

# Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) applies to and governs such ExoNetworkx services as SharePoint, Web Hosting, Virtual Private Server, Exchange Hosting, CRM and other remotely provided services as ExoNetworkx may offer from time to time and further defined below (collectively, “Services” and each a “Service”). Except as noted below, this SLA applies to each of the SharePoint, Web Hosting, Virtual Private Server, Exchange Hosting and CRM Services.

## Definition & Limits of Service

### 1. Services Definitions

- SharePoint Service: ExoNetworkx’s application service for browser-based collaboration and document management, created using Windows® SharePoint® services.
- Web Hosting Service: ExoNetworkx’s application service making available shared resources on a server to make a site viewable on the Internet for other users.
- Virtual Private Server Service: ExoNetworkx’s application service making available a virtual server environment that runs its own operating system and sets of dedicated resources.
- Exchange Hosting Service: ExoNetworkx’s application service for email, calendaring, task management, and file sharing, created using Microsoft® Exchange server software.
- CRM Service: ExoNetworkx’s application service for managing relationships with customers, including the capture, storage, and analysis of information, created using Microsoft Dynamics® CRM.

Such Services are provided as network-based Services and each charged for on a monthly subscription basis. ExoNetworkx provides all server and software maintenance, including 24/7 monitoring, testing and deployment of software patches, bug fixes, service packs, and same-version upgrades, and monitors and manages user accounts according to the provisions set forth in this SLA. Each Service also includes the provision of ExoNetworkx’s proprietary account provisioning and management interface for use by Your corporate administrator and users in managing Your organization’s accounts.

### 2. Disaster Recovery

ExoNetworkx schedules daily network backups to the shared backup devices. Backups are monitored and checked for errors, and regularly scheduled tests of the restoration procedures are performed. Backup copy retention time is five (5) (SharePoint and CRM Services) or seven (7) (Exchange Hosting Service) days, as applicable. ExoNetworkx does not guarantee, however, that a valid backup is available for every day of this 3/5/7 day period, as applicable. If a disruption of the Service occurs, ExoNetworkx will assign its highest priority and will make its best commercial efforts to ensure the timely restoration of the Service. Depending on the type of disruption that has occurred, ExoNetworkx may elect to first restore the Service without the data. Any data not immediately accessible after a



disruption in the Service will be restored from the most recent backup and made accessible with ExoNetworkx's highest priority. In order to ensure the readiness of ExoNetworkx's operators to complete the offline restoration process, ExoNetworkx runs frequent drills to test restoration performance. Please note, however, that ExoNetworkx is not responsible for data loss resulting from the failure or loss of backup media.

### **3. Restoration**

ExoNetworkx recognizes that from time to time, Your users or administrators may mistakenly delete, in whole or in part, items in Your database, mailbox or public folders, as applicable. As this is not a system fault and restoration may require partial implementation of ExoNetworkx's disaster recovery procedures, ExoNetworkx reserves the right to charge You, per hour (with a minimum fee of 75\$ USD), plus taxes. Please note, however, that ExoNetworkx does not guarantee the integrity of the Web content or mailbox content, as applicable, of each individual backup.

(Only applicable to Exchange Hosting Service) Note that items within a mailbox that have been accidentally deleted can usually be restored directly from the Deleted Item Folder by the end user, even after the Deleted Item folder has been emptied. (Instructions for this procedure are contained within the Outlook® Help system.) Note, however, that ExoNetworkx retains these deleted items online for no more than seven (7) days. If a public folder or mailbox cannot be recovered from the online Deleted Items storage, ExoNetworkx must restore the items from the backup tapes employed in its disaster recovery systems. ExoNetworkx will restore these items within 96 hours of an approved request from Your designated administrator acknowledging the fees.

### **4. Maintenance**

#### **Scheduled Maintenances**

Planned maintenances are typically scheduled between 11:00 PM and 3:00 AM EST. Two-day prior notice is given by ExoNetworkx.

#### **Hot Fixes**

Installation of urgent "hot fixes" is scheduled as quickly as possible after testing, and a notification is sent to You. The two-day notification mentioned above is waived for urgent hotfixes. ExoNetworkx also reserves additional two (2) two-hour maintenance windows on Wednesdays and Saturdays from 11:00 PM to 1:00 AM (EST), during which the servers may be offline for urgent fixes.

