myshophosting knows that you cannot afford to be let down by your Internet Hosting Provider. That is why myshophosting makes commitments to its customers in the form of a Service Level Agreement (SLA) that provides certain rights and remedies regarding the availability and performance of myshophosting's network.

1. Coverage; Definitions

This Web Site Availability Service Level Agreement (SLA) applies to you ("customer") if you have ordered any of the following Linux hosting account services from myshophosting (the "Services") and your account is current (i.e., not past due) with myshophosting: Web Hosting Plans (Small, Medium, Large, XLarge, XXLarge, Monster Plan). 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 HTTPS, as measured by myshophosting.

2. Service Level

a) Goal:

myshophosting's goal is to achieve 100% Web Site Availability for all customers.

b) Remedy:

Subject to Sections 3 and 4 below, if the Web Site Availability of customer's Web site is less than 100%, myshophosting will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Web Site Availability	**Credit Percentage**
99.9 to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89.9% or below	100%

3. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or

deficiency of Web Site Availability caused by or associated with:

a) circumstances beyond myshophosting'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, ecommerce software, 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 SLA;

b) failure of access circuits to the myshophosting Network, unless such failure is caused solely by myshophosting;

c) scheduled maintenance and emergency maintenance and upgrades;

d) DNS issues outside the direct control of myshophosting;

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

f) false SLA breaches reported as a result of outages or errors of any myshophosting 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., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of myshophosting's Terms and Conditions 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. myshophosting is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. myshophosting will guarantee only those areas considered under the control of myshophosting: myshophosting server links to the Internet, myshophosting's routers, and myshophosting's servers.

4. Credit Request and Payment Procedures

To receive a credit for a hosting account, the customer must make a request therefore by sending an e-mail message to support@myshophosting.com. The e-mail message MUST include the domain name of the customer's account in the "Subject" line. Each request in connection with this SLA must include the dates and times of the unavailability of customer's Web site and must be received by myshophosting within ten (10) business days after the

customer's Web Site was not available. If the unavailability is confirmed by myshophosting, credits will be applied within two billing cycles after myshophosting's receipt of the 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 myshophosting 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.

Note: Credits are not refundable and can be used only towards future billing charges.