

TIC-MYOnVO Service Level Agreement (Uptime Guarantee Credit Policy):

(Effective: 8/1/2002)

The TIC-MYOnVO Service Level Agreement (SLA) covers certain aspects of our Windows 2000/2003 shared hosting accounts and dedicated servers. Our goal is to achieve 100% Web site availability for all customers. The SLA serves to provide you confidence and assurance that we stand behind our services.

In the event that one of your service accounts falls below 99.9% availability (99.95% for Hosted servers) you may request a credit per the terms and conditions of the SLA. To request a credit you must submit the credit request form found within the Customer Account Center (login at our home page). In the unlikely event that our entire network is unavailable, please wait a little while and try again within 72 hours. If you still cannot reach our Customer Account Center, please contact us via phone or e-mail, stating that you have a claim and will be reporting it by submitting the credit request form when it becomes available (which said contact information can be found within your Account Information E-mail and/or Welcome Letter).

Requests for credit must be received within 72 hours after the incident for which the credit is being requested. If the unavailability is confirmed by us, a credit to your account will be applied within 10 days according to the credit payment schedule below. Credits are not refundable upon cancellation and can only be used for current or future charges.

1. Definitions and Applicability:

This TIC-MYOnVO Availability Service Level Agreement (SLA) applies to you ("Customer") if you have ordered services from TIC-MYOnVO (the "Services") and your account is current (i.e., not past due). As used herein, the term "TIC-MYOnVO Availability" means the time of a particular month (based on 24-hour days for the number of days in the subject month) that the customer's TIC-MYOnVO services are available for access by third parties via HTTP and HTTPS, along with other monitored protocols (see below), as measured by TIC-MYOnVO via our internal and/or external (third party) monitoring source(s). "TIC-MYOnVO" applies to our network, servers, and all monitored services as shown in the chart below.

Server Type:	Hosted and/or Monitored Services:
<input type="checkbox"/> DNS	PING, DNS
<input type="checkbox"/> Web	MYOnVO, PING, HTTP, HTTPS, FTP, ADMIN, WEBTRENDS
<input type="checkbox"/> E-mail	PING, POP3, IMAP4, SMTP, ADMIN, WEBMAIL
<input type="checkbox"/> Database	PING, MS SQL, MySQL

Non-Hosted services receive an uptime guarantee of 99.95% uptime, therefore all references to 99.9% throughout this document are 99.95% as it relates to Non-Hosted services vs. Hosted services, which are guaranteed at 99.9% uptime.

Network uptime is the total time in a calendar month that the TIC-MYOnVO network is available through the Internet, provided that Customer has established connectivity. TIC-MYOnVO takes responsibility for network availability within our network, however, we cannot be held liable for upstream problems (problems outside of our network or not within our direct control). Our guarantee is that our Network will be available to clients, free of network outages for 99.9% of each calendar month.

Scheduled Maintenance Downtime is any scheduled interruption of Service(s), either for the purpose of network upgrades, or for the replacement of any equipment in order to provide Customer better service. Scheduled downtime occurs during notified downtime periods (or maintenance windows). Notification of such will take place with as much advance warning as possible, via e-mail or our online support forum. The nature, and anticipated duration of any such outages will be provided, along with other details. When required our most common maintenance window is from 11PM to 3AM PST, Friday and/or Saturday late night.

2. Service Level:

I. Goal:

While we guarantee 99.9% uptime...TIC-MYOnVO seeks as it's goal to achieve 100% Service availability for all customers.

II. Remedy (Credit Policy):

Subject to Sections 3 and 4 below, if the Service Availability of customer's TIC-MYOnVO Service is less than 99.9%, TIC-MYOnVO will issue a credit upon request to customer's account based upon the credit chart below. If customer has paid on a quarterly, semi-annual, or annual basis, then the amount paid by customer will be calculated in terms of months and the TIC-MYOnVO Service Availability credits will be applied accordingly. The customer being credited must still be active on our systems during the billing period following the downtime to receive credit. Maximum credit shall not exceed the basic monthly service charge for the affected month. Credit can only be applied to services for the specific customer or Hosted service that experienced the downtime and does not have a cash value.

Service Downtime:	Credit:
□ 0 to 15 minutes	0%
□ 16 to 60 minutes	10%
□ 61 to 240 minutes	25%
□ 4hrs +	100%
□ 8hrs + (email svc only)	400%

3. Exceptions:

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of TIC-MYOnVO Service Availability caused by or associated with:

I. Circumstances beyond our reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, armed conflict, 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, virus attacks or

hackers, failure of third party software (including, without limitation, e-commerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

II. Failure of access circuits to our network, unless such failure is caused solely by TIC-MYOnVO Hosting;

III. Scheduled maintenance or upgrades, where adequate notice of such has been provided;

IV. DNS issues outside the direct control of TIC-MYOnVO Hosting;

V. Issues with customer access to: FTP, POP3, IMAP4, SMTP, MYOnVO (or other monitored, non-monitored or other **TIC-MYOnVO** services), that do not relate to a failure of those services by TIC-MYOnVO (i.e. other customers are able to access said services without issue and/or we are unable to duplicate reported issues);

VI. False SLA breaches reported as a result of outages or errors of any TIC-MYOnVO measurement system;

VII. Customer'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, ASP/.Net, CFM, PHP, etc.), any negligence, willful misconduct, or use of the services in breach of our Terms of Service (Legal Agreement);

VIII. E-mail, webmail or MYOnVO delivery, transmission and reception, unless such failure is caused solely by TIC-MYOnVO and relates to a complete outage of said service(s);

IX. DNS (Domain Name Server) Propagation;

X. Outages elsewhere on the Internet that hinder access to your account. TIC-MYOnVO is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. TIC-MYOnVO will guarantee only those areas considered under the control of TIC-MYOnVO Hosting: our server links to the Internet, our routers, firewalls, and other network equipment, and our servers themselves.

4. Credit Request and Payment Procedures:

To request a credit, the customer must submit the credit request form found within the Customer Account Center (login at our home page). All requests in connection with this SLA must include the: account username, domain name, and the dates / times of the unavailability of customer's service and must be received by TIC-MYOnVO within 72 hours after the customer's Web Site was not available. While not required, it would be very helpful for the customer to provide documentation of the outage, such as ping and/or trace route reports so we can view the routes taken to our network. If the unavailability is confirmed by TIC-MYOnVO Hosting, credits will be applied within 10 days after TIC-MYOnVO receipt of the customer's credit request form submission. Credits are not refundable upon cancellation and can be used only towards future billing charges (credit have no cash value).

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for

such month for the affected services with the exception of email services which has 400% credit beyond 8hrs of service disruption.

Credits are exclusive of any applicable taxes charged to customer or collected by TIC-MYOnVO and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Web Site Availability of customer's Web site.

If you have any questions about our uptime guarantee / SLA, please contact your TIC-MYOnVO representative.

