

Terms and Conditions as May 2007

-- IMPORTANT! THESE TERMS AND CONDITIONS GOVERN THE USE OF THE CARPATHIA HOSTING, INC.'S AND PROHOSTERS' (COLLECTIVELY REFERRED TO AS "COMPANY" OR "WE") WEB SITE, MATERIALS AND SERVICES BY COMPANY, CUSTOMERS AND THE CUSTOMER EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "CUSTOMER"). BY USING THE WEB SITE/MATERIALS/SERVICES, CUSTOMER AGREES TO ALL OF THE PROVISIONS CONTAINED OR REFERRED TO IN THESE TERMS AND CONDITIONS. COMPANY RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME IN ITS SOLE DISCRETION. CUSTOMER USE OF THE WEB SITE/MATERIALS/SERVICES AFTER SUCH CHANGES ARE POSTED TO THE WEB SITE CONSTITUTES CUSTOMER ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS AND CONDITIONS REGULARLY

ORDER ACCEPTANCE POLICY Customer's receipt of an electronic or other form of order confirmation does not signify our acceptance of Customer's order, nor does it constitute confirmation of the order or our offer to sell. We reserve the right, in our sole discretion, without prior notification, to accept or decline Customer's order or limit the order quantity for any reason. For credit card payments, such payment is subject to the approval of the financial institution issuing the credit card and we shall not be liable in any way if such financial institution refuses to accept or honor the credit card for any reason. We may require, at our option, that any order placed over certain dollar amounts receive our pre-approval. We also may require additional verification or information before accepting any order.

ACCEPTANCE OF CONTRACTUAL AGREEMENT 1. Customer agrees that by placing an order either by means of electronic ordering (web order form) or submitting a written contract, and receipt of such order by Company, or by using any of Company resources or services that you are agreeing to our Terms and Conditions (TAC), Acceptable Use Policy (AUP), and our Service Level Agreement (SLA). No modifications of these documents by customer are allowed. 2. Company will provide, and Customer will purchase and pay for, the services, and service fees specified in the Order for the applicable Service Description. Customer acknowledges that the service and service fees have been communicated to the customer, and that he/she is aware of all applicable charges and is aware of our AUP, SLA, and TAC. Customer also understands that any promotional offers unless specified in contractual terms will not be applicable to their individual service. 3. In connection with any Hosting Services, if Customer's actual bandwidth or disk usage in any month exceeds the allotted amount, as specified in the applicable hosting plan that Customer subscribes to, then Customer will pay Company any additional fees as specified in the Service Description. If Customer does not pay, Company will suspend Customer's account until payment is received.

PRICE AND PAYMENT TERMS For Services ordered through Sales Orders, the initial rates and fees for such Services will be listed on the Sales Orders. In the event that Customer places an order for Services from Carpathia using a method acceptable to

Carpathia other than a Sales Order, including the Customer Care Website and/or telephone, the initial rates and fees for such Services will be Carpathia's then-current list price for such Services. The rates and fees for Services ordered by Customer on a Sales Order or Online/Phone Order will remain in effect for one year from the date of the Order. Thereafter, rates and fees will be subject to change, at Carpathia's reasonable discretion, upon thirty (30) days' prior written notice. Notwithstanding the foregoing, there are no restrictions on Carpathia's right to modify its rates and fees for Services as to Orders not in effect prior to such changes. Establishment of this service is contingent upon receipt of payment from Customer to Company. Payment is due on the defined monthly recurring billing date of each month. Credit cards that are declined for any reason are subject to a \$10.00 declination fee. Service will be interrupted on accounts that reach 10 days past due. Service interrupted for non-payment is subject to a \$50.00 reconnect charge. Accounts not paid by due date are subject to a \$25.00 late fee. If Customer charges back any payments made on Customer's credit card and the charge backs are later reversed because they were unsubstantiated, then Customer will pay a \$50 fee to Company per unsubstantiated charge back.

DELINQUENT ACCOUNTS Company may temporarily deny service or terminate all services to Customer upon failure of Customer to pay charges when due. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued service fees, or any future contracted fees due. If Customer defaults, the Customer agrees to pay Company its reasonable expenses incurred in enforcing its rights under these Terms and Conditions, including attorney and collection agency fees. An act of default accelerates payments to be due immediately, as credit is no longer being extended.

