

Executive Group Services Inc., DBA YourHost.com

17195 Newhope Street #205

Huntington Beach, CA 92708

714 842-8511 714 841-7739 fax

<http://www.YourHost.com.com> email - info@YourHost.com

Service Level Agreement (specific SLA's are available as custom quotes)

(Incorporated by reference into and forming part of the YourHost.com "Terms & Conditions of Service document")

EXECUTIVE GROUP SERVICES INC, DBA YourHost.com Network Services Corporation ("EXECUTIVE GROUP SERVICES INC, DBA YourHost.com") provides a 99.7% uptime guarantee to its Clients. Subject to the terms and conditions of this Service Level Agreement (the "SLA"), EXECUTIVE GROUP SERVICES INC, DBA YourHost.com will provide service credits for any failure to meet its stated uptime guarantee. As part of this SLA, EXECUTIVE GROUP SERVICES INC, DBA YourHost.com also offers a Grade "A" Stream Quality Guarantee. Please read this SLA to understand how we guarantee the quality of your EXECUTIVE GROUP SERVICES INC, DBA YourHost.com service.

1. Definitions. Within the SLA, the following terms shall have the meanings set forth below:

- "Downtime" means an instance in which a service covered by the 99.7% uptime guarantee is completely unavailable for more than 15 consecutive minutes.
- "Base Fee" shall mean the monthly Committed Rate portion of the Client's service with EXECUTIVE GROUP SERVICES INC, DBA YourHost.com as defined in the Terms and Conditions of Service and as stated in Section B on page 1 of Client's then in effect EXECUTIVE GROUP SERVICES INC, DBA YourHost.com Services Agreement.
- "One Day's Service Credit" shall mean the Base Fee multiplied by one-thirtieth (1/30th).
- "Excluded Downtime" means an amount of Downtime for a particular month, in the aggregate, that is the difference between 100% uptime and 99.7% uptime.

2. Guarantee of 99.7% Uptime. EXECUTIVE GROUP SERVICES INC, DBA YourHost.com provides a guarantee of 99.7% uptime to its Clients, which covers the following items: (i) uptime of the EXECUTIVE GROUP SERVICES INC, DBA YourHost.com network (i.e. the ability of Client's IP traffic to transfer to and from the Internet across EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's network infrastructure), (ii) stream uptime and availability, and (iii) e-mail service uptime (which means EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's core e-mail system is sending and receiving e-mail). In any calendar month, subject to the terms of this SLA, EXECUTIVE GROUP SERVICES INC, DBA YourHost.com will issue Client One Day's Service Credit for each hour of Downtime in excess of one hour,

after taking into account the Excluded Downtime. After the first hour of Downtime within a month, fractional hours in excess of 15 minutes shall count as a whole hour. The amount of such credit will be calculated based on the portion of Client's Base Fee that corresponds to the services that were affected by Downtime.

3. Guarantee of Grade "A" Stream Quality. (when using media console) EXECUTIVE GROUP SERVICES INC, DBA YourHost.com measures stream quality using the third-party monitoring service Keynote Systems Streaming Perspective®, which assigns a qualitative grade to streams originating from EXECUTIVE GROUP SERVICES INC, DBA YourHost.com. EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's goal is to maintain a stream quality grade of "A" or "A+" (the highest grades possible) as measured on a monthly basis. Subject to the Exceptions below, if stream quality for a calendar month on the applicable portion of EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's network receives a grade lower than "A", EXECUTIVE GROUP SERVICES INC, DBA YourHost.com will issue Client One Day's Service Credit for such month. This paragraph will take effect in Client's first full calendar month of service. Important Note: the foregoing guarantee currently applies only to Windows Media and Real Networks streams; however, this guarantee will be extended to QuickTime and Flash streams if and when Keynote Systems makes commercially available a streaming measurement tool applicable to the Flash technology.

