

Exchange Hosting Service Level Agreement

During the term of the Agreement, Host shall provide to Owner the following services (the “Hosting Services”):

I. Technical Support

Host will provide Owner with technical support on setting up and configuring Owner’s account, access to Host’s server, and other issues related to the software provided by Host at no additional charge.

Additionally, Host will provide technical support for Microsoft Outlook, Entourage, Outlook Express, OWA via Internet Explorer, and supported wireless devices, but it does not offer customer support for other mail clients, applications, scripts, or components, either from third parties or for those developed by Owner.

E-mail technical support:

Hours: 24 hours, 7 days per week, 365 days of the year

Email: support@sitesnow.com

Phone technical support:

Hours: 8 AM to 6 PM Ohio time,

Monday through Friday (excluding U. S. national holidays)

Phone: 440 – 942 – 9770

Only Account Administrators may request information, changes, or technical support for the account.

Upon contacting Support, Owner will be required to provide Owner’s account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by technical support personnel.

Host's response time to technical support issues depends on the level of purchased support service, the complexity of the inquiry and support requests volume. The Technical Support Department assigns the highest priority to customer inquiries related to the servers' unavailability. These issues are addressed first upon notification from a customer. Time to respond guarantee does not apply to any inquiries that require extensive research and testing.

II. Billing and Other Account Related Inquiries

Billing. For billing inquiries, contact Billing Department.

Hours: 9 AM to 3 PM Ohio time,

Monday through Friday (excluding U.S. national holidays)

Phone: 440 – 942 – 9770

Email: billing@sitesnow.com

Please note: Host must receive notice of billing disputes within sixty days of the date Owner's credit card was charged for services.

Sales. For sales inquiries, contact Sales Department.

Hours: 8 AM to 6 PM Ohio time,
Monday through Friday (excluding U.S. national holidays)

Phone: 440 – 942 – 9770

Email: info@sitesnow.com

III. Escalation

If Owner has unresolved concerns with Host's service or technical support issues, please contact the Customer Support Manager at escalations@sitesnow.com. The initial response should arrive within one business day. As issues may be complex or require extensive investigation, resolution cannot be guaranteed within any certain time period.

IV. Maintenance

Scheduled Maintenance:

To ensure optimal performance of the servers, Host will perform routine maintenance on the servers on a regular basis, requiring servers to be removed from service. The Host reserves one hour of server unavailability per month for maintenance purposes. This server unavailability will be excluded from the uptime calculations. The maintenance is typically performed during off-peak hours. The Host will provide Owner with advanced notice of maintenance whenever possible.

Emergency Maintenance:

Under certain circumstances Host may need to perform emergency maintenance, such as security patch installation or hardware replacement under Hardware Replacement Guarantee (see below). Host will not be able to provide Owner with advanced notice in case of emergency maintenance. This server unavailability due to emergency maintenance will be excluded from the uptime calculations.

Hardware Replacement Guarantee:

Host will use industry standard practices to determine whether server hardware is functioning properly and will replace non-functioning hardware with similarly functioning hardware. Host guarantees 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 Server Availability guarantee.

V. Network Availability

Host guarantees at least 99.9% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Host's network to/from the IP transit provider (Internet backbone).

Servers unavailability resulting from loss of Network Availability is excluded from servers availability calculations if the Network Availability loss is caused by any factor(s) beyond the Host's control, including but not limited to such factors as IP transit provider (backbone) or end user's portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at the Host's servers or the Host's network.

Network Availability Monitoring

To verify the Application Server Availability, Host will probe the router port to which the server is connected every two minutes, with a 10-second failure threshold. If the probe is not successful, the port is considered non-operational and NOC personnel on duty are automatically notified.

If two or more consecutive port probes fail, network downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. Host will calculate server uptime and refund eligibility amounts based on this type of monitoring.

VI. Server Availability

Host's primary commitment is to provide outstanding hosting service to all customers. To support this commitment, Host observes the following schedule of remedies for any failure to meet the express guarantees in this Exchange Hosting Service Policy.

Exchange Server Availability

Host guarantees 99.9% Exchange Server Availability, measured on a calendar-month basis. Exchange Server Availability is defined as the ability of a user on Owner's Exchange account to (a) access and retrieve information from the Exchange server, and (b) send and receive messages via the Exchange server, provided that Owner's hosting account is active and enabled.