#### **Mailboxes Movement**

ExoNetworkx may move mailboxes within the Exchange Hosting Service, among the different ExoNetworkx servers, at its discretion. ExoNetworkx does not guarantee that it will send a notification prior to these moves, and they should not affect users whose software is installed and configured correctly. Incorrect configuration of the user's software, which may result in the inability to connect to the Service, is not considered downtime and is excluded from the calculation of system availability.

## 5. Public Folder/Personal Mailbox Size Limits

(Only applicable to Exchange Hosting Service) You will receive a specified amount of storage assigned to each mailbox. Warnings are automatically sent via email when a user reaches 90% - 95% of the limit granted by the system administrator for such user's personal mailbox. Another warning is sent via email when a user reaches the granted limit. Should a user exceed this limit, the user will be unable to send or receive email until the user either reduces the mailbox size below the imposed limit, or is granted an increase in personal mailbox capacity by the system administrator. ExoNetworkx is not responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. You should not exceed the creation of more than 250 subfolders and/or 2 Gb total inside its public folder. Should You exceed the amount of 250 subfolders and/or 2 Gb total, ExoNetworkx is not responsible for service unavailability and may require You to reduce the number of created subfolders. Furthermore, the number of items per public folder should not exceed 5,000 items. To manage the number of items per folder, You should configure expiration accordingly. If the 5,000 items per folder limit is reached regularly, even with an aggressive expiration schedule, consider segmenting the public folder into sub- topics and creating multiple public folders for each sub-topic.

## 6. Email Volume Limits

(Not applicable to SharePoint Service) Inbound and outbound Internet emails may contain a maximum of 1,000 (Web Hosting and Virtual Private Server Services), 500 (Exchange Hosting and CRM Services – advanced plan) or 1,000 (CRM Services – enterprise plan) recipients, as applicable, including all addresses in the To, CC, and BCC fields. Additionally, ExoNetworkx policy limits users to sending and receiving Internet emails to a maximum of 1,000 recipients per 24 hours. If a user regularly sends and/or receives more than this number of emails per 24 hours, ExoNetworkx reserves the right to increase the monthly subscription rate as it applies to that user. These limitations apply only to Internet messages; internal messages are not limited.

Sending bulk emails, including newsletters, opt-in email services, etc. through ExoNetworkx's Internet gateway network ("Network") is prohibited. Attempting to send these types of mailings through the Network violates the terms of this SLA and, without limitation, voids the performance commitments provided for herein.

## 7. Inactive/Disabled Account Policy

Accounts that have been inactive or disabled either by You contacting ExoNetworkx and requesting the account be terminated, by You using ExoNetworkx's administration tools to terminate the account, or by ExoNetworkx's account service team due to delinquent payment or otherwise, may be permanently deleted three (3) (Web Hosting Services) or seven (7) (SharePoint, Virtual Private Server, Exchange Hosting, and CRM Services) days, as applicable, after the date of account termination unless You agree to pay a ExoNetworkx's applicable maintenance fee for the inactive accounts.

## ExoNetworkx Support & Other Services

### 8. Systems Support

ExoNetworkx provides systems support to Your designated administrators. Systems support is defined as support associated with issues/faults with ExoNetworkx's servers. There are no additional charges for this support. (Note: please check the Server Status Page on our website before calling ExoNetworkx's Client Support Services.) You may designate up to four (4), but no more than four (4), administrators who are authorized to call ExoNetworkx's client support services.

### 9. End-user Support

ExoNetworkx also provides, at no additional charges, limited end-user support for each of the Web Hosting, SharePoint, Exchange Hosting and CRM Services.

