



TERMS OF SERVICE - ACCEPTABLE USE POLICY - SERVICE LEVEL AGREEMENT

Last Updated: 7/15/2009 -/- Effective: 7/16/2009

The below Terms of Service, Acceptable Use Policy and Service Level Agreement are only for Managed Hosting services. All colocation services also have a colocation agreement and ammended Terms of Service to suit each client needs.

TERMS OF SERVICE

This AxcelX Technologies LLC Acceptable Use Policy/Terms of Service ("AUP/TOS") describe the proper kinds of conduct and prohibited uses of AxcelX Technologies LLC's hosting services (the "Services"). This AUP is not exhaustive and AxcelX Technologies LLC reserves the right to modify this AUP at any time with notification of published URL and to be in effect on next billing term. By registering for and using the Services, and thereby accepting the terms and conditions of this AUP, you agree to abide by these conditions as modified from time to time. Any violation of the AUP may result in the suspension or termination of your account or such other action as AxcelX Technologies LLC deems appropriate.

IMPORTANT NOTE - AxcelX Technologies LLC has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below **WITHOUT WARNING OR PRIOR NOTICE**. No refunds or fees paid will be made if account termination is due to violation of the terms outlined below.

Shared Server Abuse

Any attempt to undermine or cause harm to a server, or customer, of AxcelX Technologies LLC is strictly prohibited.

Unauthorized use of other people's accounts or computers AxcelX Technologies LLC will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc.

Any unauthorized use of accounts or computers by a AxcelX Technologies LLC customer, whether or not the attacked account or computer belongs to AxcelX Technologies LLC, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

Customers may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailings, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by AxcelX Technologies LLC to be unacceptable use of AxcelX Technologies LLC's services including abuse of server resources.

All hosting accounts may be terminated that include the following content or which have links to the following content:

1. Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism or hatred.
2. Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
3. Displaying material that exploits children under 18 years of age.
4. Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.
5. Exporting encryption software over the Internet or otherwise, to points outside the United States.
6. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
7. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software. Any account that is deactivated by the abuse team will be charged the following reactivation fees:

1st offense - \$30.00

2nd offense - \$75.00

3rd offense - \$250.00 + Possible Account termination

This fee will only be waived if it is determined by the abuse team that the account was disabled without cause.

Unsolicited Email (Spam)

Unsolicited commercial advertisements (spam) are not allowed in e-mail, and will likely result in account cancellation.

AxcelX Technologies LLC takes a zero-tolerance approach to spam originating from our servers or for spam advertising of domains hosted on our servers.

The following activities are not allowed:

- Unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.
- Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.
- Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing").
- Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result

in account cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

- Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages.
- Providing spamware (software used to send bulk email or software used to harvest email addresses) or links to sites providing spamware is strictly prohibited and subject to demand for removal or account cancellation.

Note: If you use the services of another provider (including but not limited to the use of address lists obtained from a third party vendor or provider) to promote a website hosted by or through AxcelX Technologies LLC (spamvertising), then the provisions of the above Policy shall apply as if the spam were sent through our servers.

Penalty: Depending on the severity of your SPAMMING, AxcelX Technologies LLC reserves the right to charge you between \$1.00 - \$100.00 PER SPAM sent through our network. Your website content will also be confiscated and it will be NEVER returned to you.

Child Pornography

Our policy on child pornography is zero tolerance. AxcelX Technologies LLC will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the AxcelX Technologies LLC network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT `begin_of_the_skype_highlighting` 1-800-BEALERT `end_of_the_skype_highlighting`

Abuse of SMTP Mail Server

We do not allow clients to send more than 600 pieces of e-mail per day from a shared hosting account. If you do send more than 600 pieces of e-mail per day, your account will be placed on hold for Network Abuse. If you are sending legitimate e-mails and they total more than 600 per day your account will be moved to a special server that is specifically designed to handle high volumes of e-mail. You will be charged \$20.00/month in addition to your regular hosting charges if your account is moved to this server.

Background Running Programs

We may allow programs to run continually in the background. These are considered on a one-to-one basis and an extra charge will be incurred based on system resources used and operational maintenance needed. (this section does not apply to managed dedicated servers)

IRC

We currently do not allow IRC; IRC clients or IRC bots to be operated on any of our servers. In addition, IRC servers are not permitted on our network. Anyone found to be in violation of this policy risks immediate account termination.

Current Contact Information

Current customers must provide AxcelX Technologies LLC with, and keep current and up to date, good contact information including full address, email, phone, and fax numbers. AxcelX Technologies LLC uses contact information to reach customers during network emergencies, server downtime, maintenance windows and in case there are billing issues with your account. Failure to keep contact information up to date could lead to temporary account suspension until the information is updated.