Host monitors the server as a whole but does not monitor individual mailboxes. Exchange server unavailability caused by denial of service attacks, mail bombing, and other flooding techniques will be excluded from Exchange Server Availability calculations. The outgoing email protocol used on Exchange server (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of email messages. If the mail server's first email delivery attempt fails, it will re-attempt delivery according to a predefined schedule. If the message fails to be sent for 24 to 72 hours, the messages will be returned to the sender.

Denial of service attacks or other types of attacks directed toward Host's network of servers resulting in or contributing to downtime will not be included in the Exchange Server Availability calculations.

Exchange Server Availability Monitoring

To verify Exchange Server Availability, Host will open a connection to the server on the port assigned to the Exchange Information Store Service every five minutes, with a 30-second failure threshold. If connection is not successful, server is considered non-operational and systems administration personnel on duty are automatically notified.

If two or more consecutive test connections fail, the Exchange server unavailability will be registered as the number of minutes between the first and the last failed tests. Exchange server unavailability of less than five minutes in duration is not recorded. Host will calculate Exchange Server Availability and refund eligibility amounts based on this type of server monitoring.

VII. Penalty for Non-Compliance – Refunds

Network and Server Availability

If network or server availability for the full month is below the guaranteed level, the Host will issue a refund to Owner according to the schedule below.

Server availability	Amount of the refund as a percentage of monthly fee
99.0% to server guarantee level	5% of monthly fee credited
98.0% to 98.9%	10% of monthly fee credited
95.0% to 97.9%	15% 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 refund for downtime, Owner must (a) be in good financial standing with the Host, and (b) send an email or written refund request to the Billing Department in the month immediately following the month for which Owner is seeking a refund. Refund requests must include Owner’s account username and the dates and times of server unavailability.

The Billing Department will compare information provided by Owner to the server availability monitoring data the Host maintains. A refund is issued if the Host can confirm from the monitoring data the server availability warranting the refund.

Total Penalty Limits

The total refund to Owner for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued, unless the amount to be refunded is less than \$1.00 in which case the refund amount will be \$1.00.

Only one refund and refund level is available in any given month.

VIII. Server Software

Host 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, Host will choose the configuration it determines, in its sole discretion, to be the most appropriate.

Host will install security patches, updates, and service packs as soon as practical. Software updates may change system behavior and functionality and as such may negatively affect Owner's applications. Host cannot foresee nor can it be held responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If such disruption or changes occur, Host will provide its best efforts to remedy the situation as soon as possible after being notified of the problem by Owner.

Host 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 Owner. Software upgrades on Host's servers will occur at Host's discretion upon reasonable notice to Owner.

Host is not responsible for problems that may arise from incompatibilities between new versions of the software and Owner's content, regardless of whether it was a requested, required or a discretionary upgrade. Nevertheless, Host will provide its best efforts to help Owner to find a workaround solution.

IX. Storage Capacity; Data Transfer; Server Resources

Each account is allotted storage capacity and data transfer amounts on Host's servers according to the plan and options selected by Owner. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. Host shall not be held responsible for such unavailability or data losses.

Shared servers resources are shared among all accounts hosted on the same server. Host configures servers in such a way so the accounts are separated from each other to the maximum possible degree. However, due to its nature, shared resources accessibility level cannot be guaranteed.

X. Hosted Exchange Specific Limitations

Mailbox and Public Folder Storage Capacity

Each mailbox and public folder has its own storage limit. When the storage limit is reached on an individual mailbox or folder, the Exchange servers may stop sending or receiving messages leading to possible server unavailability or data loss. To prevent such occurrences, Owner should manage each mailbox and public folder storage limit. Host is not responsible for unavailability or data losses caused by any mailbox or folder exceeding its storage limit.

Top Level Folders and Sub-folders

The Exchange Server 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.

Only Top-Level public folders can be made visible in the Global Address List.

Only Top-Level public folders can be made mail-enabled.

There is a maximum limit of 5 Top-Level public folders.

Address Lists

Host creates one Global Address List and one Offline Address List for Owner's account. Global Address List and Offline Address List are available to all users within Owner's account. Global Address List lists all mailboxes, contacts and distribution lists on Owner's account, unless Owner explicitly choose to hide any of these objects from a Global Address List. Offline Address List is a replica of Global Address List and is available in MS Outlook when Owner is working offline. Global Address List is replicated to Offline Address List on a daily basis.

Limits

Exchange Hosting package limits are defined for each Exchange Hosting plan. These limits are listed on the Host's web site.