### 10. Account Administration

ExoNetworkx provides Your designated administrators with access to an account management and administration tool. The Control Panel enables Your designated administrators to change passwords, enable new accounts and disable old accounts, etc. You are entirely responsible for maintaining the confidentiality of your passwords and account. Furthermore, You are entirely responsible for any and all activities that occur under your account. You agree to notify ExoNetworkx immediately of any unauthorized use of your account or any other breach of security. ExoNetworkx will not be liable for any loss that you may incur as a result of someone else using Your password or account, either with or without your knowledge. However, You could be held liable for losses incurred by ExoNetworkx or another party due to someone else using Your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

### 11. Wireless Service Support

(Applicable to the SharePoint, Exchange Hosting and CRM Services) For users who subscribe to ExoNetworkx's BlackBerry-Exchange Service or other wireless services, ExoNetworkx follows the same policies as above. ExoNetworkx provides wireless access to the Exchange/SharePoint (as applicable) server through the use of third-party provided software. Success in configuration and set up of wireless server access is highly dependent upon device and wireless access provider chosen by You; therefore, ExoNetworkx can only covenant that it shall use commercially reasonable efforts to assist You in configuring and supporting your wireless server access for the areas of the access not under ExoNetworkx's direct control.

### 12. Customer Service, Billing and Sales Enquiries

Non-technical and billing enquiries regarding Your account should be sent to [billing@ExoNetworkx.com](mailto:billing@ExoNetworkx.com). All enquiries regarding the purchase of new accounts or additional services should be addressed to [sales@ExoNetworkx.com](mailto:sales@ExoNetworkx.com).

### 13. Optional Support Services

In addition to the support described above, ExoNetwork also offers custom contracts for different types of support programs; please contact Your ExoNetwork sales representative for details. Additionally, several support offerings are available on an as-needed basis, with discrete pricing for each service. For advanced customization features (such as application development, design, etc.) or for data migration services from existing in-house applications running at Your site, ExoNetwork will work on a project basis. ExoNetwork will provide a statement of work, including a price quotation, prior to undertaking such a project.

### Service Levels/Penalties

ExoNetwork is committed to providing You with quality Services. To support this commitment, ExoNetwork observes the following schedule of penalties for certain failures to comply with this SLA.

### 14. Application Service Availability

ExoNetwork covenants to a 99.999% average scheduled availability of a Service. This guarantee is calculated on a monthly basis. Availability is defined as the ability for a user, within an organization, to connect to a Service and access the CRM, SharePoint or any other sites, mailboxes, public folders or the Virtual Private Server connector, in each case as applicable. Any circumstance beyond ExoNetwork's reasonable control, including but not limited to the following conditions, are excluded from the calculation of availability: problem located on the client's side, including network/Internet issue, problem with 3rd party application; loss of service availability due to Network

Attack such as DDoS, SYN or similar attacks, issue caused by DNS resolution and/or domain name or certificate expiration; software "bugs" or problems within used products creating service interruptions, hardware bug or failure beyond high-availability system; problem located outside our control within the Datacenter exploited by ExoNetwork, such as Internet and power availability or any other situation mentioned within this SLA.

ExoNetwork calculates uptime as a percentage of the time in a month (30 days X 24 hours X 60 minutes) during which the system is available, excluding, but not limited to, the conditions above. Any loss of Service Availability lasting less than five minutes will not be included in the calculation of Service Availability. ExoNetwork calculates service availability based on both monitoring system and incident report from engineering team.

### 15. Penalty for Non-compliance/Application Service Availability

On a per-Service basis, for each month in which the availability is below an average of 99.999% as calculated above, ExoNetwork will reduce the amounts due and payable to it relating to such Service for such month by 5%. In addition, for every 1% loss of availability below the 99.999% targeted average availability during the same calendar month, ExoNetwork will further reduce the amounts due and payable to it relating to such Service for such month by another 2.5%; provided that the maximum credit for non-compliance is 25% per month.

Before processing any credit request, ExoNetwork's accounting team will validate the information provided by the customer with the Incident report to confirm the loss of service availability, its timeframe and corresponding credit.

Note: Because of the architecture that ExoNetwork has created to provide the Service, users within an organization may be spread across separate and distinct servers. In the case where one server suffers downtime exceeding the service level guarantees, Your organization will be compensated only for the users with accounts on the non-complying server, on a pro-rated basis. Rarely, a Service may be functioning in some areas and not functioning in

others; e.g., the documents may be available but the search engine may not be (SharePoint Service), or the email function (receiving/sending emails) may be available while data in Public Folders and calendar may be unavailable (Exchange Hosting Service). Any of these diminished functioning are not considered downtime and are excluded from availability calculations.

