

1. DESCRIPTION OF SERVICES

We offer varying Hosting Services and Support plans:

Web Hosting. Web Hosting plans place your site within one or more servers. Resources are shared between many customers on the same servers; however, your site is given a unique address (DNS).

Business Hosting. Managed Hosting plans, you get the benefits of having your own Server, but we will manage the server for you including setting up your control panel, patching cycles and back-ups.

2. ACCOUNT TERMINATION; LIMITATIONS

Migration of Servers. You acknowledge and agree that as a normal course of business, it may be necessary for us to migrate our servers. As a result, even if you have a dedicated IP, you may be assigned a different IP number. We do not warrant that you will be able to consistently maintain your given IP numbers.

Termination of Hosting Services. You acknowledge and agree that upon expiration or termination of your Hosting Services, you must discontinue use of the Hosting Services and relinquish use of the IP addresses and server names assigned to you in connection with Hosting Services, including pointing the domain name system ("**DNS**") for your domain name(s) away from our servers. Prior to termination of the Hosting Services, you are responsible for moving your website or server content off our servers. We will not transfer or FTP your website or server content to another provider. If you fail to move your website or server content off our servers prior to cancellation, we will delete all such content and we will not be able to provide a copy of such content.

Free Products Credits. Upon termination of the Hosting Services, all free products provided as part of the Hosting Services will be cancelled or revoked.

Notice Regarding Licensed Images on Migration or Export (where available). Subject to all other applicable licenses terms and conditions, images available and licensed for use are intended for Xperience Web Solutions hosted customers only and are subject to the terms and conditions of third-party intellectual property rights and licensing restrictions. To the extent you wish to export or migrate your hosted product or service to another service provider (if available as an option), it is solely your responsibility to ensure your continued right to use any images incorporated therein, and you acknowledge and agree that Xperience Web Solutions does not warrant and shall have no responsibility for any claims resulting from your continued use after migration and/or termination (whichever occurs first).

Storage Capacity. The total amount of usable storage capacity for your particular Hosting Service(s) may differ from the represented capacity, as there is required space for the operating system(s), system file(s), and other supporting file(s).

3. YOUR OBLIGATIONS; REPRESENTATIONS AND WARRANTIES

Justification. You acknowledge and agree that we shall have the right to seek justification in connection with your use of the Hosting Services, specifically your purchase of IP addresses, and you shall be obligated to provide any and all information reasonably sought by us pursuant to such justification. In connection with such purchase, you acknowledge and agree that your name and justification may be disclosed to certain registries including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois database.

Abusive Activities and Other Threats. You acknowledge and agree that you may not use our servers and your website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities that threaten the stability of our network or will damage the systems of, or cause a disruption of internet services to, Xperience Web Solutions, our customers, or third-parties. Server hacking or other perpetration of security breaches is prohibited and we reserve the right to remove sites containing information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited. We prohibit the use of software or scripts run on our servers that cause the server to load beyond a reasonable level, as determined by us. You agree that we reserve the right to remove your website temporarily or permanently from our servers if you are in violation of this Service Agreement and/or there are activities that threaten the stability of our network. You acknowledge and agree that all websites associated with your hosting account may be removed if one website is in violation of this Service Agreement. You further acknowledge and agree that Xperience Web Solutions reserves the right to scan your hosted account for malicious content (e.g., malware), and that, in the event any such content is discovered, it may be removed in Xperience Web Solutions's discretion for security purposes.

In addition to the General Rules of Conduct listed in our Universal Terms of Service, you agree not to engage in unacceptable use of the Hosting Services, which includes, without limitation, use of the Hosting Services to: (1) attempt to mislead any person as to the identity, source or origin of any communication; (2) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization; or (3) use your server as an "open relay" or for any of the above purposes.

We prohibit the running of a public recursive DNS service on any of our servers. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. We actively scan for the presence of public DNS services and reserve the right to remove any servers from the network that violate this restriction.

Storage and Security. You shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to your website or server content; (2) maintain independent archival and backup copies of your website or server content; and (3) ensure the security, confidentiality and integrity of all your website or server content transmitted through or stored on our servers.