Anti-virus Checking

Host installs third-party anti-virus software on its Exchange servers. This software is configured to check all messages coming to or leaving the Exchange server according to the virus-detecting heuristics provided with the software. As a part of the Anti-virus software service, these heuristics 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 are permanently deleted. Neither the intended recipient(s) nor the message sender receives any notification of the message deletion. Messages with attachments larger than 5MB are not scanned.

Host advises Owner to use up-to-date, local anti-virus software. Host is not responsible for infection of end-user devices or lost or corrupted messages.

Anti-SPAM Message Filtering

Host installs third-party provided, anti-SPAM software on its Exchange 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.

Host is not responsible for lost or corrupted messages due to Anti-SPAM filtering.

Wireless Exchange Server Access

As an add-on service, Host provides wireless access to the Exchange server through the use of third-party provided software.

Success in configuration and set up of wireless Exchange Server Access is highly dependent upon the device and the wireless access provider chosen by Owner. Therefore Host can only assure that it will

make commercially reasonable efforts to assist Owner in configuring and supporting Owner's wireless Exchange server access for the portions of the access not under Host's control.

XI. Customer Data Privacy Protection; Confidentiality

All data created by Owner and/or stored by Owner within Host's applications and servers are considered by Host to be Owner's property. Host is committed to protect Owner's privacy and confidentiality of Owner's data to the maximum extent permitted by law and/or accepted by industry standards.

Host will not access, view or review any of Owner's private data (including but not limited to that contained in Owner's web server files, e-mail messages, calendars, notes, contacts, memos or public folders) unless (i) either Owner or a competent government agency specifically requests us to; (ii) when performing routine backup and restore operations, virus scan and virus removal, spam and

content filtering; (iii) 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 crash or other damage.

Under no other circumstances will Host access Owner's private data without Owner's prior permission. We will not share Owner's confidential data with any third parties without Owner's prior permission, except to the extent required by law or governmental agencies or necessary to render our services to Owner. Our employees and agents who have access to Owner's confidential data are restricted from disclosing or using such information for any purpose other than in connection with their services to Host.

XII. Data Integrity

Host employs RAID techniques to ensure the integrity of the data on its servers and to prevent data loss in the event of hardware failure. Host performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at Host's sole discretion. **HOST SHALL NOT PERFORM BACKUP OR RESTORE THE DATA UPON OWNER'S REQUEST UNLESS SUCH BACKUP IS PROVIDED AS A SERVICE UNDER OWNER'S PURCHASED PLAN.**

Host will take commercially reasonable steps to prevent unauthorized access to content stored on Host's servers.

Exchange Servers Backup and Restore

Standard Exchange Backup Services include full Exchange server backup on a predefined schedule several times per week to a shared backup device over the network. Backup copy retention time is one week;

Standard Exchange Backup Services do not include the process of restoration of files, mailboxes, folders or parts thereof. To request restoration of mailbox or public folder from Exchange server, please request from Support an Exchange Restoration Request form; complete and return the form to Host.

Host will first attempt to locate and restore the content from the Exchange server before restoration from backup media is attempted. Restored mailbox/public folder content will be provided in Microsoft® Outlook® Personal Folder (.pst) file format.

XIII. Data Retention

WHILE OWNER'S ACCOUNT IS ACTIVE, HOST SHALL BE RESPONSIBLE FOR RETAINING ANY OF OWNER'S DATA INCLUDING BUT NOT LIMITED TO THE CONTENT OF PRIVATE AND PUBLIC INFORMATION STORE, ACTIVE DIRECTORY, LOG FILES, AND BACKUP COPIES.

The foregoing notwithstanding, Host may not have a current back up of Owner's files. Due to power interruptions, "down time" or other factors beyond Host's control or due to any computer or software malfunction, Owner's data may be lost by Host. Accordingly, Owner understands and agrees that Owner is responsible and liable for any lost data.

HOST SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF OWNER'S DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AFTER THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. HOST SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO TERMINATED ACCOUNTS.

XIV. Customer Responsibilities

To access Host services Owner must provide at the very minimum, an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading and that does not constrain Microsoft® Exchange functionality; a fully functional Internet browser; a fully functional POP/IMAP/SMTP e-mail program (client) such as Microsoft® Outlook Express or Microsoft® Outlook for MAPI connections to Exchange server; tools to develop and publish content as Owner find suitable and necessary; tools to access database servers if such services are purchased by Owner.