

:: Service Level Agreement ::
// Revision: November 16, 2003 //

1. **General.** 2advanced.net's network architecture is designed to provide you with the best combination of high quality bandwidth, limited latency, equipment reliability and performance. In order to meet our service goals, we have constructed a state-of-the-art network facility that utilizes multiple high-speed global Internet backbone connections as well as several layers of redundancy. As a matter of confidence in our services and reliability, we extend to our customers this Service Level Agreement ("SLA") which describes the service level guarantees provided to you by 2advanced.net. This SLA applies to Internet data transmission and equipment performance from any and all data centers owned or operated, by 2advanced.net as specifically pertains to the Shared, Virtual Private and Dedicated Server hosting accounts.

This SLA is not applicable if any service degradation or disruption (a). occurs during schedule maintenance activity; (b). is the result of telephone company outages on shared services such as Frame Relay, SMDS, ATM, and Metropolitan Gigabit Fiber; (c). is related to acts or omissions of you or your authorized agent; (d). is the result of a malicious action by a third party against you or your authorized agent; (e). is related to adverse behavior of your equipment, facilities or applications that have been installed or located on the 2advanced.net network or 2advanced.net equipment; (or) (f). is related to adverse weather, natural disasters, acts of God, civil disorders, or other occurrences beyond the reasonable control of 2advanced.net.

Please note that by subscribing to and/or using the services provided by 2advanced.net or 2advancedstudios.net, or any derivative thereof, you are accepting the terms and conditions set forth in this Service Level Agreement.

2. **Technical Support.** 2advanced.net provides you with technical support concerning the setup, access, other server related issues, and ongoing operation of your account free of charge. 2advanced.net does not provide support for web applications, scripts, or any third party components or software that you have implemented or are intending to implement on your account (and to the extent supported by the physical limitations of this class of account service. 2advanced.net's technical support department operates 24 hours per day, 7 days per week, 365 days per year and is available by telephone (toll-free only to the United States, International must dial directly) during this time. In the abnormal event of unusually high call volume or telephone system problems, 2advanced.net's technical support department can be reached by e-mail at support@2advanced.net or through the use of the online Help Desk system, which can be accessed upon successful login to your Client Billing Manager account management page located at <http://cbm.2advanced.net/>.

The 2advanced.net standard time of initial first response to technical support issues is less than two (2) hours. This time, however, depends on the complexity of the inquiry and our overall workload in general. Highest priority for technical issues is prioritized on your server availability basis (severity), and is not considered "first come, first served". All phone calls or e-mails will be assigned a problem trouble ticket which will be updated to your account records for historical tracking purposes. In the event that initial first response is not achieved by 2advanced.net, you will be credited the prorated rate of one (1) day of account service charges, for each hour past the initial two (2) hour initial first response time, up to a maximum credit of five (5) days account service charges. Technical Support response credits will only be made available upon notification to your 2advanced.net technical support representative and at the time that initial contact is made.

3. **Other Customer Service Requests.** 2advanced.net provides you with general customer service support pertaining to your account free of charge. 2advanced.net's customer service department operates from 8:00 am (Pacific Standard Time) to 6:00 pm (Pacific Standard Time), Monday through Friday, and is closed on all national holidays. Generally, all non-technical customer service requests are responded to within four (4) hours during the aforementioned times. If your request pertains to billing, account information, or cancellation, please contact a Customer Service Representative by e-mail to billing@2advanced.net. Any inquires regarding the purchase of new account service, modification of existing service, or participation in our Affiliate Program should be directed to sales@2advanced.net.

4. **Escalation Procedures.** In the event that our technical support representatives are unable to resolve your technical support issues within the scope described in this Service Level Agreement, and to the extent that you are

dissatisfied with your technical support representative’s ability to achieve resolution of your problem, your trouble ticket can be escalated to a 2advanced.net Network Engineer. Once our technical support representatives have exhausted all possibilities for resolution within their control, Network Engineers will be made available on a “on-call” basis, 24 hour per day, 7 day per week, 365 day per year. The initial response time guaranteed by our Network Engineer team is four (4) hours from first contact by our technical support representative. As some issues may be particularly complex or require extensive investigation, the response times contained herein do not imply that a resolution is guaranteed within that time.

5. Network Availability. 2advanced.net is committed to providing you with 100% service ability of its network facilities, from point of connection to the Internet Backbone. During the course of any calendar month, if 2advanced.net network services are unavailable to you for an accumulated one-hour period or more (exclusive of limitations described in Section 1 above), 2advanced.net will credit you the prorated rate for two days of account service charges, for each hour of Network Unavailability, up to a maximum credit of one month’s services charges. Network Availability credits will only be made available if you contact 2advanced.net within five (5) days of such outage and request a credit for Network Availability in accordance with this Section 5 of the 2advanced.net SLA.

6. Server Availability. In an effort to achieve the greatest commitment to providing quality service to you, 2advanced.net observes the following schedule of credits for our failure to provide continuing Server Availability under the terms of this SLA.

6.1 Web Server Availability. 2advanced.net guarantees 99.6% monthly average availability of its Web Servers. Web Server availability is defined as your ability, via a web browser, to retrieve HTTP headers from your account server specifically. Unless otherwise provided for in our Managed Dedicated Server accounts, 2advanced.net does not actively monitor availability of individual web sites, but rather monitors the availability of the physical server itself. In order to monitor Web Server Availability, 2advanced.net will ping the HTTP service on the server and retrieve HTTP headers on a 5-minute interval basis with a 30-second threshold. During this time, if the HTTP service does not respond, the server will be considered to be non-operational and is automatically rebooted. If rebooting the server fails, the problem is automatically escalated to our technical support representatives. From the point of declared non-operational, we will calculate the total elapsed duration of server outage.

