



MANAGED HOSTING SERVICE LEVEL AGREEMENT (SLA)

The following terms and conditions of this Service Level Agreement (as amended from time to time, this "SLA") apply only to Managed Hosting Services and govern (A) the use and availability of US Server Hosting Network to those persons that have purchased Managed Hosting Services directly from US Server Hosting (each, a "Customer"), (B) the use and availability of US Server Hosting Hardware on which Customer's data resides and (C) the right, under certain circumstances specified below, of a Customer to receive services credits in respect of the failure of US Server Hosting Hardware and/or the failure of US Server Hosting to provide the Managed Hosting Services purchased by Customer from US Server Hosting in accordance with (i) the Terms of Service, (ii) US Server Hosting's AUP and (iii) this SLA, each of which is incorporated herein by reference and made a part hereof (collectively, the "Agreement"). Capitalized terms used herein without being defined herein shall have the meaning ascribed to such capitalized term in the Terms of Service or AUP, as applicable. Customer's use of US Server Hosting's website, US Server Hosting Network, and the Managed Hosting Services is also subject to Customer's acceptance and compliance with this SLA, the Terms of Service, the AUP and the Order Form. **US SERVER HOSTING HEREBY RESERVES THE RIGHT TO AMEND, ALTER, MODIFY, REPLACE OR SUSPEND, FROM TIME TO TIME IN ITS SOLE DISCRETION, ALL OR ANY PORTION OF THIS SLA, ITS AUP OR PRIVACY POLICY. CURRENT COPIES OF US SERVER HOSTING'S TERMS OF SERVICE, AUP AND PRIVACY POLICY MAY BE REVIEWED OR PRINTED BY CUSTOMER AT THE LEGAL SECTION OF US SERVER HOSTING'S WEBSITE. CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT IT HAS READ, UNDERSTOOD AND ACCEPTED THE TERMS OF THE SLA AND AUP.** By submitting the online order form, Customer hereby agrees to the following:

1. Definitions. When used in this SLA, the following capitalized terms shall have the definitions set forth below:

"*AUP*" means US Server Hosting's standard acceptable usage policy, as in effect and listed on US Server Hosting's website from time to time and subject to all changes, modifications and replacements as US Server Hosting may effect in accordance with the Terms of Service and AUP.

"*Managed Hosting Services*" means those products and services offered by US Server Hosting's managed hosting division and expressly marketed as managed hosting services, as purchased by a Customer and set forth on an Order Form.

"*Order Form*" means US Server Hosting's standard service exhibit, service addendum or order form, specifying the products and services purchased by Customer, as in effect from time to time.

"*US Server Hosting Hardware*" means only the computer processor(s), random access memory, hard disk(s), motherboard, NIC card, firewall and loadbalancer attached to or included with the server leased by Customer and expressly excludes all other hardware, including all hardware owned by Customer.

"*Privacy Policy*" means US Server Hosting's standard privacy policy, as in effect and listed on US Server Hosting's website from time to time and subject to all changes, modifications and replacements as US Server Hosting may effect in accordance with the Terms of Service and AUP.

"*Scheduled Maintenance*" means all maintenance services for which US Server Hosting gives Customer at least five (5) days prior notice of such maintenance services via US Server Hosting's outage mailing list maintained on US Server Hosting's customer portal.

"*Service Credit*" means a credit, calculated in accordance with this SLA, issued by US Server Hosting to the Customer in respect of products and services contracted for, but not delivered by US Server Hosting in accordance with the Agreement due to a Qualified Downtime Event.

"*Terms of Service*" means either (i) US Server Hosting's standard terms of service as in effect and listed on US Server Hosting's website as of the date of Customer's purchase of Managed Hosting Services or (ii) solely to the extent US Server Hosting and Customer have separately negotiated written terms of service different from those referred to in clause (i), US Server Hosting's standard terms of service which incorporate such other written terms of service, duly executed and delivered by each party; in each case, as amended from time to time.

"*US Server Hosting*" means US Server Hosting, a hosting provider, together with its successors and assigns.

“US Server Hosting Infrastructure” means the power, cooling, heating and humidity control equipment owned or operated by on behalf of US Server Hosting which are connected to and maintaining the portion of the datacenter in which the servers leased by Customer are located.

