

An essential part of choosing your dedicated server is the level of service that you receive from your dedicated hosting company. At Gravity Internet we pride ourselves on the highest levels of quality and customer service and for complete peace of mind all Gravity Internet dedicated hosting services include a guaranteed Service Level Agreement (SLA).

Our Service Level Agreement consists of the following points:

SERVICE QUALITY

We guarantee the Internet availability of your dedicated server 100% of the time.

PRICE FREEZE

Gravity Internet will never raise the price of your server hosting.

BANDWIDTH CONTENTION

Gravity Internet guarantee a 1:1 contention ratio on bandwidth.

If we do not achieve these specified levels of service we will credit your account as detailed below.

TERMS:

The services listed above are provided on the following terms:

1. SERVICE QUALITY

1.1 Service Availability Guarantee Scope: Gravity Internet will maintain 100% availability between the ethernet port of your dedicated server and the Internet.

1.2 Scheduled Maintenance Scope: Scheduled Maintenance means any maintenance at the network segment to which your dedicated server is connected and which you are notified of 48 hours in advance. Notice of Scheduled Maintenance will be provided to your designated point of contact by a method elected by us (telephone, e-mail, or fax). Details will also be posted on <http://www.gravityinternet.net>.

We reserve the right to carry out emergency maintenance work at any time on the network, or at our Points of Presence, giving you as much warning as is reasonably possible.

1.3 Service Availability Guarantee Process: At your request, we will calculate your "Internet Unavailability" in a calendar month. "Internet Unavailability" consists of the number of minutes that your dedicated server is not accessible from the Internet, and includes unavailability associated with any maintenance at the Gravity Internet network segment to which your dedicated server is connected other than Scheduled Maintenance. Outages will be counted as Internet Unavailability only if you open a fault ticket with Gravity Internet customer support within five days of the outage. Internet unavailability will not include Scheduled Maintenance, or any unavailability resulting from

(a) your applications

(b) your acts or omissions, or any use or user of the service authorised by you or

(c) reasons of Force Majeure or other circumstances beyond our reasonable control (as defined in our Master Services Agreement).

1.4 Service Availability Guarantee Remedy: For each cumulative hour that your dedicated server is unavailable from the Internet, or fraction thereof in any calendar month: at your request, your account shall be credited for the pro-rated charges for one day of the Monthly Fee for the service on which this Service Availability Guarantee has not been met.

2. PRICE FREEZE

2.1 Gravity Internet will never raise the price of your server hosting, even in the event of a price increase for new customers.

3. BANDWIDTH CONTENTION

3.1 Gravity Internet will ensure a 1:1 contention ratio on bandwidth. We will always have (more than) enough bandwidth to service every single customer at full capacity. Due to direct relationships with all our bandwidth suppliers, we have the ability to increase our available bandwidth instantly, and on demand.

This Service Level Agreement ("SLA") shall be deemed to be part of the Service Description. We reserve the right to amend the SLA from time to time, effective upon posting of the revised SLA to the above URL or by other notice to you, provided that, in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, you may terminate this Agreement without penalty by providing us with written notice of termination during the 30 days following notice of such amendment. The SLA sets forth your sole remedies for any claim relating to this service or the Gravity Internet Network, including any failure to meet any guarantee set forth in the SLA. Our records and data shall be the basis for all SLA calculations and determinations. The maximum amount of credit in any calendar month under the SLA shall not exceed 50% of the Monthly Fee and/or Set-up Fee which (without any credit) would have been charged for our service that month.