



SERVICE LEVEL AGREEMENT

ExchangeGuru has implemented a high-availability Internet Transit network infrastructure, available within secure datacenter facilities. This has been accomplished by the following:

- 1) All Customer connections make use of Cisco's HSRP (hot standby router protocol)
- 2) Multiple upstream providers
- 3) Fully redundant OC internal backbone network
- 4) All network devices have onsite spares
- 5) All key network components are monitored 24x7

Network Guarantee

ExchangeGuru will provide 100 % uninterrupted transit to the Internet to all customers who have purchased said service from ExchangeGuru. Should transit to the Internet become unavailable for a cumulative period up to one hour in any one calendar month, Customer will receive a refund equivalent to one day of Customer's pro-rated Recurring Monthly Fees for that month. Customer will receive an additional refund of one day of the pro-rated Internet Connectivity Recurring Monthly Fees for each additional hour, or portion thereof, of unavailability. All refund calculations will be based on unavailability in one-hour increments. The above agreement does not cover outages caused by equipment and/or events not under the direct control of ExchangeGuru or caused by individuals not directly employed by ExchangeGuru. This Service Level Agreement does not cover outages due to scheduled or emergency network and/or facility maintenance, which will be broadcast to all customers in advance, and will not exceed 1 hour per month.

Hardware Guarantee

ExchangeGuru uses high quality out-of-the-box components from HP. ExchangeGuru maintains an on-site stock of spare servers and components to quickly replace failed hardware in Servers. ExchangeGuru guarantees the functioning of all provided hardware components and will replace any failed component at no cost to the Client within 4 hour of problem determination. Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under this Agreement. ExchangeGuru may use substitute components while actual components are cross-shipped to manufacturer in select circumstances when custom non-standard components have been used.

Customer will receive a refund of one day of the pro-rated Recurring Monthly Fees for the hardware for each additional hour, or portion thereof, of unavailability. All refund calculations will be based on unavailability in one-hour increments. This does not apply to non-Provider supplied equipment.



Technical Support

ExchangeGuru will provide You with technical support on setting up and configuring your account, access to server, and other issues related to the software and hardware provided by Company at no additional charge. Company will not be responsible to provide support for web applications, scripts, or components, either from third parties or for those developed by You.

The Company's response time to technical support issues depends on the level of purchased support service, the complexity of the inquiry and support requests volume. The Technical Support Department assigns the highest priority to customer inquiries related to the servers' unavailability. These issues are addressed first upon notification from a customer. Time to respond guarantee does not apply to any inquiries that require extensive research and testing.

- E-mail support is offered 24x7x365 and is available at Support@exchangeguru.net .
- Phone support is offered through normal business hours and is available at 212-202-1605 option 2.
- Managed servers and emergencies such as server/mail service down: please call 212-202-1605 option 2.

Any and all SLA refunds to Customer will not exceed 50% of the Customer's Recurring Monthly Fees for the month in which the refund is paid.

Exceptions

Customer shall not be entitled to any refunds if downtime is caused by: (i) actions of the Customer or others authorized by Customer to use the Service under the Agreement; (ii) the failure of power, facilities, equipment, systems or connections not provided by ExchangeGuru; (iii) the failure of Third Party Service to ExchangeGuru's network; (iv) application, software, or operating system failure, (v) the result of network maintenance activity, (vi) Denial of Service attack, hacker activity, or other malicious event or code targeted against ExchangeGuru or an ExchangeGuru Customer, or (vii) failure of any Network or Internet Infrastructure not owned or managed by ExchangeGuru. Server Hardware Replacement guarantee does not include time required to perform data restores and backups, rebuilding a RAID array, or the reload of an operating system and applications if applicable.