“US Server Hosting Network” means the portion internal computer network owned or operated on behalf of US Server Hosting that extends from the outbound port on a Customer’s cabinet switch to the outbound port on the border router and includes all redundant internet connectivity, bandwidth, routers, cabling and switches.

I. “Qualified Downtime Event” means, as applicable, a Qualified Network Downtime Event, Qualified Hardware Downtime Event, Qualified Infrastructure Downtime Event or any other event for which a Service Credit is applicable under Section 5 below, in each case as associated with an outage or related series of outages.

2. 100% US Server Hosting Network Availability Assurance. US Server Hosting assures Customer 100% uptime availability of US Server Hosting Network covered by this SLA. Subject to Section 6 below, in the event that US Server Hosting fails to provide Customer with the Managed Hosting Services purchased by Customer in accordance with the Agreement and such failure results from the complete unavailability of US Server Hosting Network or the failure of US Server Hosting Network to pass Customer’s TCP/IP traffic with less than three percent (3%) packet loss and less than 30ms latency across US Server Hosting Network (other than due to a failure of US Server Hosting Hardware or as specified below, each such event, a “Qualified Network Downtime Event”), US Server Hosting will issue Customer a Service Credit calculated as follows.

A Qualified Network Downtime Event shall start upon Customer’s submission of a written trouble ticket specifying that a Qualified Network Downtime Event has occurred and the details associated with such Qualified Network Downtime Event. All such trouble tickets must be submitted by Customer through US Server Hosting’s customer portal or through US Server Hosting’s technical support department and are subject to confirmation by US Server Hosting prior to qualifying for any Service Credit. Subject to Section 6 below, upon the passage of thirty (30) continuous minutes of a Qualified Network Downtime Event, the Service Credit shall equal five percent (5%) of the monthly fees payable by Customer in respect of such portion of the Managed Hosting Services affected for the month in which such Qualified Network Downtime Event first occurred and thereafter during the pendency of such unavailability, the Service Credit shall increase by an additional five percent (5%) for each continuous thirty (30) minutes of a Qualified Network Downtime Event up to a maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such portion of the Managed Hosting Services affected for the month in which such Qualified Network Downtime Event first occurred.

All Service Credits are calculated by US Server Hosting on a “per-event-basis/per-related-series-of-events-basis” and in no event will downtime or unavailability be cumulated during any monthly period for purposes of determining a Customer’s right to any Service Credit. The following events do not constitute a Qualified Network Downtime Event or qualify for any Service Credit under this SLA: (i) Scheduled Maintenance or (ii) Customer generated outages created by failed equipment or US Server Hosting Hardware, customer mis-configurations, exploited servers, or traffic in excess of the maximum allowed by contract. Service Credits are based directly on all equipment and/or services affected by a Qualified Network Downtime Event. Products, services or hardware not related to a Qualified Network Downtime Event do not qualify for a Service Credit. Redundant Internet connectivity is measured as traffic routing into and out of a Customer’s equipment through US Server Hosting Network out to internet backbone carriers and does not include third party carrier latency or peering issues not utilized by US Server Hosting.

3. One Hour US Server Hosting Hardware Replacement Assurance. US Server Hosting assures Customer 100% uptime availability of US Server Hosting Hardware covered by this SLA. Subject to Section 6 below, in the event that US Server Hosting fails to provide Customer with the Managed Hosting Services purchased by Customer in accordance with the Agreement and such failure results from (i) the failure of any US Server Hosting Hardware for which Customer has notified US Server Hosting as provided below and (ii) the failure of US Server Hosting to replace such failed US Server Hosting Hardware within the time frames provided for below (other than as specified below, each such event, a “Qualified Hardware Downtime Event”), US Server Hosting will issue Customer a Service Credit calculated as follows.