## 16. Network Availability

ExoNetworkx covenants to 99.9% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through ExoNetworkx's network from/to Your 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 circumstance beyond ExoNetworkx's reasonable control, including such factors as IP transit provider (backbone) or end users' portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at the ExoNetworkx's servers or the ExoNetworkx's network.

## 17. Network Availability Monitoring

To verify the Network server availability, ExoNetworkx 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. ExoNetworkx will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

## 18. Web Hosting Servers Availability

(Only applicable to Web Hosting Service) ExoNetworkx's primary commitment is to provide outstanding Web Hosting service to all customers. To support this commitment, ExoNetworkx observes the following:

### Web Server Availability

ExoNetworkx covenants to 99.9% Web server availability, defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. ExoNetworkx will not monitor availability of individual web sites but only monitors the server availability as a whole for the Web Hosting Service.

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

Web Applications Availability Note. Server Availability guarantee does not cover availability of specific applications or servers products (such as ColdFusion or ASP.NET applications) deployed on Web Server. Performance of such applications largely depends on the quality of code comprising such application, which is beyond of ExoNetworkx's control.

## SQL (Database) Server Availability

ExoNetworkx covenants to 99.9% SQL (database) server availability. SQL server availability is defined as the ability to receive a response from SQL server on port 1433, calculated on a monthly basis. ExoNetworkx will not monitor availability of individual SQL databases but only monitors the server availability as a whole.

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

## Mail Server Availability

ExoNetworkx covenants to 99.5% Mail server availability. Mail server availability is defined as the ability to retrieve the SMTP and POP headers from the mail server, calculated on a monthly basis. ExoNetworkx will not monitor availability of individual mail accounts or mailboxes but only monitors the server availability as a whole.

Denial of service attacks, mail bombing, and other flooding techniques directed toward ExoNetworkx's mail servers resulting in or contributing to downtime will not be included in Mail Server Availability calculations. The outgoing email protocol used on the mail 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.

## 19. Exchange Hosting Specific Terms (Only applicable to Exchange Hosting Service)

### Email Delivery Restrictions

Individual email messages (including attachments) inbound from the Internet or outbound to the Internet are limited to 50 Mb. Internet email messages, including attachments greater than 50 Mb, will not be moved through ExoNetworkx gateways and, instead, will generate an error message to the sender. If users require the ability to send Internet email messages over 50 Mb, ExoNetworkx can, upon request, make special arrangements for such users. Additionally, ExoNetworkx will assist clients in understanding how to reduce the size of, or separate, large documents so that they can be transmitted via the Exchange Hosting Service.

### Mail Delivery Times

Email messages including attachments of less than 20 Mb that are received inbound from the Internet gateways, or those sent from one mailbox on the Exchange Hosting Service to a second mailbox on the Service, generally will be delivered in 60 seconds or less. Email messages including attachments of less than 20 Mb outbound to Internet gateways generally will be sent from the Exchange Hosting Service within 60 seconds; delays at the gateways due to Internet issues are not covered by this SLA.

### Exceptions

ExoNetworkx makes no covenant regarding the timing of delivery or receipt of mail being processed on the Internet. Delivery times covered by this SLA are only for mail sent between servers, mailboxes, and/or gateways on the

Exchange Hosting Service. Additionally, ExoNetworkx's spam control functionality performs additional analysis and processing of inbound emails, so the delivery times specified above do not apply for delays due to same.

## Penalties for Non-Compliance

If ExoNetworkx causes mail delivery delays in excess of the parameters defined above for 2 hours or more in any given month, ExoNetworkx will reduce the amounts due and payable to it relating to the Exchange Hosting Service for such month by 5% for each mailbox affected. For every additional 2 hours of delay of email service during the same calendar month, ExoNetworkx will further reduce the amounts due and payable to it relating to the Exchange Hosting Service by another 5% of the original price charged for such month. The maximum credit per month for message delays will be 15%.