ACCEPTANCE OF TERMS Company makes available for Customer's use on this Web site (the "Site") information, documents, software and products (collectively, the "Materials") and various services operated by Company (collectively, the "Services"), subject to the terms and conditions set forth in this document ("Terms and Conditions"). By accessing or using this Site, which includes Customer's access to or use of any of the Services/Materials, you agree to these Terms and Conditions. Company reserves the right to change the Terms and Conditions from time to time at its sole discretion. Customer's use of the Site will be subject to the most current version of the Terms and Conditions posted on the Site at the time of such use. In addition, when using particular Services or Materials on this Site, Customer shall be subject to any posted guidelines or rules applicable to such Services or Materials that may contain terms and conditions in addition to those in the Terms and Conditions. All such guidelines or rules are hereby incorporated by reference into the Terms and Conditions. If you breach any of the Terms and Conditions, Customer's authorization to use this Site automatically terminates and you must immediately destroy any Materials downloaded or printed from the Site.

TERM/ACCOUNT CANCELLATION Customer explicitly agrees that while Customer has an active contract with Company, Customer may not terminate its contract.

Unless otherwise agreed to by the parties in writing, for each Service, the initial Service Term for such Service shall be one (1) year, commencing on the date referred to as the "Activation Date" for Services ordered on Sales Orders, and commencing on the date Services are made available for Customer's use for Services ordered via Online/Phone Orders or for Services ordered via Sales Orders where the Activation Date is not stipulated. Unless otherwise agreed to by the parties in writing, for each Service, the Service Term for such Service will renew automatically for additional terms of one (1) year each, unless either party notifies the other party at least forty-five (45) days prior to the end of the then- current Service Term for such Service that it has elected to terminate the Service Term for such Service, in which event the Service Term for such Service will terminate at the end of such then- current Service Term. All amounts due on account must be paid prior to the cancellation date in order for the cancellation to be effective.

LEGAL ACTION Carpathia Hosting reserves the right to deny service to any entity threatening or involved in legal action against Carpathia Hosting or any partner or subsidiary thereof.

REFUNDS AND DISPUTES All payments to Company are non-refundable regardless of usage. All billing disputes must be reported within 30 days of the time the dispute occurred. Disputed charges to Customer's credit card issuer, also known as chargebacks, under the terms and conditions of our SLA, AUP, and TAC, will result in service interruption, as well as reconnection fees of \$30 to restore the desired service. Service will be restored after a chargeback solely at the Company's discretion.

ACCEPTABLE USE Customer may not take any action that violates Company's AUP. The most recent copy of Company's AUP can always be found on the Company Site. Customer is responsible for periodically checking the AUP and ensuring that they stay in compliance.

PRIVACY POLICY Company collects, stores and uses data obtained from Customer in accordance with our Privacy Policy. The most recent copy of Company's Privacy Policy can always be found on the Company Site.

LIMITED LICENSE Use of certain Company services grants a limited license to use various software products. The limited license allows Customer to make use of such software, up to the limits of Customer's service, for as long as Customer's service is current and up to date. Upon termination of Customer's service Customer's right to use such software is also terminated and any license keys, serial codes etc. should be returned to Company and no longer used. The limited license grants rights to use such software on Company equipment only and the license cannot be used on any other equipment.

USE AND PROTECTION OF USERNAME AND PASSWORD Customer is responsible for maintaining the confidentiality of Customer's username and/or password, if

applicable. Customer is responsible for all uses of Customer's account, whether or not actually or expressly authorized by you.

WARRANTIES AND DISCLAIMERS EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN CUSTOMER AND COMPANY, ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY THAT (i) THE SERVICES AND MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS, (ii) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE WILL MEET CUSTOMER'S EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE OBTAINED FROM THE SITE WILL BE CORRECTED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS. THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. COMPANY MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND COMPANY MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES. COMPANY ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION, DOCUMENTS, SOFTWARE, MATERIALS AND/OR SERVICES WHICH ARE REFERENCED BY OR LINKED TO THIS SITE. REFERENCES TO OTHER CORPORATIONS, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE SITE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND WITH CUSTOMER'S AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS

