

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND NGENX CORPORATION REGARDING THE SUBJECT MATTER ADDRESSED HEREIN, AND SUPERSEDES AND REPLACES ANY PRIOR AGREEMENT, UNDERSTANDING, OR COMMUNICATION, WHETHER WRITTEN OR ORAL.

ANY TERM USED HEREIN THAT IS NOT OTHERWISE DEFINED, SHALL BE ASSUMED TO HAVE THE MEANING ASCRIBED IN THE GENERAL TERMS & CONDITIONS LOCATED AT [HTTP://WWW.NGENX.COM/LEGAL/GENERAL-TERMS.PDF](http://www.ngenx.com/legal/general-terms.pdf) (HEREAFTER "GENERAL TERMS & CONDITIONS").

1. Network. nGenx warrants that the network will be available 99.99% of the time in a given month; excluding scheduled maintenance. Upon experiencing downtime, you shall be eligible to receive a credit equal to five percent (5%) of the monthly recurring fee (MRC) for each thirty (30) minutes of downtime (up to a maximum of 100% of the MRCs for the affected Service). Network uptime includes the functioning of all nGenx networks, infrastructure including routers, switches and cabling, but does not include services or software running on your server. Network downtime exists when you are unable to transmit or receive data, and nGenx records such failure in the nGenx Trouble Ticket System based on you opening a Trouble Ticket. Network downtime is measured from the time you open the Trouble Ticket until the time you are once again able to transmit and receive data.

2. Infrastructure. nGenx warrants that the critical infrastructure systems, including power and HVAC, will be available 99.99% of the time in a given month, excluding scheduled maintenance. Upon experiencing downtime, you shall be eligible to request a credit equal to five percent (5%) of the MRC for each thirty (30) minutes of downtime (up to a maximum of 100% of the MRCs for the affected Service). Critical infrastructure includes all power and HVAC infrastructure including UPS', PDU's and cabling. Infrastructure downtime exists when a particular server is shut down due to power or heat problems and nGenx records such failure in the nGenx Trouble Ticket System based on you opening a Trouble Ticket. Infrastructure downtime is measured from the time you open a Trouble Ticket regarding server downtime until the time the power or heat problem is resolved. This warranty excludes the time required to rebuild or replace your failed component.

3. Hardware. nGenx warrants the functioning of all leased hardware components and will replace any failed component at no cost to You. Hardware replacement will begin

once nGenx identifies the cause of the problem. nGenx will use commercially reasonable efforts to effectuate any needed hardware replacement within four (4) hours of problem identification. In the event it takes nGenx more than four (4) hours to replace faulty hardware, you shall be eligible to request a credit equal to five percent (5%) of the MRC per additional hour of downtime (up to a maximum of 100% of the MRCs for the affected Service). Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under the server lease. This warranty excludes the time required to rebuild RAID array(s) and the reloading of certain operating systems and applications.

4. Demarcation. Our Services are delivered over a broadband connection. nGenx accepts no responsibility for your LAN, PCs, broadband connection, desktop, applications not hosted by nGenx, or any other items beyond the Service provided. The nFinity Basic Desktop™ and nFinity Advanced Desktop™ contain server side and HVD virus protection, but do not protect your internal network from viruses, spyware, cookies, or other items which may inhibit the performance of your network and/or applications.

5. Changes to this Service Level Agreement. nGenx may change this Service Level Agreement at any time if we give you notice of the proposed modification. You may object to the proposed modification by giving us written notice thereof within thirty (30) days of the date you were first notified of the change. Any objection to a proposed modification must be submitted pursuant to the notice provision set forth in the General Terms & Conditions. Should nGenx disregard your objection and enact the proposed modification, you may terminate the affected Services by giving us thirty (30) days prior notice in which case you will not be subject to an early termination fee. You will however, still be responsible for all charges for Services provided before the effective date of your termination.

NOTE: Should the user experience an application getting hung while rendering, it is recommended that the user log-off and log back in again prior to calling a ticket into support. This is often caused by local bandwidth or network issues.

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