Abuse of Virtual Server/Colocation Bandwidth Allotments

AxcelX Technologies LLC's customers are privileged to be offered large amounts of bandwidth and monthly transfer to their servers. The intention of AxcelX Technologies LLC is to provide large bandwidth allotments to businesses and consumers to serve as connections for their websites and web documents. AxcelX Technologies LLC bills all colocation customers on 95th percentile billing. Further in-depth information on 95th percentile metering may be found on the following site: <http://www.seanadams.com/95/>. Overage fees are billed 20% higher than normal bandwidth committed fees.

Payment Policies

All accounts are set up on a pre-pay basis. Setup fees are charged for all new accounts and major account changes and are non-refundable. AxcelX Technologies LLC reserves the right to change prices at any time, unless other terms have been agreed upon. We DO NOT accept credit card payment unless remitted using Paypal (www.paypal.com). Any account not brought current within a three (3 days) past due date and receives an email notice or exceeding this time frame in any way is subject to account suspension or incur a 15% late fee. The customer is responsible for all money owed on the account from the time it was established to the time of contractual obligations (set forth in signed agreement if deemed). If account becomes past due more than seven days (7 days) account will be entered into quarterly payment cycles due upon notice. All payments are in U.S. currency. AxcelX Technologies LLC will bill each client \$750.00 per returned check, per wire transfer received and per paypal chargeback received. Please note any paypal chargeback your account will be terminated or suspended upon receiving such notice. AxcelX Technologies LLC accounts are setup on 28 day billing cycles. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of AxcelX Technologies LLC) shall be paid by Customer. AxcelX Technologies LLC accepts paper checks, as well as paypal, wire transfers, money orders, cashiers checks and cash from customers for payment of hosting services and fees associated with your account.

Cancellation

AxcelX Technologies LLC reserves the right to cancel service at any time. All fees paid in advance of cancellation will be pro-rated and paid by AxcelX Technologies LLC if AxcelX Technologies LLC institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)

Setup fees are refundable only if the account order is canceled prior to account activation. For web hosting contracts, dedicated servers and colocation packages (under \$400), the full contract amount less any setup fees and overages will be refunded if AxcelX Technologies LLC is notified within the first 30 days following activation. No refund is available after the 28th day. This policy does not apply to any additional services such as overages, referrer logs, real audio/video, additional disk space, additional pop accounts. Due to security concerns, all account cancellations must be done with your account sales representative. Cancellations via email requests will not constitute acceptance of any cancellation. Refunds will be made by company check or issued back to your paypal account within 30 days of receipt of cancellation. To receive your refund, you must terminate this Agreement in the manner described in above and cease using the Services. Cancellations are processed only from 9 a.m. - 6 p.m. EST on Monday-Friday. No cancellations are processed on holidays or weekends.

*Advanced Hosting Packages (Dedicated and Colocation packages)

All advanced hosting packages must be cancelled according to the terms outlined in your contract. A cancellation notice must be submitted in writing 30 days in advance. Once the written cancellation notice has been received, you will be contacted via email regarding any restrictions or final obligations owed on your contract. If your on a 12, 24 or 36 month contract fees need to be paid in full before cancelation of outstanding term.

Liability and Obligations on Cancellation

If the Agreement expires or is cancelled for any reason, AxcelX Technologies LLC is not liable to you because of the expiration or cancellation for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate this Agreement, AxcelX Technologies LLC will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to AxcelX Technologies LLC under this Agreement.

IP Address Assignment

AxcelX Technologies LLC administers the network on which customer servers reside with bandwidth providers or partners. The customer cannot use IP addresses which were not assigned to them by AxcelX Technologies LLC staff. Any server found using IPs which were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

Intellectual Property Rights

Material accessible to you through AxcelX Technologies LLC's services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks,

trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use AxcelX Technologies LLC or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the AxcelX Technologies LLC network. If you use a domain name in connection with AxcelX Technologies LLC or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Network Security

Customers may not use the AxcelX Technologies LLC network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to:

- accessing data not intended for the customer logging into a server or account the customer is not expressly authorized to access
- password cracking
- forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization
- probing the security of other networks in search of weakness
- or violation of any other organization's security policy

Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to:

- flooding
- mail bombing
- or other deliberate attempts to overload or crash a host or network.

AxcelX Technologies LLC will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, AxcelX Technologies LLC will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting AxcelX Technologies LLC or any of its other customers.

Shared Hosting Account/Dedicated Server Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- Your password provides access to your account. It is your responsibility to keep your password secure.

- Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
- Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Customers who violate systems or network security may incur criminal or civil liability. AxcelX Technologies LLC will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

IP Address Ownership

AxcelX Technologies LLC shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by AxcelX Technologies LLC and AxcelX Technologies LLC reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

Copyright Infringement

DIGITAL MILLENNIUM COPYRIGHT ACT

Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on the AxcelX Technologies LLC system or website should be sent ONLY to our Designated Agent.

NOTE: THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR NOTIFYING AxcelX Technologies LLC THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED.

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g. REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF E-MAIL ABUSE, etc.) TO THE CONTACT LISTED BELOW. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT.

Written notification must be submitted to the following Designated Agent:

AxcelX Technologies LLC
Legal Department
215 South Broadway
Salem, NH 03079

Under Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following:

1. Physical or electronic signature of a person authorized to act on behalf of the copyright owner.
2. Identification of the copyrighted work claimed to have been infringed or a representative list if multiple works are involved.
3. Identification of the material that is claimed to be infringing that should be removed or access to disabled and information reasonably sufficient to enable the online service provider to locate the material (usually a URL to the relevant page).
4. Information reasonably sufficient to allow the online service provider to contact the complaining party (address, phone number, e-mail address).
5. Statement that the complaining party has "a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law."
6. Statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

Lawful Purpose

AxcelX Technologies LLC reserves the right to refuse service to anyone. Customers may only use AxcelX Technologies LLC server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of AxcelX Technologies LLC management. Regardless of the place of signing this agreement, the client agrees that for purposes of venue and jurisdiction this contract was entered into and performed in Rockingham County, New Hampshire, and any dispute will be litigated or arbitrated in Rockingham County, New Hampshire. Customer further waives all objections to venue or jurisdiction and acknowledges that venue and jurisdiction in any such litigation will be held in Rockingham County Courts. IN NO EVENT SHALL AxcelX Technologies LLC'S MAXIMUM LIABILITY EXCEED FIVE HUNDRED (\$500.00) DOLLARS FOR ANY REASON.

Indemnification

CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD AxcelX Technologies LLC HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED

AGAINST AxcelX Technologies LLC, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY CUSTOMER, IT'S AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AxcelX Technologies LLC AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH AxcelX Technologies LLC'S SERVER; (2) ANY MATERIAL SUPPLIED BY CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY; (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM AxcelX Technologies LLC'S SERVER.

Disclaimer

AxcelX Technologies LLC WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. AxcelX Technologies LLC MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. AxcelX Technologies LLC DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY AxcelX Technologies LLC AND ITS EMPLOYEES. AxcelX Technologies LLC RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.

CUSTOMER SHALL NOT TRANSFER OR ASSIGN THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF AxcelX Technologies LLC. HOWEVER, AxcelX Technologies LLC MAY ASSIGN THE CUSTOMER'S CONTRACT, IN PART OR IN WHOLE, AT ANYTIME WITHOUT CONSENT FROM OR NOTICE TO THE CUSTOMER. AxcelX Technologies LLC RESERVES RIGHT TO CANCEL CUSTOMERS RIGHTS UNDER THIS CONTRACT AT ANYTIME WITHOUT FURTHER OBLIGATION.

ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF AxcelX Technologies LLC MUST ADHERE TO THE ABOVE POLICIES.

FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.

AUP/TOS Revisions

AxcelX Technologies LLC RESERVES THE RIGHT TO REVISE, AMEND, OR MODIFY THIS AUP/TOS AND ALL OF OUR OTHER POLICIES AND AGREEMENTS AT ANY TIME AND IN ANY MANNER. NOTICE OF ANY REVISION, AMENDMENT, OR MODIFICATION WILL BE DEEMED WHEN THE NEW INFORMATION IS POSTED WITHIN THIS DOCUMENT OR ANY OTHER ONLINE AGREEMENTS. CUSTOMERS WILL NOT NECESSARILY BE NOTIFIED IN WRITING OF THESE CHANGES. PLEASE CHECK THIS AND ALL OTHER AxcelX Technologies LLC AGREEMENTS AND DOCUMENTS FREQUENTLY FOR CHANGES.

SERVICE LEVEL AGREEMENT

AxcelX Technologies LLC reserves the right to change this Service Level Agreement at any time with a 48 hour notice.