Our servers are not an archive and we shall have no liability to you or any other person for loss, damage or destruction of any of your content. The Hosting Services are not intended to provide a PCI (Payment Card Industry) or HIPAA (Health Insurance Portability and Accountability Act) compliant environment and

therefore should not be used or considered as one. You shall not use the Service in any way, in our sole discretion, that shall impair the functioning or operation of our services or equipment. Specifically by way of example and not as a limitation, you shall not use the Hosting Services as: (1) a repository or instrument for placing or storing archived files; and/or (2) placing or storing material that can be downloaded through other websites. You acknowledge and agree that we have the right to carry out a forensic examination in the event of a compromise to your server or account.

Website/Server Content. You shall be solely responsible for providing, updating, uploading and maintaining your website or server and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your website or server including, but not limited to, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. You acknowledge and agree that in the course of providing you with technical assistance, it may be necessary for our support staff to modify, alter or remove the content of your hosted product. Your website or server content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Hosting Services.

If access to a third-party hosting website is required in the provision of any Service, you represent and warrant that you are authorized to provide us with access to the third-party hosting account for the purposes of this Service Agreement. You agree that you retain sole contractual and any other legal or fiduciary responsibilities related to your third-party hosting account.

If you request that we install any Third Party Software (defined below) not provided as part of the Hosting Services, you represent and warrant that (1) you have the right to use and install the Third Party Software, (2) you have paid the applicable licensing fees for the Third Party Software, and (3) the Third Party Software does not and shall not infringe on the intellectual property rights of any other person or entity.

4. PROVISIONS SPECIFIC TO WEB, Business AND Managed WORDPRESS HOSTING

Storage and Plan Limits. All Web Hosting and WordPress Hosting plans, including the unlimited plans, are subject to a limit of no more than 250,000 inodes per account for Linux® hosting accounts or 500,000 files and folders per account for Windows® hosting accounts. The plans are also limited to no more than 1,000 tables per database and no more than one gigabyte of storage per database. Any account or database that exceeds these limits may be issued a network violation warning and will be required to reduce the number of inodes, files and folders, tables or gigabytes (as the case may be), or may be temporarily or permanently suspended, in our sole discretion. All Linux hosting plans are subject to the following limitations: no more than a) 25% of one CPU core; b) 512MB of RAM; c) 100 website connections; d) 100 active processes; e) 1 MB/s disk IO. In the event these limitations are exceeded, your site may slow down or not be served until more resources are added. More resources may be added for additional fees.

WordPress Hosting may only be used to host a WordPress website. Only a single WordPress installation is allowed per website. Any WordPress hosting account found to be hosting a non-WordPress website may be issued a network violation warning and will be required to remove the non-WordPress website, or may be temporarily or permanently suspended, in our sole discretion. Additionally, you may be required to purchase an appropriate hosting plan in order to host the non-WordPress site should you

wish to continue hosting the non-WordPress site on our network.

Free Trial hosting credits are subject the following limitations: no more than a) 25% of one CPU core; b) 256MB of RAM; c) 10 website connections; d) 100 active processes; e) .5 MB/s disk IO; f) 50,000 inodes; g) 1 GB disk space; h) 10 GB monthly bandwidth. In the event these limitations are exceeded, your site may slow down or not be served until more resources are added. More resources may be added by upgrading to a paid plan.

You acknowledge and agree that inbound UDP is not support in shared hosting environments.

Website/Server Content. Your website may not include any of the following content: (1) image hosting scripts that allow an anonymous user to upload an image for display on another website (similar to Photobucket or Tinypic); (2) banner ad services for display on other websites or devices (commercial banner ad rotation); (3) file dump/mirror scripts that allow an anonymous user to upload a file for other to download (similar to rapidshare); (4) commercial audio streaming (more than one or two streams); (5) push button mail scripts that allow the user to specify recipient email addresses; (6) anonymous or bulk SMS gateways; (7) backups of content from another computer or website; (8) Bittorrent trackers; or (9) any script that causes a degradation in the performance of our server or network environment.

Unlimited Disk Space/Bandwidth/Website Plans. Web Hosting and WordPress Hosting plans are designed to host most personal, small business and organization websites, and thus we offer unlimited bandwidth and some plans offer unlimited disk space and websites. This means that we do not set a limit on the amount of bandwidth, websites or disk space you may use in the operation of your website, provided it complies with this Service Agreement. In the event the bandwidth, number of websites or disk space usage of your website presents a risk to the stability, performance or uptime of our servers, data storage, networking or other infrastructure, you may be required to upgrade to a VPS or Dedicated Server, or we may take action to restrict the resources your website is utilizing.

