

APPLICATION HOSTING SERVICE LEVEL POLICY

Concord USA Inc

THIS DOCUMENT DEFINES SERVICE LEVELS AND CONDITIONS APPLICABLE TO A CONCORD CUSTOMER UNDER A CONCORD APPLICATION HOSTING AGREEMENT AND FORMS AN INTEGRAL PART THEREOF.

Technical Support: Concord USA, Inc. (Concord) will provide Customer with technical support on setting up and configuring Customer account, access to server, and other issues related to the System provided by Concord at no additional charge. Concord will not provide support for web applications, scripts, or components, either from third parties or for those developed by Customer.

E-mail technical support:

Email Hours: 24 hours, 7 days per week, 365 days per year

Email Address: support@concord-usa.com

Phone technical support:

Phone Hours: 9 AM to 5 PM EST Monday through Friday, excluding U.S. national holidays

Phone Number: 770-200-7465 Extension 201

Upon contacting support Customer will be required to provide Customer account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by technical support personnel.

Concord's response time to technical support issues depends on the level of severity, 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.

If Customer has unresolved concerns with Concord's service or technical support issues, please contact the Customer Support Manager at support.manager@concord-usa.com. The initial response should arrive within one business day. As issues may be complex or require extensive investigation, resolution cannot be guaranteed within any certain time period.

Maintenance:

Scheduled Maintenance: To ensure optimal performance of the servers, Concord will perform routine maintenance on the servers on a regular basis, requiring servers to be removed from service. The Concord reserves one hour of server unavailability per month for maintenance purposes. The maintenance is typically performed during off-peak hours. Concord will provide Customer with advanced notice of maintenance whenever possible.

Emergency Maintenance: Under certain circumstances Concord may need to perform emergency maintenance, such as security patch installation or hardware replacement. Concord will not be able to provide Customer with advanced notice in case of emergency maintenance.

Hardware Replacement: Concord will use industry standard practices to determine whether server hardware is functioning properly and will replace non-functioning hardware with similarly functioning hardware in a timely as possible manner.

Network Availability: Concord strives for at least 99.9% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Concord's network from/to IP transit provider (Internet backbone).

Servers unavailability resulting from loss of Network Availability is excluded from servers availability calculations if the Network Availability loss is caused by any factor(s) beyond Concord's control, including but not limited to such factors as IP transit provider (backbone) or end user's portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at Concord's servers or Concord's network.

Network Availability Monitoring: To verify the Application Server Availability, Concord will probe router port to which the server is connected every two minutes, with a 10-second failure threshold. If the probe is not successful, the port is considered non-operational and NOC personnel on duty are automatically notified.

Server Availability: Concord's primary commitment is to provide outstanding web hosting service to all customers. To support this commitment, Concord observes the following schedule of remedies for any failure to meet the described services in this Service Level Agreement.

Web Server Availability:

Concord strives for at least 99.9% Web Server Availability. Web Server Availability is defined as the ability to retrieve the HTTP headers from the hosting server. Concord will not monitor availability of individual web sites but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward Concord's network of servers resulting in or contributing to downtime are outside of Concord's control and are not part of the availability calculation.

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Database Server Availability

Concord strives for least 99.9% Database Server Availability. Database Server Availability is defined as the ability to receive a response from the database server. Concord will not monitor availability of individual databases but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward Concord's network of servers resulting in or contributing to downtime are outside of Concord's control and are not part of the availability calculation.

Application Server Availability:

Concord strives for at least 99.9% Application Server Availability. Application Server Availability is defined as the ability to log-on and access the hosting server. Concord will not monitor availability of individual applications but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward Concord's network of servers resulting in or contributing to downtime are outside of Concord's control and are not part of the availability calculation.

File Server Availability:

Concord strives for at least 99.9% File Server Availability. File Server Availability is defined as the ability to locate and open files on the hosting server. Concord will not monitor availability of individual file systems but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward Concord's network of servers resulting in or contributing to downtime are outside of Concord's control and are not part of the availability calculation.

Server System: Concord will exercise industry standard practices to ensure that all system software and system hardware ("System") are correctly configured to support Service. Concord will choose the configuration it determines, at its sole discretion, to be the most appropriate.

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

Concord may be required by its System licensors to upgrade to the latest versions of the System. Licensor-required upgrades will be performed free of charge and upon reasonable notice to Customer. System upgrades on Concord's servers will occur at Concord's discretion upon reasonable notice to Customer.

Concord is not responsible for problems that may arise from incompatibilities between new versions of System and Customer Content, regardless of whether it was a requested, required or discretionary upgrade. Nevertheless, Concord will provide its best efforts to help Customer find a workaround.

Storage Capacity; Data Transfer; Server Resources: Each Customer is allotted storage capacity and data transfer amounts on Concord's servers according to the application, plan and options selected by Customer. This storage size and data transfer allotments can be increased by contacting Customer Support for an additional charge up to the maximum amount allowed for each application, plan or service. The servers may stop accepting, processing, or delivering data when the defined limit is reached thus causing server unavailability or data loss. Concord shall not be held responsible for such unavailability or data losses.

If used, Customer Web and FTP servers are configured to log all requests to the log files. The normal retention period is one month. The log files are stored in shared server space and not counted towards account's allotted storage capacity. The maximum size of stored log files is limited 1 Gigabyte. When this limit is exceeded, the oldest log files are deleted to bring the usage within allowed limit.

Certain server resources may be shared. Concord configures servers in such a way so the accounts are separated from each other to the maximum possible degree. However, due to its nature, shared resources accessibility level cannot be guaranteed.

Ownership of Data: All data created by Customer and/or stored by Customer within Concord's applications and servers are considered by Concord to be Customer property and are for Customer exclusive use unless access is permitted by Customer. Concord shall allow access to such data by authorized Concord personnel for maintenance and system administration purpose as appropriate only. Concord makes no claim of ownership of any web server content, or any other type of data contained within the account holder's server space and applications on Concord's servers, unless Concord has a good faith belief that such content or data is owned by Concord, its agents, affiliates or vendors.

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Data Integrity: Concord employs sophisticated techniques to ensure the integrity of the data on its servers. Concord performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at Concord's sole discretion. CONCORD SHALL NOT PERFORM BACK UP OR RESTORE THE DATA UPON CUSTOMER REQUEST UNLESS SUCH BACK UP IS PROVIDED AS A PURCHASED SERVICE.

Data Retention: CONCORD SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF CUSTOMER 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. CONCORD SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO EXISTING OR TERMINATED ACCOUNTS.

Customer Responsibilities: To access Service, Customer must provide at a minimum:

- A broadband internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- A workstation supporting a java enabled web browser which must be one of: (i) Microsoft Internet Explorer® 6 or later, (2) Mozilla Firefox® 1.5 or later;
- A workstation based, commercially available and proven anti-virus program to check Customer Content prior to upload using Concord Software;

Service Response Times: Concord strives to provide exceptional technical service. The following is issue classification and targeted response times:

Severity Code 1. Severity Code 1 implies that the Software and/or Platform (Separately and collectively "System") is not functioning. Some examples of Severity Code 1 System Errors are as follows: (i) System is down and will not restart; (ii) System is not able to communicate with external systems; and (iii) System is generating a data corruption condition. Concord will use its commercially reasonable efforts to resolve Severity Code 1 System Error reports on a twenty-four (24) hour basis. When a Severity Code 1 System Error is reported, Concord will assign resources necessary to correct the System Error. Concord will take all reasonable measures to provide an initial response to Severity Code 1 issues within four (4) hours, provide a resolution within twenty-four (24) hours, and provide Customer with timely status reports.

Severity Code 2. Severity Code 2 implies that the System is running but that Customer is unable to use major portions of the System. Some examples of Severity Code 2 System Errors are as follows: (i) intermittent System Error and (ii) major functional component is unavailable. Severity Code 1 System Errors will take priority over Severity Code 2 System Errors. Concord will assign appropriate technical resources to Severity Code 2 System Errors as long as there are no Severity Code 1 System Errors awaiting resolutions. Concord will take all reasonable measures to provide an initial response to Severity Code 2 issues within eight (8) hours, provide a resolution within forty-eight (48) hours, and provide Customer with timely status reports.

Severity Code 3. Severity Code 3 implies that the System is operating close to normal but there is a non-critical System Error. Severity Code 3 System Errors may be fixed in the next scheduled Upgrade or Update or made available on Concord's Web site. Concord will research Severity Code 3 System Errors after Severity Code 1 and Severity Code 2 System Errors. Concord may correct Severity Code 3 System Errors in the next scheduled Upgrade or Update or make corrections available to Customer on Concord's Web site.

Severity Code 4. Severity Code 4 implies that the System is operating normally but the customer is in need of instructional assistance. Severity Code 1, 2, and 3 System Errors will take priority over Severity Code 4 calls. Concord will assign appropriate technical resources to Severity Code 4 calls as long as there are no Severity Code 1, 2, or 3 System Error reports awaiting resolution.

Out-of-Scope. A reported System Error is outside the scope of this Agreement when it is determined not to be related to the System. Examples of such unrelated problems include, but are not limited to, Customer's host or applications System, Customer's hardware and cabling power or environmental conditions, and human error (other than Concord human error).

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