by the CeraNet Support Staff.

1.7 CeraNet Network ("CeraNet Network") is defined as the equipment, software, and facilities within the CeraNet critical network segments, including CeraNet's contracted connectivity services to which the CeraNet hosting environments are connected and are collectively utilized by CeraNet to provide dedicated and co-location services.

1.8 Service Availability ("Service Availability") is the total time in a calendar month that the CeraNet critical network segments are available through the Internet, provided that Client has established connectivity. CeraNet takes responsibility for the Service Availability within its immediate routing perimeters, and cannot be held liable for problems related to an upstream bandwidth provider. The CeraNet critical hosting environments will be available to clients free of complete (minor latency notwithstanding) environment-wide outages for 100% of the time in any given month.

1.9 Service Downtime ("Service Downtime") is any unplanned interruption in Service Availability during which the Client is unable to access the services as described in preceding section 1.8, provided the interruption is determined to have been caused by a problem in the immediate CeraNet network segment as confirmed by CeraNet. Service Downtime is measured as the total length of time of the unplanned interruption (complete network outage) in Service Availability during a calendar month. CeraNet provides direct support and expertise in any software it directly provides, while any unplanned outages due to third-party software failure are the direct responsibility of the software publisher/third-party provider, not CeraNet.

1.10 Scheduled Service Downtime ("Scheduled Service Downtime") is any CeraNet interruption of Services. Scheduled Service Downtime occurs during a CeraNet standard server maintenance window, which occurs in conjunction with a 24 hour notice to the Client via electronic communication. Said downtime is coordinated with the Client to the best of CeraNet abilities as to align the window of maintenance with the Client's explicit wishes.

1.11 Performance Credit ("Performance Credit") occurs when 100% uptime is not met. CeraNet will refund the Client 5% of the monthly fee for each 30 minutes of downtime (up to 100% of the customer's monthly fee). Network downtime is measured from the time a trouble ticket is opened by a Client to the time the server is once again able to transmit and receive data. Performance Credits must be requested by the Client.

1.12 Monitoring Service ("Monitoring Service") is the service CeraNet provides in order to analyze availability of TCP/IP based services and applications through its internal monitoring system. To participate in this, CeraNet must have valid, administrative access to the server

1.13 Billable System Administration ("Billable System Administration") is operation, configuration, performance tuning, security configurations, and any interaction with the operating system or software installed on the server in question that is not already provided within a Management Service plan of the server in question.

2. Service Downtime Performance Credit.

   2.2 In the event of Service Downtime in which monthly Service Availability is less than 100%, Client will receive a Performance Credit as described in section 1.9 of this document.

   2.3 Service Exclusions.

      2.3.1 This SLA does not cover Service Downtime caused by problems due to the following circumstances:

         2.3.1.1 Client's local area network.
         2.3.1.2 Force Majeure including, but not limited to, Acts of God and Acts of War.
         2.3.1.3 Client-provided Internet connectivity or end-user software.
         2.3.1.4 Items inside Client's equipment or internal network including, but not limited to, firewall configuration and bandwidth shaping, local area workstations, or other servers, equipment, and software that have a potential bearing on the local networking environment.
         2.3.1.5 Any predetermined Scheduled Service Downtime.
         2.3.1.6 Any problems beyond the immediate CeraNet network segment and/or beyond CeraNet's control.
         2.3.1.7 Any interruptions, delays or failures caused by Client or Client's employees, agents, or subcontractors, such as, but not limited to, the following:

            2.3.1.7.1 Inaccurate configuration and/or other causes of downtime that are the responsibility of the Client.
            2.3.1.7.2 Problems or issues with co-located hardware and/or hardware configurations.
            2.3.1.7.3 Non-compliant use of any software installed on the server.
            2.3.1.7.4 Client equipment, power or network over-utilization.
            2.3.1.7.5 Any problems related to attacks on the machine such as hacking, bandwidth-based attacks of any nature, and service or operating system exploits.
            2.3.1.7.6 Problems associated with Operating System, Software, or Applications.

3. Billable System Administration

   3.2 Billable System Administration applies to any "advanced support" not covered under a Management Service Plan. It is defined in section 1.13 and includes, but is not limited to, the following:

3.2.1 System Administration of the client's server.
3.2.2 Software installations performed by CeraNet.
3.2.3 Virus and Security Scans of the server.
3.2.4 Configuration of the operating system and services provided on the server.
3.2.5 Security auditing and resource management & efficiency of the server.

4. Server Hardware Guarantee for Dedicated Servers

4.2 Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under the server lease. This guarantee excludes the time required to rebuild a RAID array.

4.3 Hardware Replacement Guarantees and service levels are defined as applying to servers less than 24 months in production and apply to only the Dell PowerEdge line of servers.

4.4 Hardware Replacement will occur within four hours of the reported problem, CeraNet will refund 5% of the monthly fee per additional one hour of down time (up to 100% of customer's monthly fee).

4.5 Restoration is defined as returning the server to its original configuration, as per the date the server first went live on the network. If hardware failure causes corrupted operating system, data files, or damaged service configurations, CeraNet will restore the system to its original state.

4.6 CeraNet is not responsible for the restoration of data to server including site content, email, databases and other types of data. If a hardware failure is experienced and subsequent data loss occurs, client is ultimately responsible for the data and data restoration. CeraNet shall not be liable for loss of data under any circumstances.

4.7 CeraNet does not take responsibility for the overall security of servers. If servers are compromised in any way, CeraNet reserves the right to immediately audit the server. Security is the responsibility of the client regardless of the managed service plan. CeraNet reserves the right to cancel service if servers are compromised via the implementation of weak password schemes, elderly backend application content and scripting, or for any other reason as deemed necessary by CeraNet. A fee of $90.00 per hour will be incurred with respect to any security related work performed due to any such server being compromised by negligence on the part of the server owner.