6.2 Mail Server Availability. 2advanced.net guarantees 99.6% monthly average availability of its Mail Servers. Mail Server availability is defined as your ability, to send (SMTP) and retrieve (POP3) e-mail via the particular mail server (and assuming both services are actually configured to run on the server). Unless otherwise provided for in our Managed Dedicated Server accounts, 2advanced.net does not actively monitor availability of individual mail servers, but rather monitors the availability of mail services on the whole for a physical server. In order to monitor Mail Server Availability, 2advanced.net will ping the SMTP and POP services every 5-minutes for 30-second thresholds. During this time, if the SMTP and POP3 service does not respond, the server will be considered to be non-operational and is automatically rebooted. If rebooting the server fails, the problem is automatically escalated to our technical support representatives. From the point of declared non-operational, we will calculate the total elapsed duration of server outage.

6.3 Server Availability Penalties. Upon your notice to 2advanced.net that your availability for the current calendar month has fallen below the guaranteed levels described in Section 6.1 or Section 6.2 inclusive, 2advanced.net will refund you in accordance to the schedule below a portion of your monthly service charges, up to a maximum credit of one month’s service charges:

Server Availability:	Your Credit:
Server Availability 99.0% through 99.6%	10% of Monthly Service Fee Credit
Server Availability 98.0% through 98.9%	20% of Monthly Service Fee Credit
Server Availability 95.0% through 97.9%	35% of Monthly Service Fee Credit
Server Availability 90.0% through 94.9%	50% of Monthly Service Fee Credit
Less than 90% Server Availability	Full Moth Service Fee Credit

To receive your refund, you must specifically request it during the month or within five (5) days following the last day of the month for which the refund is requested. You will be required to provide all dates, times

and durations of server unavailability along with various account information. All information must be submitted by e-mail to billing@2advanced.net. Your information will then be investigated and compared against 2advanced.net maintenance records to ensure accuracy. A credit to your account will be issued if the alleged unavailability is confirmed, which will be at the discretion of the 2advanced.net investigator.

6.4 Scheduled Maintenance. To ensure ongoing and optimal server performance of all Shared, Virtual Private and Dedicated servers, 2advanced.net will from time-to-time perform routine maintenance on said servers. Accordingly, 2advanced.net reserves the right to one (1) hour of server unavailability per month for maintenance purposes ("Scheduled Maintenance"). This Scheduled Maintenance is not included in server uptime calculations nor is it applicable towards the Server Availability Penalties described in Section 6.3 above.

7. Data Integrity and Redundancy. Where indicated in the account features section of the 2advanced.net Electronic Ordering Form, 2advanced.net will employ several techniques to ensure the ongoing integrity and redundancy of data on its servers. However, as a matter of practice all data contained on our web servers is your exclusive property and therefore you should take additional steps to ensure the security, safety and backup of your data. Unless 2advanced.net Backup Services have been specifically purchased, 2advanced.net will not perform routine or scheduled backups on your account. A backup may be performed by 2advanced.net, at its option, for emergency purposes only and depending upon the circumstances of the emergency may need to be restored. In such event, 2advanced.net will notify you of this procedure prior to actual performance. If your web server becomes corrupt or non-operational, for any reason, you may be called upon to restore your data. All accounts with 2advanced.net have the ability to perform a manual (self-administration) backup of data, and therefore if you are not using the 2advanced.net Backup Services you are highly encouraged to perform this function on a regular basis.

8. Server Storage Capacity. Where indicated in the account features section of the 2advanced.net Electronic Ordering Form, 2advanced.net provides you with information pertaining to the total storage capacity of your account. For an additional monthly fee and upon your request, 2advanced.net will increase the total storage capacity of your account. However, it should be noted that unless precautions are taken to monitor your storage capacity usage, your server may stop accepting, processing, or delivering data without your knowledge and without prior warning. This in turn may be attributed to server unavailability or even data loss. 2advanced.net shall not be held responsible for such unavailability or data loss. It is your responsibility to keep within the assigned limits of the account or to proactively request Storage Capacity upgrades to your account.

9. Data Retention. Except for where noted in the Online Hosting Agreement and Acceptable Use and Service Policy, 2advanced.net shall not retain any of your data following account termination, for any reason. In addition, any special backups made in accordance with Section 7 of this Agreement will be immediately destroyed following appropriate use and verified restoration procedures. At the time of account termination, all data is removed from our servers and from back-ups during scheduled back-up rotation. As a matter of practice, 2advanced.net shall not restore to another server, copy to CD-ROM, or send out any data pertaining to existing or terminated accounts.

10. Your Responsibilities. At a minimum, you will need to have the following access and provisions in order to make use and access the 2advanced.net service:

- (a). An Internet connection with sufficient bandwidth; **(and)**
- (b). A fully functioning Internet browser; **(and)**
- (c). A fully functioning POP/SMTP e-mail program (client); **(and)**
- (d). Tools to develop and publish content as you deem necessary; **(and)**
- (e). Tools to access database servers if you have purchased such services.