Service Level Agreement

A.   Network Service Level Agreements

1.   Availability Guarantee: NETHolding Hosting Facilities guarantees a network uptime availability of 99.9%. (Excluding local loop outages and maintenance windows.)

2.   Network Outage: Network Outage is defined as the occurrence, within NETHolding Hosting Facilities's network, resulting in the inability of NETHolding Hosting Facilities's IP Backbone to transmit IP packets on behalf of the customer. A Network Outage does not include maintenance windows or reasons of Force Majeure.

3.   Outage Triggering Service Credit

Level-One Outage. A Level-One Outage is defined as any occurrence within NETHolding Hosting Facilities's network that results in Network Outage greater than or equal to twelve (12) minutes in any calendar day. In the event that a Level-One Outage occurs, the Customer will receive credit for an entire day of service.

Level-Two Outage. A Level-Two Outage is defined as any occurrence within NETHolding Hosting Facilities's network that results in Network Outage greater than or equal to four (4) hours in any calendar day. In the event that a Level-Two Outage occurs, the Customer will receive credit for 25% of the monthly service fee.

Level-Three Outage. A Level-Three Outage is defined as any occurrence within NETHolding Hosting Facilities's network that results in Network Outage greater than or equal to eight (8) hours in any calendar day. In the event that a Level-Three Outage occurs, the Customer will receive credit for 50% of the monthly service fee.

4.   Multiple Outages within a 30 Day Period

Five Level-One Outages. In the event that a Customer experiences five (5) Level-One Outages within a 30 day rolling period, the Customer will receive credit for an entire month of service.

Three Level-Two Outages. In the event that a Customer experiences three (3) Level-Two Outages within a 30 day rolling period, the Customer will receive credit for an entire month of service.

Two Level-Three Outages. In the event that a Customer experiences two (2) Level-Three Outages within a 30 day rolling period, the Customer will receive credit for an entire month of service.

5.   Latency Guarantee

NETHolding Hosting Facilities's Latency Guarantee is measured as the average round-trip transmission of 85 milliseconds or less (for a 100Byte ping packet) within

the U.S. NETHolding Hosting Facilities Backbone Network (excluding any International backbone or exchange).

6.   Latency Guarantee Process

Latency shall be measured by averaging sample measurements taken during a calendar month between NETHolding Hosting Facilities's multiple domestic (U.S.) Points-of-Presence (POPs).

7.   Latency Guarantee Service Credit

If NETHolding Hosting Facilities fails to meet any Latency Guarantee in a given calendar month; the Customer's account will be credited for two weeks of service. NETHolding Hosting Facilities's Latency Guarantee does not include maintenance windows or reasons of Force Majeure.

8.   Packet Loss Guarantee

NETHolding Hosting Facilities guarantees Packet Loss of no greater than 1% across NETHolding Hosting Facilities's backbone.

9.   Packet Loss

The average percentage for the applicable calendar month, measured transmissions solely among points that are within the core NETHolding Hosting Facilities IP backbone; excluding delivery failures that are not attributable to performance of the NETHolding Hosting Facilities IP backbone (i.e. local loops and exchange points) or deliveries relating to scheduled periods of maintenance, upgrades or reasons of Force Majeure.

10.   Packet Loss Guarantee Process

Packet loss shall be measured by averaging sample measurements taken during a calendar month between backbone-to-backbone point routers.

11.   Packet Loss Guarantee Service Credit

If NETHolding Hosting Facilities fails to meet any Packet Loss Guarantee in a given calendar month; the customer's account will be credited for one week of service.

12.   Service Guarantee

This excludes local loop outages and maintenance windows. NETHolding Hosting Facilities considers an "outage" to be any service degradation on NETHolding Hosting Facilities's network (as indicated above) that lasts for more than twelve (12) minutes. The Customer will receive a free day of service for each day that the Customer experiences an outage. Five (5) outages over a thirty-day rolling period

and the Customer will receive a free month of service. Two consecutive months of free service and the Customer may cancel this agreement without penalty.

13. Total Outage Credits

They will not exceed the actual monthly recurring charge for the circuit. Should the Customer experience ten (10) or more Level-2 failures, and/or four (4) or more Level-3 failures on a rolling sixty (60) day basis, then the Customer may terminate only that portion of any Service Order or Service Orders related to the circuits so affected, by written notice to NETHolding Hosting Facilities, in accordance with the appropriate section of the Agreement.

B.   Information and Network Security Service Level Agreement

The following section provides agreed upon service levels for Information & Network Security.

1.   Summary of Terms and Definitions

Active Attack (DoS)	Malicious activity sustained or re-occurring within a specific timeline
Attempted Attack (DoS)	Suspicious activity detected within a specific timeline.
Successful Attack (DoS)	Malicious activity that results in service degradation of 50% or greater from established network baseline.
Attempted Intrusion	An event which unauthorized access to system or application level resources was targeted but not obtained
Successful Intrusion (Admin and/or other)	A confirmed event where policy based system or application level access controls were compromised.
Compromise	A breach of system and or application controls, which provide information asset security as, defined by policy.

2.   Successful Denial of Service Attack

Service Objective. To identify the cause and source of a successful Denial of Service attack and respond accordingly.

Responsibilities. To respond to Denial of Service attack event, Identify the type and source of attack, if necessary, notify customer contact of event, respond accordingly to suppress attack.

*Performance Measures.*At NETHolding Hosting Facilities's security response personnel discretion, personnel will identify the cause, type and attempt to identify the source

of the attack. NETHolding Hosting Facilities security personnel will attempt all reasonable efforts to initiate countermeasures: Within 1 hour

Penalty. 1 full day of service credit is granted if the server is not restored within the time limit specified in the "Performance Measures" section.

3.   Successful Intrusion

Service Objective. To identify the cause and source of an active Intrusion and to respond accordingly.

Responsibilities. To respond to Intrusion event, identify the type and source of attack if necessary, notify customer contact of event. Initiate legal action if necessary, in NETHolding Hosting Facilities's sole discretion.

Performance Measures. At NETHolding Hosting Facilities's security response personnel discretion, personnel will identify the cause, type and attempt to identify the source of the attack. NETHolding Hosting Facilities security personnel will attempt all reasonable efforts to initiate countermeasure: Within 1 hour

Penalty. One full day of service credit is granted if the attack is not suppressed within the time limit specified in the "Performance Measures" section, assuming the Customer has complied with the NETHolding Hosting Facilities security guidelines.

4.   Active Denial of Service Attack

Service Objective. To identify the cause and source of an Active Denial of Service attack and to respond accordingly.

Responsibilities. To respond to an active Denial of Service attack, identify the type and attempt to identify the source of attack. Monitor source for additional suspicious activity. Block IP address or contact source of activity if necessary. Intelligence collection for reporting.

*Performance Measures.*At NETHolding Hosting Facilities's security response personnel discretion, personnel will identify the cause, type and attempt to identify the source of the attack. NETHolding Hosting Facilities security personnel will attempt all reasonable efforts to initiate countermeasures: Within 2 hours

Penalty. 1/2 day of service credit is granted if the attack is not suppressed within the time limited specified in the "Performance Measures" section. In addition, if event escalates to a Priority 1 event, 1 day service credit will be granted.

C. Loss or Degradation of Service Caused by Customer

Problems that have been caused by the Customer resulting in a loss or degradation of service are not covered by any of the provisions of this Section ("Service Level Agreement").