Website Accelerator Service. Our Website Accelerator service (“**Website Accelerator**”) provides a content delivery network (CDN) designed to optimize your website performance through caching and secure distribution of static website content on a network of nationally dispersed servers. You acknowledge and agree that your website content will be stored throughout the United States. You acknowledge and agree that Website Accelerator may be discontinued or suspended at any time, and your participation is subject to eligibility, as detailed below.

WHMCS License. In the event you add WHMCS license to your Business Hosting plan, you agree to be bound by both the [WHMCS Terms of Service](#) and End User License Agreement, which are both hereby incorporated by reference.

In order to be eligible for Website Accelerator, you acknowledge and agree that you meet and will keep in compliance with the following criteria: (1) your website must be hosted in Phoenix, AZ; (2) your domain name and hosting must be in the same account; (3) you must have DNS with us; (4) you must not use DNSSEC; (5) you may not have or add SSL certificates; if you add an SSL with CDN activated, the SSL certificate will not function; (6) you must have an Ultimate web hosting plan; and (7) you may not change operating systems.

Your hosting plan may provide you with access to use ManageWP. ManageWP is a website management console which allows its users to administer any number of websites including, but not limited to, management, monitoring, backups, deployment, publishing, and security tools. You acknowledge and agree that your use of ManageWP is subject to the terms of service located [here](#), which are hereby incorporated by reference.

5. PROVISIONS SPECIFIC TO VPS AND DEDICATED HOSTING

Server Access. If you purchase MS SQL or Managed Backups, you hereby authorize us to log into your server for purposes of installing and configuring the MS SQL or Managed Backups.

IP Addresses. You acknowledge and agree you are required to begin using at least ninety percent (90%) of your purchased IP addresses within thirty (30) days of assignment of such IP addresses to you. In the event you do not begin using at least ninety percent (90%) of your assigned IP addresses within thirty (30) days of assignment, you acknowledge and agree that we shall have the right to reclaim any unused IP addresses.

FTP Back-Up. We offer an FTP Backup option for an extra fee. You acknowledge and agree that purchasing FTP Backup may require additional down time to install and maintain. You further acknowledge and agree that in utilizing the FTP Backup option, you shall be subject to a maximum disk space and bandwidth usage according to the plan you purchase. Subject to the terms and conditions of this Service Agreement, we shall use commercially reasonable efforts to provide FTP Backup services on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Service Agreement. You acknowledge and agree that from time-to-time the FTP Backup services may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs that we may undertake from time to time; or (3) causes beyond our control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. FTP Back-up may not be available on all hosting plans.

Configuration Add-Ons. We offer multiple configuration options ("**Configuration Add-Ons**") for an extra fee. The specific Configuration Add-Ons available depend on which hosting package you purchase, but may include a control panel, database, external firewall or RAID. You acknowledge and agree that installing a Configuration Add-On will use some of your available storage, may require additional provisioning time, will require us to install Third Party Software (defined below), third party hardware or internally developed custom software to your server, and, in some cases, may limit the versions of Third Party Software available for use with your server. Third Party Software, third party hardware and internally developed customer software will be supported by us. If you wish to cancel RAID, you will be required to cancel your server and purchase a new one.

cPanel. In the event you add cPanel to your server, you agree to be bound by the [cPanel EULA](#), which is hereby incorporated by reference.

6. PROVISIONS SPECIFIC TO SUPPORT PLANS

Managed and Fully Managed Hosting Support Plans. If you purchase Manages or Fully Managed Hosting Support Plan (“**Manages Hosting Plan**”) with VPS, we may install a limited number of applications (“**Supported Applications**”) on your server at your request. A full list of Supported Applications is available from our support team upon request. If you request the installation of a Supported Application, we will install and configure the Supported Application on our server as long as the server has available resources (e.g., storage, RAM, processing power) to support that particular application.

We will then provide the primary (administrator) username and password to you, at which point you will take over the managed and additional configuration of that particular application. We will not be responsible for content, customization, or any other activities associated with the Supported Application, including any repair of the Supported Application should it stop working.