4. Exceptions. No credits shall be issued for any failure or deficiency caused by or associated with: (a) Failure of hardware that is owned, leased or provided to EXECUTIVE GROUP SERVICES INC, DBA YourHost.com by Client, or failure of applications or code that are owned, licensed or provided to EXECUTIVE GROUP SERVICES INC, DBA YourHost.com by Client; or the interaction of these items. (b) DNS issues outside the direct control of EXECUTIVE GROUP SERVICES INC, DBA YourHost.com; (c) Client's acts or omissions (or act or omissions of others engaged or authorized by Client), including without limitation, any negligence, willful misconduct, or use of EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's network or services in breach of EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's Terms and Conditions of Service or Acceptable Use Policy; (d) buffering associated with general conditions outside of EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's network; (e) failure of access circuits to EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's network, unless such failure is caused solely by EXECUTIVE GROUP SERVICES INC,

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DBA YourHost.com; (f) scheduled and emergency maintenance and upgrades (EXECUTIVE GROUP SERVICES INC, DBA YourHost.com will make a commercially reasonable effort to schedule any necessary maintenance in the following periods: Monday to Friday from 11PM to 3 am PST Time); (g) false SLA breaches reported as a result of outages or errors of any EXECUTIVE GROUP SERVICES INC, DBA YourHost.com measurement system; (h) failure of a service feature that does not result in Downtime of a guaranteed service (for example, shared SQL service, virtual website hosting, website and streaming reporting and statistics); or (i) Force Majeure -circumstances beyond EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain supplies used in or equipment needed for provision of the EXECUTIVE GROUP SERVICES INC, DBA YourHost.com network.

5. Credit Request Procedures. All credit requests must be made in writing and either emailed and called to EXECUTIVE GROUP SERVICES INC, DBA 800 250-1507 118 YourHost.com.com or faxed to 800 683-6269, attention Accounting Dept (Billing@YourHost.com) and an email to your Sales Representative. To be eligible for credit, any request in connection with Downtime must be received by EXECUTIVE GROUP SERVICES INC, DBA YourHost.com within thirty days of the Downtime incident and must be confirmed by EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's measurements of the EXECUTIVE GROUP SERVICES INC, DBA YourHost.com network. Any time period that may be allowed to dispute an invoice does not negate or relieve Client from the obligation to timely follow and complete these procedures. EXECUTIVE GROUP SERVICES INC, DBA YourHost.com must receive any request in connection with Server Ecommerce, or Shared Hosting and or Grade "A" Stream Quality in a calendar month within seven days after the end of such month. All requests must specify a) the Client's name, phone number and current email address; b) the date and beginning and end times of the outage or failed metric; and c) a brief description of the outage or failed metric. All approved credits will be applied to Client's account within 60 days of issuance.

6. General Provisions. In no case shall Client's account be credited with more than 15 days of service credit in a particular month or credited more than once per month. All credits shall be calculated on the basis of a 30-day month. Credits shall be subject to product granularity within EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's reasonable discretion; for example, a Downtime incident that affected a Client's managed service shall not result in credit for that Client's streaming service, provided that the latter service remained unaffected. In order to be eligible for credit, Client must have followed prior to the incident in question EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's latest instructions for using EXECUTIVE GROUP SERVICES INC, DBA YourHost.com's systems underlying Client's service. EXECUTIVE GROUP SERVICES INC, DBA YourHost.com will periodically provide updated instructions for such systems; however, Client's alleged lack of knowledge of or inability to access such latest instructions shall not be grounds for claiming or receiving a credit. Service credit shall not be available to Clients that are in breach of their payment or any other obligation or provision of the Terms and Conditions of Service or other agreements with Client or policies of EXECUTIVE GROUP SERVICES INC, DBA YourHost.com of which the SLA is a part or which reference this SLA as being applicable. Notwithstanding any other provision of this SLA or any other agreement between Client and EXECUTIVE GROUP SERVICES INC, DBA YourHost.com, this SLA sets forth Client's sole and exclusive remedy for any Downtime, service interruption, failure, intermittency or other service-related issue of any type regarding services provided to Client by EXECUTIVE GROUP SERVICES INC, DBA YourHost.com.