

SERVICE LEVEL AGREEMENT

Web Hosting Services – Managed Server Solutions

Subject to the Customer fulfilling all of its obligations under the Contract, which includes this Service Level Agreement and the Service Description, Mesh Internet Limited will use its reasonable endeavors to provide 99.5% Service availability, as measured by Mesh Internet management systems ("Service Level Commitment"). The Service Level Commitment will be measured by the service availability calculation, set forth below.

Service Term

For the purposes of determining Service availability, MESH INTERNET shall measure the availability over the "Annual Term" of the Service. The Annual Term is the initial term of the Service, commencing on the first day of Service for a period of a year, and, after the initial term, any renewal term, commencing on the first day following the last day of the then current Annual Term, for a period of a year.

Service Availability Calculation and Service Credit

If during any given Annual Term, calculations reveal a total service availability time less than 99.5% of the Total Annual Time Period, then Customer shall receive a credit to be used against future service charges ("Service Credit"). The "Total Annual Time Period" is equal to the total number of hours in the Annual Term less any hours lost as a result of properly notified and scheduled Service interruptions (as described below), any interruptions deemed to be caused (directly or indirectly) by Customer or its representative or any third party, any hours lost as a result of MESH INTERNET's inability to contact the Customer's Representative where such contact is necessary for the provision of the Service, or by the failure or malfunction of any equipment or facilities not owned or provided by or not within the control of MESH INTERNET. Service interruption will be measured from the point at which the Customer notifies MESH INTERNET of the interruption, which detected fault is confirmed by MESH INTERNET, to the point at which Service is renewed and demonstrated as active. The Service Credit shall be the sum equal to the amount of the periodic service charge pro-rated for the period of service interruption. The Service Credit is granted exclusively against future charges made by MESH INTERNET under the Contract, and is not available as a refund or as a credit against charges arising under any other contract or service order or agreement with MESH INTERNET. The Service Credit will be credited in the final invoicing period if the Contract is terminated for whatever reason. Written claims for valid Service Credits must be received within 45 days of the point at which the fault and break in Service was detected and confirmed as service interruption by MESH INTERNET.

Scheduled Service Interruptions

MESH INTERNET may suspend the Service: (i) to vary the technical specification of the Service; or (ii) to repair, maintain or improve the Service. Such suspension of the Service shall be deemed scheduled Service interruptions and will be notified at least two (2) business days in advance, whether by e-mail, a notice on the MESH INTERNET Website or otherwise in writing. MESH INTERNET will, during such suspension, use its reasonable endeavours to ensure that minimum disruption is caused to the Service. MESH INTERNET will not be liable to the Customer for any scheduled Service interruptions however caused.

Limitations on Service Level Commitment

Failure to adhere to the customer responsibilities set forth in the Customer Agreement, any attachment or Order Form, or MESH INTERNET's Acceptable Use Policy will invalidate the Service Level Commitment made by MESH INTERNET. Where MESH INTERNET suspends the Service as permitted in the Contract, the provision of the Service Level Commitment shall also be suspended, with no liability to MESH INTERNET. MESH INTERNET's entire liability related to the failure to provide the Service Level Commitment is limited to the remedies set forth in this Section. MESH INTERNET's entire liability in respect of MESH INTERNET Software shall be the replacement of any of such software which is found to be defective.

Help Desk / Support Services

MESH INTERNET will provide e-mail and telephone access to its 24x7x365 support help desk. MESH INTERNET shall also provide call logging and fault tracking services.

MESH INTERNET Responsibilities

In addition to the other obligations expressly set forth in the Service Description and this Service Level Agreement, MESH INTERNET shall be responsible for the following:

Set-Up and Configuration. MESH INTERNET will pre-configure the Server in accordance with the configuration indicated on the Order Form.