FROM SUCH ACTIVITIES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS. THIS SITE CONTAINS LINKS TO THIRD-PARTY WEB SITES THAT ARE NOT UNDER THE CONTROL OF COMPANY. COMPANY MAKES NO REPRESENTATIONS WHATSOEVER ABOUT ANY OTHER WEB SITE TO WHICH YOU MAY HAVE ACCESS THROUGH THIS SITE. WHEN CUSTOMER ACCESSES A NON-COMPANY WEB SITE, THEY DO SO AT CUSTOMER'S OWN RISK AND COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION, DATA, OPINIONS, ADVICE, OR STATEMENTS MADE ON THESE SITES OR FOR THE QUALITY OF ANY PRODUCTS OR SERVICES AVAILABLE ON SUCH SITES. COMPANY PROVIDES THESE LINKS MERELY AS A CONVENIENCE AND THE INCLUSION OF SUCH LINKS DOES NOT IMPLY THAT COMPANY ENDORSES OR ACCEPTS ANY RESPONSIBILITY FOR THE CONTENT OR USES OF SUCH WEB SITES. THIS SITE CAN BE ACCESSED FROM OTHER COUNTRIES AROUND THE WORLD AND MAY CONTAIN REFERENCES TO COMPANY PRODUCTS, SERVICES, AND PROGRAMS THAT HAVE NOT BEEN ANNOUNCED OR MAY NOT BE OFFERED OR SUPPORTED IN CUSTOMER'S COUNTRY. THESE REFERENCES DO NOT IMPLY THAT COMPANY INTENDS TO ANNOUNCE OR OFFER SUCH PRODUCTS, SERVICES OR PROGRAMS IN CUSTOMER'S COUNTRY. ENTIRE AGREEMENT; AMENDMENTS

These Terms and Conditions, together with the Acceptable Use Policy and the Privacy Policy, supersede any prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and these Terms and Conditions, together with the Acceptable Use Policy and the Privacy Policy, constitute the sole and entire agreement between the parties with respect to the matters covered hereby. Carpathia Hosting reserves the right to change this policy at any time without notice.

TERMS AND CONDITIONS RELATED CONCERNS Should you have questions or concerns relating to these Terms and Conditions, please send e-mail to:

Email info@Carpathiahosting.com

ACCEPTABLE USE POLICY

As a provider of Internet access, web site hosting, and other Internet-related services, Carpathia Hosting offers its customers (also known as subscribers), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Carpathia Hosting respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Carpathia Hosting reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Carpathia Hosting has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing Carpathia Hosting's services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Carpathia Hosting cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Carpathia Hosting cannot monitor or censor the Internet, and will not attempt to do so, Carpathia Hosting cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that Carpathia Hosting does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Carpathia Hosting's network and may reach a large number of people, including both subscribers and nonsubscribers of Carpathia Hosting, subscribers' postings to the Internet may affect other subscribers and may harm Carpathia Hosting's goodwill, business reputation, and operations. For these reasons, subscribers violate Carpathia Hosting policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward Carpathia Hosting, but also because it can overload Carpathia Hosting's network and disrupt service to Carpathia Hosting subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Carpathia Hosting reserves the right to terminate any service/site that is advertised via spam regardless of where the message was sent from.

Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Carpathia Hosting is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also Carpathia Hosting's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Using Carpathia Hosting's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Carpathia Hosting is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Carpathia Hosting's network.

Defamatory or Abusive Language -- Using Carpathia Hosting's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message. Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Denial Of Service Attacks -- Carpathia Hosting reserves the right to null-route any IP address on our network that is under a DoS or DDoS attack that is deemed disruptive to neighboring customers. Carpathia engineers are available for more complex hardware / software solutions to resolve such attacks under professional services.

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- 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.

DMCA -- For information on how to file a DMCA please see the following link and PDF. When sending a DMCA into Carpathia Hosting, please use these guidelines and send your completed request into abuse@carpathiahost.com.

External Link www.copyright.gov

Adobe PDF Example DMCA

Get Adobe Reader

Facilitating a Violation of this AUP -- 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.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Internet Relay Chat (IRC) Service -- Carpathia Hosting does not support the hosting of IRC servers or bots. We reserve the right to terminate any account we find hosting this material with no notice and no refund.

Usenet Groups -- Carpathia Hosting reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities -- Engaging in activities, whether lawful or unlawful, that Carpathia Hosting determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. Carpathia Hosting will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Carpathia Hosting policy or applicable law. When Carpathia Hosting becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Carpathia Hosting also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching Carpathia Hosting's facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. Carpathia Hosting does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. Carpathia Hosting has the right to directly take action against a customer of a subscriber. Also, Carpathia Hosting may take action against the Carpathia Hosting subscriber because of activities of a customer of the subscriber, even though the action may effect other customers of the subscriber. Similarly, Carpathia Hosting anticipates that subscribers who offer Internet services will cooperate with Carpathia Hosting in any corrective or preventive action that Carpathia Hosting deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Carpathia Hosting policy. Carpathia Hosting also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Carpathia Hosting urges its subscribers to assume that all of their on-line

communications are insecure. Carpathia Hosting cannot take any responsibility for the security of information transmitted over Carpathia Hosting's facilities.

