

Service Level Agreement

(Terms and Conditions)

99.99% Network Uptime Guarantee

This Service Level Agreement ("SLA") applies only to ITH Infotech Server Colocation and Dedicated Server customers agreeing to a Minimum Service Period of 6 months or one year or more.

For each cumulative hour of Network Unavailability exceeding one hour in a calendar month, at Customer's request, Customer's account will receive a credit for the pro-rated charges for one day of the Monthly Recurring Fee to a maximum of 50% of the Monthly Recurring Fee for the service. All Network Unavailability credit calculations will be based on unavailability in one-hour increments or fraction thereof.

This agreement does not cover outages caused by equipment and/or events not under the direct control of ITH or caused by individuals not directly employed by ITH. This SLA does not cover outages due to scheduled or emergency network and/or facility maintenance, which will be broadcast to all customers in advance, and will not exceed 30 minutes per month.

ITH reserves the right to amend the SLA from time to time effective upon posting of the revised SLA to the URL or other notice to Customer; provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate their service agreement without penalty by providing ITH writing notice of termination during the 30 days following notice of such amendment.