Monitoring Services. MESH INTERNET will provide monitoring of the following at no additional cost:

- HTTP services
- SMTP services
- FTP services
- A single nominated Port or IP Number, if indicated on the Order Form, that is provided for use with the Service Monitoring comprises of scanning servers to determine if the designated port and services are accessible ("Service Inaccessibility"). In the event of Service Inaccessibility, if Customer has purchased an SAS Plan (as defined in the Service Description), MESH INTERNET will use reasonable endeavors to restore accessibility. If Customer has not purchased an SAS Plan, MESH INTERNET will notify Customer of the Service Inaccessibility and shall take no further action until contacted by Customer. If MESH INTERNET determines that the Service Inaccessibility has been caused, either directly or indirectly, by Customer or its representative or any third party, the MESH INTERNET resources allocated to addressing

the Service Inaccessibility may be charged as a System Administration Service as described below. A failure report will be sent to the Customer upon request. A Customer may purchase an SAS Plan as described below.

Metrics

Provisioning of the Service:

For Professional and Business Solutions: MESH INTERNET will use its reasonable endeavors to provision the Service within six (6) working days following receipt of a complete Order Form and supporting customer information MESH INTERNET considers necessary for service provisioning; provided that no optional add-ons (including service add-ons) are ordered.

For Enterprise Solutions:

MESH INTERNET will use its reasonable endeavors to provision the Service within ten (10) business days following receipt of a complete Order Form and supporting customer information MESH INTERNET considers necessary for service provisioning; provided that no optional add-ons (including service add-ons) are ordered.

For all Solutions including optional add-ons (including service add-ons) purchased at the initial point of sale. The fulfillment time anticipated for optional add-ons is (i) fifteen (15) business days if purchasing a processor upgrade; or (ii) five (5) business days if purchasing other add-ons. No service levels for provisioning of optional add-ons (including service add-ons) will be provided unless they are purchased during the initial order of the Service.

Fault Resolution: In the event of failure of MESH INTERNET Equipment, MESH INTERNET will repair or replace the hardware to the "as-supplied condition" within five (5) business hours of the hardware failure being acknowledged by MESH INTERNET.

System Administration: Systems Administration Services (SAS), as described in the Service Description, except Restore Services, will be performed no later than 6 business hours after customer request unless the Customer authorizes SAS to be performed outside of regular office hours at the rates indicated on the Order Form. If the SAS is requested as an emergency, MESH INTERNET will respond to it no later than 2 hours after the request. MESH INTERNET will further use reasonable endeavors to resolve the SAS emergency request within 1 hour.

Restore Services

MESH INTERNET NET.WORKS will restore designated data directories, folders or files to the latest backup within twelve (12) business hours of a Customer's request. MESH INTERNET cannot restore files or folders that are open at the time the restore services or the back-up services are performed. In the event of failure of MESH INTERNET Equipment (as stated above in "Fault Resolution", MESH INTERNET shall first repair the MESH INTERNET Equipment and then restore the designated data directories, folders or files to the latest backup. Consequently, the restoration services may take a total of sixteen (16) business hours (4 business hours for MESH INTERNET Equipment repair + 12 business hours for restore services).

Customer Application Requirements

In the event of failure of MESH INTERNET Equipment, the Customer will be responsible for re-installing the Customer Applications, including the restoration of data directories and folders unless the Customer has requested the optional MESH INTERNET Back-up and Restore service, in which case MESH INTERNET will restore data directories and folders from the last available back-up on the instructions of the Customer in accordance with Restore Services (see above).

Modifications to the SLA

Any notice of modifications, additions or deletions to this Attachment will be provided to Customer within thirty (30) days prior to their coming into force. If modifications, additions or deletions are materially less favorable to Customer, then Customer may terminate the Contract by providing MESH INTERNET with thirty (30) days prior written notice. Customers Continued use of the Service after expiration of the thirty (30) days notice period shall be conclusively deemed acceptance of such modification, addition or deletion and Customers right to terminate under this Attachment shall end.