Carpathia Hosting will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. Carpathia Hosting may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Carpathia Hosting may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Carpathia Hosting assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, Carpathia Hosting may disclose subscriber information or information transmitted over its network where necessary to protect Carpathia Hosting and others from harm, or where such disclosure is necessary to the proper operation of the system.

Carpathia Hosting expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate Carpathia Hosting policy. Finally, Carpathia Hosting wishes to emphasize that in signing the service agreement, subscribers indemnify Carpathia Hosting for any violation of the service agreement, law, or Carpathia Hosting policy, that results in loss to Carpathia Hosting or the bringing of any claim against Carpathia Hosting by any third-party. This means that if Carpathia Hosting is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against Carpathia Hosting, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Carpathia Hosting and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to abuse@Carpathiahosting.com.

SERVICE LEVEL AGREEMENT

1. Packet Loss and Latency.

Carpathia Hosting, Inc. does not proactively monitor the packet loss or transmission latency of specific customers. Carpathia Hosting, Inc. does, however, proactively monitor the aggregate packet loss and transmission latency within its LAN and WAN. After discovering or being notified by Customer of packet loss in excess of one percent (1%) ("Excess Packet Loss") or transmission latency in excess of 120 milliseconds round-trip time based on Carpathia Hosting, Inc.'s measurements ("Latency") between any two routers within the continental United States portion of the Network, Carpathia Hosting, Inc. will use commercially reasonable efforts to

determine the source of such Excess Packet Loss or Latency and to correct such problem to the extent that the source of the problem is on our Network.

2. Remedy for Failure.

If after 52 minutes and 34 seconds of discovering or being notified of any Excess Packet Loss or Latency on the Network and the problem is on Carpathia Hosting, Inc.'s Network, and Carpathia Hosting, Inc. fails to remedy such Excess Packet Loss or Latency, Carpathia Hosting, Inc. will credit Customer's account the pro-rata Bandwidth Fees for such continuous Excess Packet Loss or Latency that follows the initial 52 minutes and 34 seconds, provided that all such credits will not exceed an aggregate maximum credit of Bandwidth Fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.

3. Inability to Access the Internet (Downtime).

Customer shall be able to transmit and receive information from the Network to other portions of the Internet without Downtime (as defined below) 99.99% of the hours as an average calculated over each calendar year. "Downtime" shall be defined as Customer experiencing sustained packet loss in excess of fifty percent (50%) based on Carpathia Hosting, Inc.'s measurements. If Customer experiences in excess of 52 minutes and 34 seconds continuous Downtime, then Carpathia Hosting, Inc. will credit a Customer's account the pro-rata Bandwidth Fees for such Downtime, provided that all such credits will not exceed an aggregate maximum credit of Bandwidth Fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.

4. Power Availability.

Carpathia Hosting, Inc. guarantees 100% power availability to the Customer's Space. In the event of an unscheduled power outage caused by Carpathia Hosting, Inc., Carpathia Hosting, Inc. will credit a Customer's account the pro-rata Space Fees associated with the unscheduled power outage, provided that all such credits will not exceed an aggregate maximum credit of Space Fees otherwise due from Customer for one (1) calendar month for failures in any one (1) calendar month.

5. Customer Must Request Credit.

Customer must notify Carpathia Hosting, Inc. within five (5) business days from the time Customer becomes eligible to receive a credit under this Section 6 to receive such credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

6. Limitation on Remedies.

If Customer is entitled to multiple credits under this SLA, such credits shall not be cumulative beyond a total of credits for one (1) calendar month in any one (1) calendar month in any event. Carpathia Hosting, Inc. will not apply a credit under Section 2 for any Excess Packet Loss or Latency for which Customer received a credit under Section 3. Sections 2, 3 and 4 above state Customer's sole and exclusive remedy for any failure by Carpathia Hosting, Inc. to provide Services or adequate

Service levels, including but not limited to any outages or Network congestion. Neither Carpathia Hosting, Inc.'s suspension nor modification of Service in accordance with the terms of this Agreement, Scheduled Maintenance, Customer error, Customer Equipment malfunction, insufficient bandwidth purchased by Customer to support Co-located Service applications, nor denial of service attacks on the Network or Customer Equipment shall be deemed to be a failure of Carpathia Hosting, Inc. to provide adequate Service levels under this Agreement.