MPA Hosting Service Level Agreement

1. Coverage and Terminology

This Service Level Agreement ("SLA") covers performance guarantees for our network and server hardware, and is made between MPA Computers, LLC. ("MPA Hosting", "Provider", "we", "us", "our") and you ("Client", "you"). This document may be updated from time to time, and will be located online at http://askmpa.com/agreements/mpahosting_sla.pdf. Clients are responsible for checking this document from time to time.

This Service Level Agreement ("SLA") applies to you ("customer") if you currently hold an account with any of the Web Hosting services from Provider (the "Services") and your account is current (i.e., not past due) with Provider.

As used herein, the term "Web Site Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of customer's Web site is available for access by third parties via HTTP and/or HTTPS, as measured by Provider.

2. Modification or Amendment of Agreement

Provider may modify or amend this Agreement. You agree that Provider's posting of modifications or amendments to this web page constitutes adequate notice.

You further agree that it is your obligation to check Provider's web site periodically for any modifications or amendments to this Agreement. If any modification or amendment to this Agreement is unacceptable to you, it is your responsibility to terminate the Agreement as specified in the "Cancellation" sections of this Agreement; if you do not terminate within 14 (fourteen) days of any amendment or modification of the Agreement by Provider, your continued use will constitute an acceptance of the amended or modified Agreement.

3. Service Level

3.1 Technical Support

Provider will provide You with technical support on setting up and configuring your account, access to Provider's server at no additional cost. Technical support for web

applications, produced by Provider, is provided and billed at our standard rate of $80/hr or under a service plan if available.

To request tech support You must open a support ticket in your personal Help Desk. (available at http://status.askmpa.com or by calling 888-672-0070) You are obliged to submit your account username and provide a full description of the problem including error messages, screen-shots, and other troubleshooting information that may be requested by Provider's Technical Support personnel.

Average response time for non-critical issues is 24 hours. Average response time for critical issues is 1 hour. The Provider's response time to technical support tickets depends on the complexity of the reported issue and current workload of the department. All tickets related to servers' unavailability are processed by the Technical Support personnel at first place upon the notification from customer. Time to respond guarantee does not apply to any inquiries that require extensive research and testing.

3.2 Control Panel

Account holders are provided with the Provider's online account and server management tool, the Control Panel. This tool is designed to give You control over your account and server services purchased from Provider. You will use the Control Panel to perform all account routine and server management tasks.

If You experience difficulty using the Control Panel, Technical Support personnel will familiarize You with it. Technical Support shall not be expected to perform for You the tasks that can be done through the Control Panel.

Provider's services do not include installation of third-party software beyond the standard configuration outlined in your plan's description. Requests for modification to the standard configuration will be considered on a case-by-case basis. Approval of such modifications will be at the Provider's sole discretion and will be based upon maintaining functionality, usability, security, and stability in the shared server environment.

3.3 Network Availability

a) Objective:

Provider aims to achieve 100% Web Site Availability for all customers.

b) Remedy:

Except under the conditions mentioned in the next section below, if the Web Site Availability of customer's Web site is less than 100%, Provider will issue a credit to customer according to the following table:

Web Site Availability	Total Downtime in a 30 days calendar month	Credit Percentage
99.9 to 100%	0 to 43.2 minutes	0%

98% to 99.8%	43.2 mins to 14 hrs 24 mins	10%
95% to 97.9%	14 hrs 24 minsto 36 hrs	25%
90% to 94.9%	36 hrs to 72 hrs	50%
89.9% or below	more than 72 hrs	100%

The credit will be calculated based on the monthly service charge for the affected Services.

3.4 Maintenance

a) Provider will do its best to announce any scheduled maintenance at least 24 hours ahead of time to the customer.

b) Provider reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Service.

3.5 Conditions

Customer shall not receive any credits under this Agreement in connection with any failure or deficiency of Web Site Availability caused by or associated with:

a) circumstances beyond Provider's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, 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, 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 Agreement;

b) failure of access circuits to the Provider's Network or it's upstream providers, unless such failure is caused solely by Provider;

c) scheduled maintenance and emergency maintenance and upgrades;

d) DNS issues outside the direct control of Provider;

e) issues with FTP, POP, IMAP, or SMTP customer access;

f) false SLA breaches reported as a result of outages or errors of any Provider's measurement system;

g) 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., PHP, CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Provider's Terms of Service and Acceptable Use Policy;

h) e-mail or webmail delivery and transmission;

i) DNS (Domain Name Server) Propagation.

j) outages elsewhere on the Internet that hinder access to your account. Provider is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Provider will guarantee only those areas considered under the control of Provider : Provider server links to the Internet, and Provider's servers.

3.6 Server Software

Provider will exercise industry standard practices to ensure that all pre-installed software is correctly configured. In case there is more than one way to configure the software, Provider will choose the configuration it determines, in its sole discretion, to be the most appropriate.

Provider will install security patches, updates, and service packs as soon as practical. Software updates may change system behavior and functionality and as such may negatively affect your applications. Provider cannot foresee nor can it be responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If such disruption or changes occur, Provider will provide its best efforts to remedy the situation as soon as possible after being notified of the problem by You.

Provider may be required by its software licensees to upgrade to the latest versions of the software. Licensor-required upgrades will be performed free of charge and upon reasonable notice to You. Software upgrades on Provider's servers will occur at Provider's discretion upon reasonable notice to You.