A Qualified Hardware Downtime Event shall start upon the earlier of (A) Customer’s submission of a written trouble ticket specifying that a Qualified Hardware Downtime Event has occurred and the details associated with such Qualified Hardware Downtime Event and (B) US Server Hosting’s technical personnel identifying any failure of US Server Hosting Hardware. All Customer trouble tickets must be submitted by Customer through US Server Hosting’s customer portal or through US Server Hosting’s technical support department and are subject to confirmation by US Server Hosting prior to qualifying for any Service Credit. Subject to Section 6 below, if US Server Hosting fails to replace the failed US Server Hosting Hardware with hardware providing substantially similar functionality within one (1) hour of US Server Hosting’s receipt of the trouble-ticket specifying such Qualified Hardware Downtime Event or US Server Hosting’s technical personnel identifying a failure of US Server Hosting Hardware, as applicable, the Service Credit shall equal five percent (5%) of the monthly fees payable by

Customer in respect of such portion of the Managed Hosting Services affected for the month in which such Qualified Hardware Downtime Event first occurred and thereafter during the pendency of such unavailability, the Service Credit shall increase by an additional five percent (5%) for each continuous sixty (60) minutes of a Qualified Hardware Downtime Event up to a maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such portion of the Managed Hosting Services affected for the month in which such Qualified Hardware Downtime Event first occurred.

b. All Service Credits are calculated by US Server Hosting on a “per-event-basis/per-related-series-of-events-basis” and in no event will downtime or unavailability be cumulated during any monthly period for purposes of determining a Customer’s right to any Service Credit. The following events do not constitute a Qualified Hardware Downtime Event or qualify for any Service Credit under this SLA: (i) Scheduled Maintenance, (ii) Customer generated outages created by failed equipment other than US Server Hosting Hardware, customer mis-configurations, exploited servers, or traffic in excess of the maximum allowed by contract, or (iii) any outage or failure to provide Managed Hosting Services resulting from a reload of any operating system or software application or associated with the rebuilding of any RAID array. Service Credits are based directly on all US Server Hosting Hardware affected by a Qualified Hardware Downtime Event. Products, services or hardware not related to a Qualified Hardware Downtime Event do not qualify for a Service Credit. In no event shall Customer be entitled to a Service Credit for more than one Qualified Downtime Event in respect of any single outage or series of related outages, if such outage or related series of outages results in more than one Qualified Downtime Event. If Customer experiences multiple Qualified Downtime Events resulting from a single outage or series of related outages, Customer shall only be entitled to the highest of the Service Credits associated with such outage of related series of outages.

4. 100% US Server Hosting Infrastructure Availability Assurance. US Server Hosting assures Customer 100% uptime availability of US Server Hosting Infrastructure covered by this SLA. Subject to Section 6 below, in the event that US Server Hosting fails to provide Customer with the Managed Hosting Services purchased by Customer in accordance with the Agreement and such failure results from the unavailability of all or any portion US Server Hosting Infrastructure (other than due to a failure of US Server Hosting Hardware, US Server Hosting Network or as specified below, each such event, a “Qualified Infrastructure Downtime Event”), US Server Hosting will issue Customer a Service Credit calculated as follows.

A Qualified Infrastructure Downtime Event shall start upon Customer’s submission of a written trouble ticket specifying that a Qualified Infrastructure Downtime Event has occurred and the details associated with such Qualified Infrastructure Downtime Event. All such trouble tickets must be submitted by Customer through US Server Hosting’s customer portal or through US Server Hosting’s technical support department and are subject to confirmation by US Server Hosting prior to qualifying for any Service Credit. Subject to Section 6, below, upon the passage of thirty (30) continuous minutes of a Qualified Infrastructure Downtime Event, the Service Credit shall equal five percent (5%) of the monthly fees payable by Customer in respect of such portion of the Managed Hosting Services affected for the month in which such Qualified Infrastructure Downtime Event first occurred and thereafter during the pendency of such unavailability, the Service Credit shall increase by an additional five percent (5%) for each continuous thirty (30) minutes of a Qualified Infrastructure Downtime Event up to a maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such portion of the Managed Hosting Services affected for the month in which such Qualified Infrastructure Downtime Event first occurred.

All Service Credits are calculated by US Server Hosting on a “per-event-basis/per-related-series-of-events-basis” and in no event will downtime or unavailability be cumulated during any monthly period for purposes of determining a Customer’s right to any Service Credit. The following events do not constitute a Qualified Infrastructure Downtime Event or qualify for any Service Credit under this SLA: (i) Scheduled Maintenance or (ii) Customer generated outages created by failed equipment or outages due to any third party provider of power or other services to US Server Hosting. Service Credits are based directly on all equipment and/or services affected by a Qualified Infrastructure Downtime Event. Products, services or hardware not related to a Qualified Infrastructure Downtime Event do not qualify for a Service Credit.

