THIS SERVICE LEVEL AGREEMENT DEFINES THE SERVICE LEVELS PROVIDED TO YOU BY THE COMPANY.

Capitalized terms used herein but not otherwise defined shall have their respective meanings set forth in the End User Hosting Master Service Agreement (the "Agreement"). The term "You" shall have the definition set forth in the Agreement. In the event of any conflict between this Service Level Agreement and the Agreement, the Agreement shall govern.

I. Service Definition. The Company will provide Hosted Exchange and other Application Services as defined by the plan or plans purchased by You from The Company (the "Services").

II. Technical Support. The Company will provide You through Your authorized account contacts with technical support on setting up and configuring Your account, access to the Services, and other issues related to the Services. Only Your authorized account contacts may request information or changes pursuant to the Agreement.

The Company uses commercially reasonable efforts to maintain a standard response time to technical support issues. This response time will depend on the complexity of the inquiry and support request volume. The Technical Support Department assigns the highest priority to customer inquiries related to server unavailability. The estimated time to respond does not apply to inquiries that require extensive research and testing.

III. Billing Disputes

The Company must receive notice of billing disputes within sixty (60) days of the date Your credit card was charged or Your account was invoiced for the Services or You shall be deemed to have accepted such charges.

IV. Control Panels and Server Management

a. **Account Management Tools.** Account holders are provided with The Company's online end-user control panel and MailboxManager. These tools are designed to give You control over Your account and the Services. Technical Support personnel can help You to become familiar with control panels; however, Technical Support shall not be expected to perform for You the tasks that can be done through these panels.

b. **Custom Configuration.** Requests for modification to the standard configuration will be considered on a case-by-case basis. Approval of such modifications will be at The Company's sole discretion. The Company does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations.

c. **Additional Services.** For the tasks that cannot be performed through the end-user control panel or for services that are not included in the plan or plans purchased by You, You may request The Company perform professional services on a time and materials basis. The request shall include a detailed description of work and the authorized amount of time, in half hour increments, to perform the work. The Company may evaluate and revise the request (including the estimated number of hours to perform the work) and reserves the right, in its sole discretion, to decline any request. The services shall be performed at The Company's standard published rates, provided that any emergency services that require commencement within 24 hours shall be charged at 1.5x The Company's standard published rate. The Company will use commercially reasonable efforts to perform requested services. However, it does not guarantee any particular result from performance of services or make any representations or warranties regarding such services nor can it be held liable in any way (including for any credits) for Service performance changes or failures which result from performing tasks requested by You.

V. Maintenance

a. **Scheduled Maintenance.** To ensure optimal performance and security of the Services, The Company will routinely perform maintenance on a regularly scheduled basis within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. The Company schedules maintenance windows according to its policies, which are available upon request. Service unavailability due to scheduled maintenance will be excluded from Your uptime calculations for availability. The Company will use commercially reasonable efforts to notify You in advance of any scheduled maintenance that may adversely affect Your Services.

b. **Emergency Maintenance**. Under certain circumstances The Company may need to perform emergency maintenance, such as security patch installation or hardware replacement. The Company will not be able to provide You with advanced notice in case of emergency maintenance. Service unavailability due to emergency maintenance will be excluded from the uptime calculations.

c. **Hardware Replacement.** The Company will use industry standard practices to determine whether server hardware is functioning properly and will replace non-functioning hardware with similarly functioning hardware. The Company shall use commercially reasonable efforts to implement hardware replacement within four hours from the time the problem is identified. In the case where this time is exceeded, the excess downtime is counted against the Service Availability Credit.

VI. Service Availability.

a. **Uptime.** The Company shall provide at least 99.999% Service Availability, measured on a per calendar-month basis. Service Availability is defined as the ability of a user on Your Exchange account to (a) access and retrieve information from his or her mailbox, and (b) send and receive messages via his or her mailbox using the Services, each on per mailbox basis, provided that Your account is active, in good standing and enabled. Unavailability caused by issues beyond The Company's reasonable control, including denial of service or similar attacks, mail bombs, DNS resolution, Domain Name expiration, Internet availability, SYN attacks, and other events or any other Force Majeure event will be excluded from Service Availability calculations.

b. **Service Availability Monitoring**

1.   The Company monitors its servers and the Services as a whole but does not monitor individual mailbox or mobile device availability. To verify Service Availability, The Company uses a combination of methods to validate availability, including but not limited to Exchange HTTP access availability and internal mail flow monitoring between Edge and Mailbox servers. These checks are run on predetermined intervals with specific failure thresholds with respect to the service being provided. If two or more consecutive tests fail, the lack of Service Availability will be noted as the number of minutes between the first and the last failed tests. Any unavailability less than five minutes in duration will not be recorded.