Uptime

AxcelX Technologies LLC strives to keep an uptime for 99.99%. These figures are projected monthly and credit will be given if the Client submits a Service Level Agreement request to support **Coverage and Definitions** This Service Level Agreement (Service Level Agreement) applies to you ("client") if you have ordered any of web hosting services from AxcelX Technologies LLC (the "Services") and your account is current (i.e., not past due) with AxcelX Technologies LLC. As used herein, the term "Service Unavailability" means the total number of hours of a particular month (based on 24-hour days for the number of days in the subject month) that the content of client's web site is unavailable for access by third parties via HTTP and HTTPS. **Service Level** This agreement sets out the minimum level of service that clients of AxcelX Technologies LLC can expect and levels of reimbursement for failure to meet such levels. AxcelX Technologies LLC aims to easily surpass these minimum objectives. AxcelX Technologies LLC will reimburse in the form of credits to clients in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected services:

Service Unavailability:

Credits: Less than 2 hours: None Between 2 and 24 hours: 15% of monthly fee More than 24 hours: 50% of monthly fee. **Colocation Server clients EXCLUDED (See Your Colocation Service Level Agreement)**

Exceptions

AxcelX Technologies LLC shall not be liable to reimburse in any form for failure to meet any of the guaranteed service level where such failure arises from any one or more of the following: a. Faults caused by the clients equipment, applications, interconnected equipment, networks, systems or gateways and / or the acts or omissions of the Customer, third party components whether within or outside AxcelX Technologies LLC Network or the acts or omissions of local exchange carriers or failure of third party services. b. Disconnection and / or reconnection of the services due to non-payment of any charges payable to AxcelX Technologies LLC or where the services are disconnected by reason of it being used for any illegal, unlawful or other objectionable purpose described in Terms of Use or Acceptable Usage Policy. c. Scheduled or routine maintenance or reconfiguration of the Network or AxcelX Technologies LLC's and affiliates equipment, including without limitations the following: - Maintenance by local public telecommunications and telegraph service provider on access circuits between AxcelX Technologies LLC and the clients' web sites. - Maintenance (hardware or software) made on a local AxcelX Technologies LLC's node or on AxcelX Technologies LLC equipment on the clients premises / web site. - Maintenance (software) made globally on AxcelX Technologies LLC network. d. Faults arising from reasons beyond AxcelX Technologies LLC's reasonable control and force major events including but not limited to catastrophic incidents, riots, vandalism, lightning, power failure, fire, flood, earthquake, emergency, curfew, industrial disputes, acts or omission of any person for whom AxcelX Technologies LLC is not responsible or any causes whether similar or otherwise outside AxcelX Technologies LLC's control. e. Scheduled maintenance and emergency maintenance and upgrades. f. DNS (Domain Name Server) issues outside the

direct control of AxcelX Technologies LLC. g. DNS Propagation h. Outages elsewhere on the Internet that hinder access to your account or services. AxcelX Technologies LLC is not responsible for browser or DNS caching that may make your web site appear inaccessible when others can still access it. AxcelX Technologies LLC will guarantee only those areas considered under the control of Web World. i. Client's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding, e.g. CGI, PERL, HTML, PHP, etc., any negligence, willful misconduct, or use of the Service in breach of AxcelX Technologies LLC's Terms of Use and Acceptable Usage Policy.

Credits and Reimbursements

To receive a reimbursement in the form of credit, clients must make a request by sending an email message to support. Each request in connection with this Service Level Agreement must include client's username and the dates and times and description of the unavailability of the service and must be received by AxcelX Technologies LLC within thirty (30) days. If the unavailability is confirmed by AxcelX Technologies LLC, credits will be applied within sixty (30) days after AxcelX Technologies LLC receipt of client's credit request. In the event that AxcelX Technologies LLC disputes the client's claim, the client shall not be entitled to the reimbursement specified, until and unless the dispute has been resolved.

Notwithstanding anything to the contrary herein, the total amount credited to client in a particular month under this Service Level Agreement shall not exceed the total hosting fee paid by client for such month for the affected service. Credits are client's sole and exclusive remedy with respect to any failure or deficiency in the service.

Connection

Our goal is to make our network free of outages and remain an uptime of 99.99%. Also to utilize the best networking equipment to maintain 5 milliseconds within our network. Your Collocation and Services are monitored 24/7 for any problems or concerns, and will be fixed promptly and customer notified. AxcelX Technologies LLC guarantee's an average packet loss to be less than 5% to the internet backbone. Packet loss is determined by AxcelX Technologies LLC and only by AxcelX Technologies LLC.

RANDOM: The parties agree that only measurements carried out by AxcelX Technologies LLC shall be used for the calculation of unavailable time and AxcelX Technologies LLC records shall be conclusive evidence thereof. The clients sole remedy in relation to a breach of this Service Level Agreement shall be limited to the service credits provided accordingly in this Service Level Agreement. The stated Service Level Agreement shall not apply during any trial or free period of the services, and this Service Level Agreement does not come into effect until after the end of the first 30 day(s) of the applicable services has been provided. This Service Level Agreement is in effect to benefit our Clients.