5. Other Services. US Server Hosting will provide the following services in connection with all Managed Hosting Services purchase by Customer.

Firewall. US Server Hosting will implement its standard “default-deny” rule set upon installation and deployment of a firewall for Customer. US Server Hosting shall, in its sole discretion, select the configuration of the firewall and which ports will remain open; provided, however, that Customer may select a different rule set or configuration by submitting a trouble ticket through US Server Hosting’s customer portal or through US Server Hosting’s technical support department. US Server Hosting will implement such request for a different rule set or configuration (other than changes that require physical modifications or hardware or physical reconfigurations of hardware) within twenty-four (24) hours of its receipt of Customer’s trouble ticket. Subject to Section 6, below, in the event that US Server Hosting fails to implement such requested change with twenty-four (24) hours, Customer shall be entitled to receive a Service Credit of \$250 per event up to an aggregate maximum of one hundred percent (100%) of

monthly fees payable by Customer in respect of such Managed Hosting Services for the month in which such events first occurred.

Software Patches. US Server Hosting will monitor all software patches provided by third party vendors in respect of software licensed by US Server Hosting from third party vendors for use in the provision of the Managed Hosting Services. Upon being notified of a new software patch by a third party software vendor, US Server Hosting shall, in its reasonable discretion, designate such software patch as either “critical” or “non-critical” and shall test such software patch on a system similar to that of Customer’s system prior to implementing or deploying it. US Server Hosting shall implement and deploy all non-critical software patches on a monthly basis. US Server Hosting shall implement and deploy all critical software patches on an as needed basis. In the event that Customer requests that US Server Hosting implement or deploy any software patch prior to completion of testing or if Customer requests that US Server Hosting refrain from installing any software patch or remove a software patch, Customer shall waive all rights to any Service Credit arising from any Qualified Downtime Event associated with such software patch. Subject to Section 6, below, in the event that US Server Hosting fails to implement or deploy any software patch in accordance with this Section 5(b), Customer shall be entitled to receive a Service Credit of \$250 per event up to an aggregate maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such Managed Hosting Services for the month in which such events occurred.

Data Backup and Recovery. This Section 5(c) shall apply only if Customer has purchased backup services from US Server Hosting as a portion of the Managed Hosting Services. Customer is responsible for use of the appropriate backup software agent or for dumping the applicable databases into flat files prior to scheduled backup times – failure to do so will impair US Server Hosting’s ability to provide such backup services. US Server Hosting will provide full backup services for the databases and data specified by Customer on a scheduled weekly basis. US Server Hosting will provide differential backup services for the databases and data specified by Customer on a scheduled daily basis. All such backups will be stored in a central repository on US Server Hosting Network and shall be retained for the time period specified in Customer’s Order Form. US Server Hosting shall initiate restoration of Customer’s backed-up data stored onsite within two (2) hours of its receipt of Customer’s trouble ticket requesting such restoration. US Server Hosting shall initiate restoration of Customer’s backed-up data stored offsite within four (4) hours of its receipt of Customer’s trouble ticket requesting such restoration. Customer shall be entitled to one (1) onsite restorations or one offsite restoration per month at no cost – all additional restorations shall be billed by US Server Hosting at its then current standard hourly rates for professional services. US Server Hosting will verify the successful initiation and completion of all backup and restoration sessions. Subject to Section 6, below, in the event that US Server Hosting fails to initiate any no-cost restoration in accordance with the time frames provided for in this Section 5(c), Customer shall be entitled to receive a Service Credit of \$250 per event up to an aggregate maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such Managed Hosting Services for the month in which such events first occurred.

Monitoring and Response. US Server Hosting will monitor, on a 24-hour basis, each of the following: (i) up to six (6) TCP ports (HTTPS, HTTP, SMTP, POP3 etc.) per server for service availability, (ii) server ping every five (5) minutes for general server availability, (iii) status events on servers and network devices, including network availability, process status, file system capacity and backup status, (iv) core operating system and application log files for critical/warning events, (v) key performance metrics for a server’s operating system and select applications and databases.