We shall limit technical support of an inoperable Supported Application to restoring said Supported Application to its original state (fresh installation, with no data or customization). The backups offered with these support plans are snapshots taken on a 10-day cycle. Restores are available upon request and may require an additional fee.

Hosting Premium Support/Expert Services. If we determine that any support request falls outside the scope of your plan, you can request custom support services (“**Expert Services**”) for a fee, or on a per service basis, which we will quote to you before providing the custom support service. If you elect to use our Expert Services, we reserve the right to charge any or all of the fees for such Services prior to the commencement of any work being performed. Expert Services fees are non-refundable. You must, within fourteen days of any Expert Services, notify us if there are any issues with the Expert Services. We are not responsible for and will not provide assistance with any issue(s) that arise beyond fourteen days of any Expert Services.

Hosting Migrations. If you have your domain name registered with us and the web hosting associated with the domain is provided by a third-party, we may, at your request and in our sole discretion, attempt to assist you to move the web hosting for the domain name to us (“**Hosting Migration**”). Hosting Migrations are provided as a courtesy service, and we do not make any guarantee regarding the availability, possibility, or time required to complete a Hosting Migration. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make us unable to assist you in the transfer of data from a third-party host.

You are solely responsible for reviewing the functionality and accuracy of migrated content in its new location following a Hosting Migration. If you are satisfied with the data migration, you will need to update the DNS record for the domain name in order to publish the website in its new location. We will not perform website backups or archives in connection with a Hosting Migration, and we recommend that you back up your third-party hosted website before migration to ensure that no data is lost. You agree not to make any changes or revisions to your website during the migration process.

You agree that we are not liable for any delay in website resolution or loss of data related to your Hosting Migration. Hosting Migrations are not available for websites with over 10GB of data or more than 100,000 files.

We may install a plugin on your external WordPress site for the purpose of facilitating your WordPress migration into our own Managed WordPress hosting environment. This plugin will not change anything on your source site. Its purpose is to facilitate the Hosting Migration of your WordPress files. You are welcome to disable the plugin on your source site after the Hosting Migration has been completed.

7. SERVICE UPTIME GUARANTEE

We offer a Service uptime guarantee of 99.9% ("**Service Uptime Guarantee**") of available time per month. If we fail to maintain this Service Uptime Guarantee in a particular month (as solely determined by us), you may contact us and request a credit of 5% of your monthly hosting fee for that month. The credit may be used only for the purchase of further products and services from us, and is exclusive of any applicable taxes. The Service Uptime Guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you from custom scripting, coding or the installation of third-party applications; (3) outages that do not affect the appearance of your website but merely affect access to your website such as FTP and email; (4) causes beyond our control or that are not reasonably foreseeable; and (5) outages related to the reliability of certain programming environments.

8. THIRD PARTY SOFTWARE

"Third Party Software" means any software or application developed and owned by a third party provider that we may contract with from time to time.

Operating Software. The Hosting Services may be operated in both Linux® and Windows® environments. Each time you commission a server, we will provision the server with the operating system you choose. We reserve the right to modify, change, or discontinue any Third-Party Software at any time, and you agree to cooperate in performing such steps as may be necessary to install any updates to the Third-Party Software. The Third-Party Software is neither sold nor distributed to you, and you may use the Third-Party Software solely as part of the Hosting Services. You may not use the Third-Party Software outside of the Hosting Services. We may provide your personal information to third-party providers as required to provide the Third-Party Software. You acknowledge and agree that your use of the Third-Party Software is subject to our agreement(s) with the third-party providers. In addition, if the Third-Party Software is accompanied by or requires consent to a service or license agreement from the third-party provider, your use of the Third-Party Software is subject to such service or license agreement. You may not download, install, or use any Third-Party Software that is accompanied by or requires consent to a service or license agreement from a third-party provider unless you first agree to the terms and conditions of such service or license agreement. You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Third-Party Software. You may not reverse engineer, decompile, or disassemble the Third-Party Software, except and only to the extent that such activity is expressly permitted by applicable law. You acknowledge and agree that the third-party providers (and their affiliates and suppliers) make no representations or warranties about any Third-Party Software offered in connection with the Hosting Services, and expressly disclaim any liability or damages (whether direct, indirect, or consequential) arising from the use of the Third-Party Software. You acknowledge and agree that any Third-Party Software will be supported by us and not by the third-party providers (or their affiliates or suppliers).