2.   The Company does not guarantee incoming and outgoing mail delivery time and thus it is not included in its calculations or considered an outage if mail flow is delayed. If a delay in mail flow is due to a complete Service, server, or network outage, Service Availability will be calculated related to those services only. The Company will use commercially reasonable efforts to provide reasonable times for incoming and outgoing mail flow.

VII. Credit for Service Availability Non-Compliance

Service Availability. If Service Availability for the first 30 day period (or any calendar month thereafter) is below 99.999%, The Company will issue a credit ("Service Availability Credit") to You according to the following schedule:

Service Availability*	Amount of the refund as a percentage of monthly fee for affected Service*
99.0% to 99.999%	3% of monthly fee credited
98.0% to 98.99%	5% of monthly fee credited
95.0% to 97.99%	10% of monthly fee credited
90.0% to 94.9%	25% of monthly fee credited
89.9% or below	2.5% credited for every 1% of lost availability up to the maximum total penalty limit

To receive a Service Availability Credit, (a) Your account must be in good standing with The Company, (b) You must send a Technical Support Ticket, at www.glyphdot.com, reporting the service interruption within 72 hours of the event, and (c) You must send a Ticket, at www.glyphdot.com, to the Billing Department in the month immediately following the month for which You are seeking a Service Availability Credit. Credit requests must include Your account domain and the dates and specific times that the Service availability was below the prescribed levels.

The Billing Department will compare information provided by You to the monitoring data The Company maintains. A Service Availability Credit is issued only if The Company confirms from the monitoring data warranting the Service Availability Credit.

*The Company will calculate the Service Availability Credit based on the type of particular Service for which Service Availability was below the prescribed level, the fees for the particular Service and the percentage of overall individual mailboxes or other units adversely affected. For example, if the Service Availability Credit pertains to the Service Availability of two mailboxes of 200 mailboxes, the Service Availability Credit would be calculated as 1% x the monthly fee for the mailboxes x the % of monthly fee credited.

The limits and sole remedies regarding Service Availability and Service Availability Credits are set forth in Section XIII of this Service Level Agreement.

VIII. Server Software

a. **Software Configuration.** The Company will exercise industry standard practices to ensure that all pre-installed software is correctly configured. In case there is more than one way to configure the software, The Company will choose the configuration it determines, in its sole discretion, to be the most appropriate.

b. **Patches, Updates and Service Packs.** The Company will use commercially reasonable efforts to promptly install security patches, updates, and service packs. Software updates may change system behavior and functionality and as such may negatively affect the Services purchased by You. The Company cannot foresee nor can it be responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If such disruption or changes occur, The Company will use commercially reasonable efforts to remedy the situation as soon as possible after being notified of the problem by You.

c. **Required Upgrades.** The Company may be required by its software licensors to upgrade to the latest versions of the software. Licensor-required upgrades will be performed free of charge and upon reasonable notice to You. Software upgrades on The Company's servers will occur at

The Company's discretion upon reasonable notice to You.

d. **Incompatibilities.** The Company is not responsible for problems that may arise from incompatibilities between new versions of the software and Your content, regardless of whether it was a requested, required or a discretionary upgrade. Nevertheless, The Company will use commercially reasonable efforts to assist You in finding a solution.

IX. Storage Capacity; Data Transfer; Server Resources. Each account is allotted storage capacity and data transfer amounts on The Company's servers according to the plan and options selected by You. This storage size and data transfer allotments can be increased through the end-user control panel for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing Service unavailability or data loss. The Company shall not be responsible for such unavailability or data losses. Server resources are shared among all customers hosted on the same server(s). The Company configures servers, Services and storage in such a way that You are separated from other customers. However, due to its nature, for shared resources, server and service performance levels cannot be guaranteed.

