Service Level Agreement ("SLA")

The SLA is applicable to all services delivered directly to Customers of DATA ROOM. The SLA is not applicable to unrelated third parties or third parties lacking privity of contract with DATA ROOM. All SLA guarantees and information listed below are made in good faith and are subject to standard contract remedies.

NETWORK AVAILABILITY GUARANTEE.

DATA ROOM's network is designed for 100% availability. If Customer experiences Network Unavailability for more than 15 consecutive minutes, Customer will receive, at Customer's request, one (1) day Service Credit for each cumulative hour of Network Unavailability in any calendar month. Provided the DATA ROOM Network experiences at least one (1) hour of Network Unavailability in any given calendar month, additional Network Unavailability of less than one (1) hour will result in a proportional Service Credit. (Example: 2 hours, 15 minutes of Network Unavailability will result in 2.25 days Service Credits.) Customer may obtain no more than one (1) month Service Credit for any given month.

HARDWARE REPLACEMENT GUARANTEE

DATA ROOM guarantees the replacement of failed hardware and hardware components located within our data centers. DATA ROOM guarantees a failed hardware component will be replaced within four ("4") hours of Customer notification via live chat (available through our website at http://www.serverroom.net) or telephone (+1-646-588-6668). Replacement of failed hardware does not include time required to reload the operating system or applications. Specific guarantees with SLA information are listed in schedule below.

REPLACEMENT GUARANTEE	**SLA CREDIT**
4 hours or less	Guaranteed
4.1 to 6 hours	10%
6.1 to 10 hours	20%
10.1 to 14 hours	40%
14.1 to 18 hours	60%
18.1 to 24 hours	80%
More than 24 hours	100%

ADDITIONAL DEFINITIONS

Monthly Recurring Charge means the fixed, recurring charge invoiced by DATA ROOM to Customer on a monthly basis for the Service, exclusive of any variable charges based upon Customer usage.

Network Unavailability means the number of minutes that the DATA ROOM Network was not available to Customer, including the number of minutes that the DATA ROOM Network was not available associated with any non-Scheduled Maintenance to the DATA ROOM Network. Network Unavailability will not include Scheduled Maintenance, or any unavailability resulting from: (a) problems with or maintenance on Customer's applications; (b) acts or omissions of Customer or an authorized user; (c) unavailability caused by companies other than DATA ROOM; or (d) Force Majeure.

Scheduled Maintenance means any maintenance of the DATA ROOM Network, DATA ROOM's Equipment or both. Customers will be notified via Email at least two (2) business days in advance of any scheduled maintenance that is likely to affect their service. In most cases, maintenance performed will not take the full configuration window, however, DATA ROOM will inform Customer as to anticipated duration in the maintenance notification E-mail.

Service Credit means

One (1) day Service Credit = 1/30th of Customer's Monthly Recurring Charges.

One (1) week Service Credit = 7/30ths of Customer's Monthly Recurring Charges.

One (1) month Service Credit = Full amount of Customer's Monthly Recurring Charges.

SERVICE CREDIT CLAIM PROCESS.

In order to initiate a claim for Service Credit, Customer must contact DATA ROOM's customer service group within seven (7) business days after the end of the month for which credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the claimed network outage or hardware failure; and (c) a brief description of the characteristics of the claimed network outage or hardware failure.

Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, DATA ROOM will issue Service Credit to Customer's account, appearing on the next invoice issued. Multiple Service Credits will not be given for the same period of time, *i.e.*, failure to meet multiple criteria during a period of time generates only a single Service Credit. The total number of all Service Credits for all failures to meet Guarantees occurring in a given month may not exceed the total Monthly Recurring charge actually paid by Customer for Service during that month. Service Credits will be credited against a Customer's monthly payment for Monthly Recurring Charges and may not be received in the form of a refund.

The Guarantees and Service Credits provided for in this SLA assume compliance by Customer with the Terms of Service and AUP found on DATA ROOM's website at http://www.serverroom.net, and the failure of Customer to comply with those Terms of Service and AUP may invalidate DATA ROOM's guarantees provided herein. No credit is available for a Customer (a) that does not provide the necessary access to Customer's equipment (login credentials) to enable DATA ROOM to perform comprehensive troubleshooting; or (b) whose account is not in good financial standing with DATA ROOM. DATA ROOM is not liable for failure to fulfill its obligations hereunder if such failure is due to Customer's use of bandwidth in excess of the maximum amount specified in Customer's account, or acts beyond DATA ROOM's reasonable control, such as Force Majeure.

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Data Room, Inc.
www.serverroom.net