Response Times. US Server Hosting will provide Customer with live technical support twenty-four (24) hours per day every day of the year. All requests by Customer for technical support shall be submitted by Customer in writing via US Server Hosting’s customer portal. US Server Hosting shall respond to all properly submitted requests within the response times provided below. Subject to Section 6, below, in the event that US Server Hosting fails to respond to any properly submitted request within the response times provided below, Customer shall be entitled to receive a Service Credit of \$250 per event up to an aggregate maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such Managed Hosting Services for the month in which such events first occurred.

Severity One: US Server Hosting shall respond to all Severity One inquiries within 15 minutes of Customers submission of a trouble ticket via US Server Hosting’s customer portal. Severity One inquiries consist of all inquiries related to any error or malfunctioning of hardware or services provided by US Server Hosting that has the effect of totally disabling Customer’s server or access to the server by Customer from the public internet.

Severity Two: US Server Hosting shall respond to all Severity Two inquiries within 1 hour of Customers submission of a trouble ticket via US Server Hosting’s customer portal. Severity Two inquiries consist of all inquiries related to any error or malfunctioning of hardware or services provided by US Server Hosting that has the effect of materially disabling Customer’s

server, substantially impairing the performance of Customer's server or substantially impairing access to the server by Customer from the public internet

Severity Three: US Server Hosting shall respond to all Severity Three inquiries within 4 hour of Customer's submission of a trouble ticket via US Server Hosting's customer portal. Severity Three inquiries consist of all inquiries related to any error or malfunctioning of hardware or services provided by US Server Hosting that are not Severity One or Severity Two inquiries.

6. Service Credits. Service Credits do not constitute a refund in respect of any product or service and may not be carried forward to future months, paid for or exchanged for cash or other monetary consideration or value. Service Credits are not available (i) in respect of any outage or event associated with Scheduled Maintenance or arising from any denial of service attack, virus, hacking attempts or any other circumstances or events that are not within the control of US Server Hosting, including any Force Majeure Event, (ii) to any Customer that is more than thirty (30) days past due on any amount owing to US Server Hosting or any Customer that has breached the Agreement or (iii) in respect of any products or services contracted for with US Server Hosting that expressly exclude technical support or such Service Credits. Valid approved Service Credits will appear as a credit for products and services and be applied against the amounts owing in respect of such products and services on the next billable invoice following the month in which occurred the Qualified Downtime Event giving rise to such Service Credit. In order for a Customer to qualify for a Service Credit, the Customer must (A) have purchased and paid for Managed Hosting Services and (B) submit a request for a Service Credit, as applicable, in writing via US Server Hosting's customer portal within three (3) days from the date of event giving rise to the requested Service Credit and in accordance with the terms of this SLA. Failure to request a Service Credit in accordance with the terms of this SLA will result in an automatic waiver of any rights to such Service Credit under this SLA in respect of the event giving rise to such Service Credit. **IN THE EVENT THAT ANY OUTAGE OR RELATED SERIES OF OUTAGES GIVING RISE TO ANY SERVICE CREDIT HEREUNDER SPANS MORE THAN ONE CALENDAR MONTH, THE MAXIMUM TOTAL SERVICE CREDIT TO WHICH CUSTOMER SHALL BE ENTITLED FOR SUCH OUTAGE OR RELATED SERIES OF OUTAGES SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF CUSTOMER'S MONTHLY RECURRING FEE FOR MANAGED HOSTING SERVICES DURING THE FIRST MONTH IN WHICH SUCH OUTAGE OR RELATED SERIES OF OUTAGES FIRST OCCURRED AND CUSTOMER SHALL NOT BE ENTITLED TO ANY OTHER SERVICE CREDITS IN RESPECT OF SUCH OUTAGE OR RELATED SERIES OF OUTAGES FOR THE OTHER MONTHS DURING THE PENDENCY OF SUCH OUTAGE OR RELATED SERIES OF OUTAGES. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM TOTAL SERVICE CREDITS TO WHICH CUSTOMER MAY BE ENTITLED UNDER THIS SLA DURING ANY CALENDAR MONTH TOGETHER WITH ALL OTHER SERVICE CREDITS, REFUNDS, GUARANTEES, WARRANTIES AND OTHER SERVICE LEVEL AGREEMENTS CUSTOMER MAY HAVE WITH US SERVER HOSTING, SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF CUSTOMER'S MONTHLY RECURRING FEE FOR MANAGED HOSTING SERVICES AFFECTED DURING SUCH MONTH.**