Provider is not responsible for problems that may arise from incompatibilities between new versions of the software and your content, regardless of whether it was a requested, required or discretionary upgrade. Nevertheless, Provider will provide its best efforts to help You to find a workaround.

Log processing (web reporting) software is provided on an "as is" basis. Provider will not be held responsible for bugs in the software or for interpreting the reports generated by the software. Provider, in its sole discretion, can upgrade the software to newer versions or replace it with different software upon providing a reasonable notice to You. Provider cannot foresee nor will it be responsible for any incompatibility of newer versions and other software You may choose use in conjunction with the log processing software.

3.7 Storage Capacity; Data Transfer; Server Resources

Each account is allotted storage capacity and data transfer amounts on Provider's servers according to the plan and options selected by You. This storage size and data transfer allotments can be increased through the Control Panel for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop

accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. Provider shall not be held responsible for such unavailability or data losses.

Your Web and FTP servers are configured to log all requests to the log files. The normal retention period is two (2) months. The log files are stored within your domains allotted space and is counted towards your account's allotted storage capacity.

Shared servers resources are shared among all accounts hosted on the same server. Provider configures servers in such a way so the accounts are separated from each other to the maximum possible degree.

3.8 Ownership of Data

All data created by You and/or stored by You within Provider's applications and servers are considered by Provider to be your property and is for your exclusive use unless access is permitted by You. Provider shall allow access to such data by authorized Provider personnel and shall provide access in compliance with Provider's Privacy Policy. Provider makes no claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space and applications on Provider's servers, unless Provider has a good faith belief that such content or data is owned by Provider, its agents, affiliates or vendors.

3.9 Data Retention

PROVIDER SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF YOUR DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AFTER THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. PROVIDER SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO EXISTING OR TERMINATED ACCOUNTS.

10 Customer Responsibilities

To access Providers's services You must provide at the very minimum:

- an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- a fully functional Internet browser;

4. Fees & Taxes

4.1 Fees

You shall pay the fees set forth for the Services purchased by You in accordance with Provider's Pricing that is incorporated into this Agreement by reference. Provider may change its Pricing and the fees for its Services from time to time. Provider's changes to the policy are effective after Provider provides You with at least fourteen (14) days' notice of the changes by posting the changes on the Provider's website.

4.2 Payment terms

Provider will invoice You once a month, or at the term you have requested, and all payments are due within thirty (30) days after Provider submits its invoice. If You fail to pay in full by the 31st day after Provider submits its invoice Your Account may be suspended or terminated under Section 8 of this Agreement, but any suspension does not relieve You from the obligation to pay all fees due to Provider, including the monthly charge.

4.3 Taxes

All fees under this Agreement exclude all applicable sales, use, and other taxes and government charges, whether federal, state or foreign, and You will be responsible for payment of all such taxes (other than taxes based on Provider's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the performance of the Services hereunder.

5. Credit Request

In order to receive a credit, customer must make a request using the Provider's Support HelpDesk. Each request in connection with this SLA must include customer's account name (per customer's control panel login) and the dates and times of the unavailability of customer's Web site and must be received by Provider within ten (10) business days after customer's Web Site was not available. If the unavailability is confirmed by Provider, credits will be applied within two billing cycles after Provider's receipt of customer's credit request. Credits are not refundable and can be used only towards future billing charges.

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. Credits are exclusive of any applicable taxes charged to customer or collected by Provider 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.

6. Limitation of liability

IN NO EVENT SHALL PROVIDER, ITS SUPPLIERS, OR SERVICE PROVIDERS, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, THE ADDITIONAL SOFTWARE, THE SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). SERVICE PROVIDER'S, ITS SUPPLIERS', AND SERVICE PROVIDERS', CUMULATIVE LIABILITY, AND THE LIABILITY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO [THE GREATER OF (A)] THE AMOUNT OF FEES

YOU PAY TO SERVICE PROVIDER FOR THE SERVICES IN THE ONE (1) MONTH IMMEDIATELY PRECEDING THE MONTH IN WHICH THE ACTION GIVING RISE TO THE LIABILITY FIRST AROSE, AND (B) ONE HUNDRED U.S. DOLLARS (U.S. $100).

7. Indemnity

You agree to indemnify and hold Provider harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Provider directly or indirectly arising from or in connection with Your marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by You.

8. Breach

Without limiting other remedies, Provider may limit Your activity, issue a warning, temporarily suspend, indefinitely suspend or terminate Your account, in whole or in part, and refuse to provide some or all of the Services to You if: (a) You fail to pay any fees in accordance with Section 4 of this Agreement; (b) You breach this Agreement or the documents it incorporates by reference in any other manner; (c) Provider believes that Your actions may cause financial loss or legal liability for You, Your customers, or Service Provider.

9. General

9.1 Governing law

This agreement (and any dispute or claim relating to it or its subject matter) is governed by and is to be construed in accordance with the laws of the State of Iowa. All disputes arising out of or in connection with this Agreement shall be finally settled through arbitration. The place of arbitration shall be Bloomfield, Iowa.

9.2 Assignment

You shall not assign, transfer or delegate this Agreement or any rights or obligations hereunder. Any assignment, transfer or delegation in contravention of the foregoing provision shall be null and void. You agree that this Agreement may be assigned by Service Provider, in Service Provider's sole discretion.