



## EMAIL HOSTING SERVICE LEVEL AGREEMENT

**1. Uptime Commitment.** Email Hosting Email Hosting Services will be Available 99.9% during any calendar month basis (the “**Uptime Commitment**”). “Available” is defined as is defined as the ability to (a) access and retrieve information from an email mailbox using the Email Hosting Services, and (b) send and receive messages via the Email Hosting Services, each on a per Exchange mailbox basis, provided that the applicable account is active and enabled. Smarsh shall not be responsible for interruption in Client’s access to the Email Hosting Services, and the Email Hosting Services will not be considered unavailable, where the downtime or interruption of the Email Hosting Services result from: (a) routine maintenance, repair and upgrade; (b) issues or failures with Client’s environment, hardware, software, communications and internet providers, security settings; (c) issues or failures of third-party sites, applications, software, hardware or other components not supplied by Smarsh; (d) third party attacks, intrusions, distributed denial of service attacks or other third party actions; (e) issues related to third party domain name systems (DNS) errors or failures; (f) Client’s acts or omissions; or (g) force majeure events. If the Uptime Commitment is not met, Smarsh will issue Client a credit equal to 1/30<sup>th</sup> of the monthly fee for the month in which the Email Hosting Services which did not meet the Uptime Commitment. Credits must be requested by Client in writing, within thirty (30) days of the end of the month in which the Uptime Commitment was not met and the failure to meet the Uptime Commitment must be verified by applicable diagnostic monitoring tools. Credits will be credited against Client’s next invoice.

**2. Support and Maintenance Email Hosting Services.** Client must report issues experienced with the availability or performance of the Email Hosting Services by submitting a support request to [support@smarsh.com](mailto:support@smarsh.com). Support requests must include a detailed description of the error including the operating conditions which gave rise to the error. Client must report issues experienced with the availability or performance of the Email Hosting Services by submitting a support case via the Web at <http://www.smarsh.com/support> or by sending an email to [support@smarsh.com](mailto:support@smarsh.com). Support requests must include a detailed description of the error or request, including the operating conditions which gave rise to the error. You will receive an auto-email notification to confirm receipt of your Support request, along with a Case Number to use for future reference. Customers may also submit a support request by contacting Smarsh support by phone. Standard phone support is available Monday through Friday between the hours of 7 am and 12 am EST (excluding United States Federal Holidays) at 866-SMARSH-1. Off- hour phone support is available 24 hours per day, 365 days per year for a Severity Level 1 or 2 level issues. All Severity Level 1 issues must be reported by phone. Upon receiving a support request, Smarsh will use all commercially reasonable efforts to address and/or fix errors to the Email Hosting Services reported by Client which are within the control of Smarsh based on the following resolution process:

Severity Level	Description	Mean Response Time	Resolution Process
1	A critical production system breaks down or malfunctions and the Client business system is inoperable. No clear work around exists for the problem.	15 minutes	Smarsh will work continuously until error is fixed or temporary workaround is implemented
2	A component of a production system malfunctions and threatens to have significant impact, which may affect future productivity or lead to a serious loss of service, and a work around exists for the problem.	1 hour	Smarsh will work continuously until error is fixed or temporary workaround is implemented
3	A component of the production system solution is not performing as documented, leading to unexpected results with moderate or minor operational impact.	4 hours (during business hours)	Smarsh will work during normal business hours to implement a fix or workaround

**4. Maintenance Windows.** Support and maintenance shall be done, to the extent reasonably possible, during times other than Smarsh’s normal business hours so as to minimize any interference with or disruption. Smarsh’s normal maintenance windows are: Tues/Thurs between 9PM-5AM EST, Friday after 6PM EST, and Weekends anytime. Smarsh will use commercially reasonable efforts to provide Client with prior notice in the event that maintenance needs to be performed outside the maintenance windows or if Smarsh needs to suspend the Email Hosting Services in order to perform maintenance outside of the maintenance windows.

**3. Storage Capacity.** Each email service account is allotted storage capacity and data transfer amounts according to the Email Hosting Service selected by Client. Additional capacity may be purchased by Client. The servers may stop accepting, processing, or delivering Client Data, including e-mail messages, when such set allotment or the purchased limit is reached thus causing the Email Hosting Services to be unavailable. Large mailboxes or data storage may respond slower to user requests or cause client non-responsiveness while the data is processed. Unlimited capacity allocation per plan is subject to technical limitations of the software used to access such capacity. Smarsh has no control over software limitations imposed by a software manufacturer. Unlimited mailboxes or data storage capacity may not be used for archiving services; specific archiving products and services need to be purchased for archiving. Smarsh will not be responsible for failure to meet the Uptime Commitment or any data loss resulting from an email service account reaching its allotted capacity.

**5. Backups.** Smarsh conducts regularly scheduled backups related to the Email Hosting Services. Multiple copies of Client Data are retained within the same datacenter. Smarsh does not create backup tapes. If Client desires to have geographic redundancy of backups across multiple datacenters, Client must purchase archiving services.