

ILLUMINATED HOSTING Service Level Agreement

We know that you can't afford to be let down by your Hosting Service Provider. That is why we are making commitments to our customers in the form of Service Level Agreements (SLAs) which provide certain rights and remedies regarding the performance of the ILLUMINATED HOSTING Network.

As described below, ILLUMINATED HOSTING's SLAs provide commitments based upon goals in three key areas:

The ILLUMINATED HOSTING Network will be available to Customer free of Network Outages for 100% of the time.

The average monthly Latency (speed) of the ILLUMINATED HOSTING Network will not exceed 85 milliseconds round-trip.

The average monthly Packet Loss (reliability) of the ILLUMINATED HOSTING network will not exceed 1%.

Network Service Level Agreement

This Service Level Agreement (SLA) applies only to ILLUMINATED HOSTING customers receiving service within the contiguous United States who are colocation and dedicated server customers ("Customer"). This SLA does not apply to other customers of ILLUMINATED HOSTING, including, without limitation, other services.

This SLA provides Customer with certain rights and remedies regarding the performance of the ILLUMINATED HOSTING Network. The "ILLUMINATED HOSTING Network" means the ILLUMINATED HOSTING owned and operated Internet Protocol (IP) routing infrastructure consisting solely of ILLUMINATED HOSTING measurement devices at selected ILLUMINATED HOSTING points of presence ("Selected POPs") and the connections between them in the forty-eight continental United States. The amount of credit available per month is subject to a cap described below.

Availability Guarantee

ILLUMINATED HOSTING's goal is to make the ILLUMINATED HOSTING Network available to Customer free of Network Outages for 100% of the time. A "Network Outage" is an instance in which no traffic can pass in or out of Selected POPs for more than 15 consecutive minutes.

Upon Customer's request (in accordance with the procedure set forth below), ILLUMINATED HOSTING will issue a credit to Customer for Network Outages occurring during any calendar month that are reported by Customer to ILLUMINATED HOSTING and confirmed by ILLUMINATED HOSTING's measurements of the ILLUMINATED HOSTING Network. Such credit will be equal to one day's worth of the monthly Access Fee (as defined below) paid by Customer, multiplied by each hour (or portion thereof rounded to the next hour) of the cumulative duration of such Network Outages, not to exceed in any calendar month the Access Fee paid by Customer for that month.

Latency Guarantee

ILLUMINATED HOSTING's goal is to keep Average Round-Trip Latency on the ILLUMINATED HOSTING Network to 85 milliseconds or less. "Average Round-Trip Latency", with respect to a given month, means the average time required for round-trip packet transfers between Selected POPs on the ILLUMINATED HOSTING Network during such month, as measured by ILLUMINATED HOSTING.

If Average Round-Trip Latency on the ILLUMINATED HOSTING Network for a calendar month exceeds 85 milliseconds, then upon Customer's request (in accordance with the procedure set forth below), ILLUMINATED HOSTING will issue a credit to Customer equal to and not to exceed in any calendar month one day's worth of the Access Fee (as defined below) paid by Customer for such month.

Packet Loss Guarantee

ILLUMINATED HOSTING's goal is to keep Average Packet Loss on the ILLUMINATED HOSTING Network to 1% or less. "Average Packet Loss", with respect to a given month, means the average percentage of IP packets transmitted on the ILLUMINATED HOSTING Network during such month that are not successfully delivered, as measured by ILLUMINATED HOSTING. If Average Packet Loss exceeds 1% during a calendar month, then upon Customer's request (in accordance with the procedure set forth below), ILLUMINATED HOSTING will issue a credit to Customer equal to and not to exceed in any calendar month one day's worth of the Access Fee (as defined below) paid by Customer for such month.

The terms of this SLA relating to Average Round-Trip Latency and Average Packet Loss will take effect the first full calendar month after Customer's first use of the ILLUMINATED HOSTING Network.

Access Fee Definitions

For dedicated server Customers, the Access Fee consists solely of the base monthly fee paid by Customer for standard server packages, including the use of the server, the use of electricity to the extent provided to the Customer without additional charge, and up to the amount of data transfer allowed each month without additional charge. The Access Fee for purposes of the SLA credit excludes all other fees which might be charged to the Customer, including, without limitation, charges relating to managed services, incremental bandwidth usage and fees for electricity, extra IP addresses, RAM, or hard drives beyond that which is available without additional charge under ILLUMINATED HOSTING's standard rates. This list of potentially excluded fees is offered solely for purposes of illustration and not by way of limitation.

The Access Fee for all other Customers is the base monthly access fee paid by Customer for use of the applicable ILLUMINATED HOSTING service at the amount of data transfer allowed each month without additional charge, excluding set-up fees, fees for additional services, and for server and other types of options. Such excluded fees will vary by the type of applicable service, and could consist of fees for local loop, extra and/or burstable bandwidth, add-on components, extra IP addresses, hourly support charges, electricity when an additional fee is

charge for such an item, and managed services. This list of potentially excluded fees is offered solely for purposes of illustration and not by way of limitation.

Exceptions

Notwithstanding anything in the SLA to the contrary, Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the ILLUMINATED HOSTING Network caused by or associated with:

Circumstances beyond ILLUMINATED HOSTING'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 or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement;

Failure of access circuits to the ILLUMINATED HOSTING Network, unless such failure is caused solely by ILLUMINATED HOSTING;

General telco failure;

Scheduled maintenance and upgrades;

DNS issues outside the direct control of ILLUMINATED HOSTING;

Outage or error of any ILLUMINATED HOSTING measurement system;

Customers' acts or omissions, including without limitation, any negligence, willful misconduct, or use of the ILLUMINATED HOSTING Network or ILLUMINATED HOSTING services in breach of ILLUMINATED HOSTING's Terms and Conditions and Acceptable Use Policy, by Customers or others authorized by Customers.

Measurement

ILLUMINATED HOSTING will periodically (on average every 15 minutes) measure the ILLUMINATED HOSTING Network at Selected POPs using software and hardware components capable of measuring application traffic and responses at such Selected POPs. Customer acknowledges that not every POP may be covered by such measurements, that such measurements may not measure the exact path traversed by Customer's packets, and that such measurements constitute measurements across the ILLUMINATED HOSTING Network but not other networks to which Customer may connect. ILLUMINATED HOSTING reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer. Measurements for Latency and Packet Loss will be posted to a Web site designated by ILLUMINATED HOSTING and made available to Customer.

Credit Request and Payment Procedures

Requests for credits must be made on the Web site designated by ILLUMINATED HOSTING. Each request in connection with a Network Outage must be received by ILLUMINATED HOSTING within seven days of the Network Outage. Each request in connection with Average Round-Trip Latency or Average Packet Loss in a calendar month must be received by ILLUMINATED HOSTING within seven days after the end of such month.

Each validly requested credit will be applied to a Customer invoice within 2 billing cycles after ILLUMINATED HOSTING's receipt of such request. Credits are exclusive of any applicable

taxes charged to Customer or collected by ILLUMINATED HOSTING, and are subject to the caps described in the various SLA categories.

Notwithstanding anything in this SLA to the contrary, the total amount credited to a Customer in connection with Network Outages, Average Round-Trip Latency, and Average Packet Loss shall not exceed in any calendar month, when combined, the Access Fee paid by Customer for such month. In addition, the total amount credited under this SLA and under any other service level agreement or form of performance guarantee with respect to a Customer shall not exceed in any calendar month, when combined, the fees paid for the applicable services subject to such service level agreements or performance guarantees.

General

ILLUMINATED HOSTING reserves the right to change or modify this SLA at any time effective upon the posting thereof on this website. Except as set forth in this SLA, ILLUMINATED HOSTING makes no claims regarding the availability or performance of the ILLUMINATED HOSTING Network or ILLUMINATED HOSTING services.