X. Hosted Exchange Limitations

a. **Mailbox and Public Folder Storage Capacity.** Each mailbox and public folder has their own storage limits. When the storage limit is reached on an individual mailbox or folder, the Exchange servers will stop sending and/or receiving messages or data leading to possible Service unavailability or data loss. To prevent such occurrences, You can manage each mailbox and public folder storage limit, using the end-user control panel. The Company is not responsible for unavailability or data losses caused by any mailbox or folder exceeding its storage limit. You can obtain a detailed disk usage report from the end-user control panel at any time.

b. **Log Files.** The Company adheres to a daily log maintenance and clean-up schedule in order to optimize disc space for our Services.

c. **Top Level Folders and Sub-Folders.** The Exchange server itself retains ownership of the two top layers of the public folder hierarchy, "Public Folders", and under that folder, the "All Public Folders". This is set by the Exchange server architecture and cannot be modified. The end-user control panel allows You to create and manage Top-Level public folders. Only Top-Level public folders can be made visible in the Global Address List.

d. **Address Lists.** The Company provides one Global Address List and one Offline Address List for Your account. The Global Address List and Offline Address List are available to all users within Your account. The Global Address List contains all mailboxes, contacts and distribution lists for Your account, unless You explicitly choose to hide any of these objects from Your Global Address List. Your Offline Address List is a replica of Global Address List. Your Offline Address List is used when You are working offline or, in MS Outlook 2003 or above, in the activated cache mode. The Global Address List is replicated to Offline Address List on a daily basis.

e. **Anti-Virus Checking.** The Company uses third-party, anti-virus software. This software is configured to check all inbound messages. The virus-detecting heuristics of the software are regularly updated. Messages sent between mailboxes on the server are not scanned. If a virus is detected or if a message attachment cannot be scanned (for example, when it is encrypted or corrupted), the message and its attachments may be permanently deleted. For Secure Mail customers, encrypted messages will not be deleted. Messages with attachments larger than 5MB are not scanned. The Company advises You to use up-to-date, local anti-virus software. The Company is not responsible for any damages due to viruses, including infection of end-user devices or lost or corrupted messages.

f. **Anti-Spam Message Filter.** The Company installs third-party, anti-SPAM software on its

servers. This software is configured to check all incoming messages according to the SPAM-detecting heuristics provided with the software. As a part of the anti-SPAM software service, the SPAM-detecting heuristics are regularly updated. The Company is not responsible for any damages due to anti-SPAM filtering, including lost or corrupted messages.

g. **Wireless Exchange Server Access.** As an add-on service, The Company provides wireless access to the Exchange server through the use of third-party software. Limited customer control of wireless Exchange server access and configuration is available via the end-user control panel. Success in configuration and set up of wireless Exchange server access is highly dependent upon the device and the wireless access provider chosen by You. Therefore The Company can only assure that it will make commercially reasonable efforts to assist You in configuring and supporting Your wireless Exchange server access for the portions of the access not under The Company's control.

XI. Privacy; Confidentiality

a. **Privacy.** The Company is committed to protect Your privacy and the confidentiality of Your data to the maximum extent permitted by law and/or accepted by industry standards. We will not access, view or review any of Your private data accessible to us (including but not limited to that contained in Your web server files, e-mail messages, calendars, notes, contacts, memos or public folders) unless:

1. either You or a government agency or regulatory body specifically requests us to do so;

2. when performing routine backup and restore operations, virus scan and virus removal, spam and content filtering; or

3. if such access, view or review is urgent and necessary to protect personal safety, perform troubleshooting, restore systems operation in the event of a server failure, remove illegal or offending (e.g. pornographic, violating our policies, etc.) content or prevent a server failure, Service outage or other damage.

Under no other circumstances will The Company access Your private data without Your prior permission, except to the extent required by law or governmental or regulatory body or necessary to render our services to You.

