



Service Availability Commitment

Service Availability Commitment Scope: i-Concept's Service Availability Commitment is to limit Customer's Server unavailability to less than one consecutive hour in any calendar month.

Scheduled Maintenance Scope: Scheduled Maintenance shall mean both (1) any maintenance in the i-Concept data center at which Customer's Server is located of which Customer is notified 48 hours in advance. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by i-Concept (telephone, email, fax or pager).

Service Availability Commitment Process: i-Concept will determine in its reasonable commercial judgment that the Server is unavailable due to a Server outage caused solely by the items of the service managed exclusively by i-Concept that outage will be used to calculate Server unavailability for the remedies provided below. A Server shall be deemed to be unavailable if the server is not responding to HTTP requests issued by i-Concept's monitoring software. i-Concept's records and data shall be the basis for all service availability calculations and determinations. Scheduled maintenance shall not be deemed to be Server unavailability. Unavailability of Customer's Server due to Customer's web content or application programming, acts of Customer or its agents, network unavailability outside of the i-Concept Network or events of Force Majeure shall not be deemed Server unavailability for the purpose of this Commitment.

Service Availability Commitment Remedy: If i-Concept determines in its reasonable commercial judgment that Customer's Server was unavailable for one or more (but fewer than four) consecutive hours during a calendar month, i-Concept, upon Customer's request, will credit Customer's account for such month the pro-rated charges for one day's service for that server. Or if i-Concept so determines that the Server was unavailable for four (4) or more consecutive hours during any calendar month, i-Concept, upon Customer's request, will credit Customer's account for such month for the pro-rated charges for one week's Monthly Charges for that server. Credits will not apply to data transfer charges or to charges for services other than the Monthly Charge for the server for which this Commitment was not met. Customer's account shall not be credited more than once per month under this Service Availability Commitment.

Network Latency and Packet Delivery Guidelines: i-Concept's European Network Latency Guideline is average round-trip transmissions of 65 milliseconds or less between i-Concept-designated Hub Routers within Europe. i-Concept's European Network Packet Delivery Guideline is packet delivery of 99% or greater between i-Concept-designated Hub Routers within Europe. No credits will be made if failure to meet these guidelines.

Server Install Guidelines: Server Install Guideline Scope: i-Concept's Server Install Guideline is to have installation of Customer's Server completed within 3 business days for Shared Services.