7. Scheduled Maintenance. Customer hereby acknowledges that US Server Hosting may, from time to time, perform maintenance service on US Server Hosting Network, US Server Hosting Hardware or US Server Hosting Infrastructure, with or without notice to Customer, which may result in the unavailability of US Server Hosting Network, US Server Hosting Hardware or US Server Hosting Infrastructure. Downtime or unavailability resulting from Scheduled Maintenance shall not constitute a Qualified Downtime Event or qualify for any Service Credit. Customer must subscribe to US Server Hosting's outage mailing list and provide accurate and timely information in US Server Hosting's customer portal in order for US Server Hosting to notify Customer of all Scheduled Maintenance. Customer's failure to subscribe to US Server Hosting's outage mailing list or to provide accurate and timely information on US Server Hosting's customer portal may result in the forfeiture of any Service Credit based on downtime or unavailability arising from Scheduled Maintenance for which Customer did not receive timely notice. Emergency maintenance and maintenance for which US Server Hosting has not given Customer notice in accordance with this SLA shall not be deemed Scheduled Maintenance for purposes of this SLA.

8. DISCLAIMER. Customer hereby acknowledges that US Server Hosting's ability to provide Managed Hosting Services and technical support to Customer and to manage any server owned or controlled by or leased to Customer is contingent upon US Server Hosting's ability to connect US Server Hosting Network and US Server Hosting Hardware to such server and monitor such server. In the event that Customer substantially impairs US Server Hosting's ability to connect US Server Hosting Network or US Server Hosting Hardware to any server owned or controlled by or leased to Customer, including, but not limited to, through the installation of software, including, but not limited to, firewall software or load balancing software, or through the configuration of such server, then US Server Hosting shall have no obligation to provide Managed Hosting Services or technical support services or any of the services provided for in this SLA for such server and Customer shall not be entitled to any Service Credit under this Agreement with respect to such server. If Customer requests technical support services or management services for a server for which Customer has impaired the ability of US Server Hosting to connect US Server Hosting Network or US Server Hosting Hardware to such server, US Server Hosting shall provide such technical support services or management services as professional services on a time and material basis and Customer shall be billed at US Server Hosting's then-current professional services rate. US Server Hosting shall not be liable for the failure or delay in performing its obligations hereunder or under the Agreement if such failure or delay is due to external circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation,

unavailability of interruption or delay in telecommunications, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of US Server Hosting's products and services (each, a "Force Majeure Event"). US Server Hosting agrees to exercise reasonable efforts to mitigate the damage arising from Force Majeure Event; however, under no circumstances will US Server Hosting or its affiliates be held liable for any cost, expense, liability, claim or damage due to such interruptions. In no event shall US Server Hosting or its affiliates be liable to Customer or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, cost of cover, loss of income or cost of replacement services. Customer acknowledges and agrees that the receipt of a Service Credit as provided for in this SLA constitutes Customer's sole and exclusive remedy, and US Server Hosting's sole and exclusive liability, for any failure of US Server Hosting Network, US Server Hosting Hardware, US Server Hosting Infrastructure or failure by US Server Hosting to provide Customer with the products and services purchased by Customer in accordance with the Agreement which results from a Qualified Downtime Event.

US SERVER HOSTING RESERVES THE RIGHT TO AMEND, MODIFY OR TERMINATE THIS SLA, THE AUP AND THE PRIVACY POLICY FROM TIME TO TIME, AND A CUSTOMER'S USE OF US SERVER HOSTING'S PRODUCTS AND SERVICES AND US SERVER HOSTING NETWORK AFTER ANY SUCH AMENDMENT, MODIFICATION OR TERMINATION OF THIS SLA, THE AUP OR THE PRIVACY POLICY IS POSTED ON THE LEGAL DEPARTMENT PAGE OF US SERVER HOSTING'S WEBSITE (WWW.USSERVERHOSTING.COM) WILL CONSTITUTE THE CUSTOMER'S ACCEPTANCE OF ANY SUCH AMENDMENTS, MODIFICATIONS OR TERMINATION.

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