XII. Data Protection Guarantee (applies solely to Exchange 2010 plans)

Data protection refers to The Company's ability to recover your Exchange database as defined by the following text. In the event of an issue that impacts your Exchange data hosted by The Company that is caused by either
(i) data corruption in your The Company-hosted Exchange database, or (ii) a catastrophic failure of the SAN or datacenter where your Exchange database is hosted, The Company will restore your database to the last known good state, as determined by The Company. If The Company fails to promptly restore your database, The Company will issue a credit ("Data Protection Credit") according to the following schedule:

< 24 hours of data lost	25% of monthly fee credited
24 – 48 hours of data lost	50% of monthly fee credited
> 48 hours of data lost	100% of monthly fee credited

To receive a Data Protection Credit, (a) Your account must be in good standing with The Company, (b) You must send a Technical Support Ticket, at www.glyphdot.com, reporting

data loss within 72 hours of the event, and (c) You must send a Ticket, at www.glyphdot.com, to the Billing Department in the month immediately following the month for which You are seeking a Data Protection Credit. Credit requests must include Your account domain name and the dates and specific times that correspond with the preceding schedule.

The Billing Department will compare information provided by you to the actual data that resides in your Exchange database. A Data Protection Credit is issued only if The Company confirms data loss warranting the Data Protection Credit.

The limits and sole remedies regarding the Data Protection Guarantee and Data Protection Credits are set forth in Section XIII of this Service Level Agreement.

XIII. Total Credit Limits; Sole and Exclusive Remedies.

a. *Total Service Availability Credits.* The total Service Availability Credit due to You for any account may not exceed 50% of the monthly fees charged to that account during the month for which the Service Availability Credit is to be issued, unless the amount to be credited is less than $1.00 in which case the credit amount will be $1.00. Only one Service Availability Credit and credit level is available in any given calendar month. **Notwithstanding anything set forth in the Agreement or this Service Level Agreement, the Service Availability Credit described in Section VII shall be Your sole and exclusive remedy in connection with any service unavailability as described in section VI of this Service Level Agreement or breach by The Company of the Agreement or this Service Level Agreement.**

b. *Data Protection Credits.* The total Data Protection Credit due to you for any account may not exceed 100% of the monthly fees charged to that account during the month for which the Data Protection Credit is to be issued. Only one Data Protection Credit and credit level is available in any given month. **Notwithstanding anything set forth in the Agreement or this Service Level Agreement, the Data Protection Credit described in Section XII shall be Your sole and exclusive remedy for any losses arising from any data protection event as described in Section XII of this Service Level Agreement.**

c. *Total Credit Limit.* The total credits that You may be issued with respect to any calendar month, including the aggregate of Service Availability Credits and Data Protection Credits, shall not exceed 150% of the monthly fees charged to the account during the month for which all such credits are issued.

XIV. Data Restoration from Back-Up Request. Data restore requests initiated by the client, not related to the data recovery guarantee as described in section XII, can be initiated through a Technical Support Ticket, at www.glyphdot.com, subject to availability of the back-up data. The Company performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at The Company's sole discretion. THE COMPANY DOES NOT MAINTAIN HISTORICAL BACK-UP COPIES FOR THE PURPOSE OF POINT IN TIME DATA RECOVERY UNLESS SPECIFICALLY AGREED TO IN A CUSTOM SERVICE ORDER.

XV. Data Retention. While Your account is active, The Company shall retain Your data, including but not limited to the content of private mailboxes and public folders within the database information store, active directory, log files and backup copies. The Company shall not be responsible for retaining any of Your data after account termination. All data is deleted from the servers after Your account is terminated and from backups during scheduled backup rotation. The Company shall not restore, provide on any storage media or send out any data pertaining to terminated accounts, unless specifically noted in a customized service agreement.

XVI. Customer Responsibilities. To access The Company services You must provide at the very minimum:

- an Internet connection with sufficient bandwidth and quality to allow trouble-free

browsing, data uploading and downloading and that does not constrain Microsoft®
Exchange functionality;

- Windows XP or later to access the Exchange server using Microsoft ® Outlook RPC/HTTP;

- a fully functional Internet browser to access the end-user control panel, MailboxManager and Exchange server using OWA; and

- a fully functional POP/IMAP/SMTP e-mail program (client) such as Microsoft® Outlook.