## Protection Against Viruses

ExoNetworkx provides inbound anti-virus scanning as part of the Exchange Hosting Service, and will make its best commercial efforts to protect against SMTP borne viruses and other computer software threats. ExoNetworkx's anti-virus protection has proven highly effective since its deployment; however, due to the rapidly evolving nature of viruses, Trojan Horses, and other email-borne security issues, ExoNetworkx can make no guarantees against these types of threats.

Protection Against Spam ExoNetworkx provides anti-spam filtering as part of the Exchange Hosting Service, and will make its best commercial efforts to protect against unwanted emails. The Advanced Spam Firewall is an integrated hardware and software solution for complete protection of your mailbox. Although this system has proven highly effective, ExoNetworkx cannot make any guarantees in the system's filtering efficiency.

## 20. Web Hosting Specific Terms

### Web Space Usage

Included disk space may only be used for content linked or directly related to the hosted web site. Disk space may not be used at any time as a location to archive and/or backup files not directly related to the hosted web site.

Included disk space may not be used to host unusual amount of multimedia files. Multimedia files are defined as any graphics, audio, or video files. Any web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files.

## 21. Server Software (Not applicable to Exchange Hosting Service)

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

ExoNetworkx will install security patches, updates, and service packs as soon as practical. Software updates may change system behaviour and functionality and as such may negatively affect your applications. ExoNetworkx 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, ExoNetworkx will provide its best efforts to remedy the situation as soon as possible after being notified of the problem by you.

ExoNetworkx 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 discretionary upgrade. Nevertheless, ExoNetworkx will provide its reasonable efforts to help You to find a workaround.

Any log processing (web reporting) software made available is provided on an “as is” basis. ExoNetworkx is not responsible for bugs in the software or for interpreting the reports generated by the software. ExoNetworkx, in its sole discretion, can upgrade the software to newer versions or replace it with different software upon providing a reasonable notice to you. ExoNetworkx cannot foresee nor will it be responsible for any incompatibility of newer versions and other software you may choose in conjunction with the log processing software. 16. Storage Capacity; Data Transfer; Server Resources

(Not applicable to Exchange Hosting Service) Each account is allocated storage capacity and data transfer amounts on ExoNetworkx’s servers according to the plan and options selected by You. This allocated storage size and data transfer can be increased through the Account Manager 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 server unavailability or data loss. ExoNetworkx shall not be held responsible for such unavailability or data losses.

Your Web and FTP servers are configured to log all requests to the log files. The average retention period is one month. The log files are stored in shared server space and not counted towards account’s allocated storage capacity. The maximum size of stored log files is limited to 1 Gb. When this limit is exceeded, the oldest log files are deleted to bring the usage within allowed limit.

Shared servers resources are shared among all accounts hosted on the same server. ExoNetworkx 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.

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## 23. Security

Access to ExoNetworkx operations center and systems is restricted to authorized personnel. ExoNetworkx ensures that its employees and contractors are familiar with and understand its policies; ExoNetworkx takes all possible security measures to protect the security of Your data. ExoNetworkx will make its best commercial efforts to protect the security of its systems and services, and the data that resides therein.

## 24. Data Retention

ExoNetworkx shall not be responsible for retaining any of your 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. ExoNetworkx shall not restore, provide on any storage media or send out any data pertaining to existing or terminated accounts.

## 25. Maximum Aggregate Credits/Penalties

In all cases, the maximum, aggregate cumulative SLA credit/penalty in any given month for any given Service and for all service levels combined (including application service availability, network availability, etc.), is 25% of the underlying fees for such Service for such month.

# General Provisions

## 26. Certain Operational Customer Responsibilities

To access and use the Services, You must provide at the very minimum and without limitation:

- an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- a fully functional Internet browser;
- a fully functional POP/SMTP email program (Client) or Microsoft Outlook for MAPI connections to Exchange server;
- tools to develop and publish content as you find suitable and necessary;
- tools to access database servers if such services are purchased by you.

This SLA supersedes all previous versions of the applicable SLA distributed or made available by ExoNetworkx or its agents. This SLA, including all attachments, referenced documents and all other policies posted on the website, which are fully incorporated into this agreement either by attachment or by reference, constitutes the entire service level agreement between ExoNetworkx's Client and ExoNetworkx, with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes to this agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic.