Smarsh Email Hosting Powered by Intermedia
Service Level Agreement

Support for Smarsh Email Hosting Services powered by Intermedia will be provided according to the terms of this Service Level Agreement.

1. Service Availability.

Intermedia will provide at least 99.999% Service Availability per calendar month. "**Service Availability**" is defined as the ability of Client to (a) access and retrieve information from an Exchange 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 Client's account is active and enabled. Intermedia shall not be responsible for interruption in Client's access to the Email Hosting Services for any of the following, which are excluded from Service Availability calculations: (i) routine maintenance, repair and upgrade; (ii) issues or failures with Client's environment, hardware, software, communications and internet providers, security settings; (iii) issues or failures of third-party sites, applications, software, hardware or other components not supplied by Intermedia; (iv) third party attacks, intrusions, distributed denial of service attacks or other third party actions; (v) issues related to third party domain name systems (DNS) errors or failures; (vi) Client's acts or omissions; or (vii) lack of (or insufficient) wireless access.

To calculate Service Availability, Intermedia uses a combination of methods, including analyzing logs from event monitoring systems and the actual affected infrastructure components. Intermedia will match these findings with email client reports to determine the actual timeframe. Any loss of Service Availability less than one (1) minute in duration will not be included in the calculation of Service Availability, except to the extent that such loss occurs more than five (5) minutes per day in the aggregate. Any delay in incoming and outgoing mail delivery time, regardless of the cause, is not included in any calculation of Service Availability, unless all of the following are true: (i) the delay affects thirty percent (30%) or more of the mailboxes in the applicable account; (ii) the delay exceeds thirty (30) minutes in duration; and (iii) the delay is not caused by any of the issues described in clauses (i) - (vii) of Section 1 above (including without limitation a blacklisting, block or filter placed by a particular receiving party on all mail sent from the applicable account's IP address based on the type or content of mail that the user is sending).

2. Service Availability Credit.

Subject to a valid submission of a Service Availability Credit request and all the other conditions herein, if the Service Availability for any calendar month is below 99.999%, Smarsh will issue Client a credit ("Service Availability Credit") in accordance with the following schedule:

Service Availability	Amount of the refund as a percentage of monthly fee for affected Service
99.99% to 99.999%	3% of monthly fee credited
99.9% to 99.989%	5% of monthly fee credited
99.0% to 99.89%	10% of monthly fee credited
98.0% to 98.99%	20% of monthly fee credited
95.0% to 97.99%	30% of monthly fee credited
90.0% to 94.9%	50% 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 request a Service Availability Credit, Client must submit a support case to Smarsh at https://central.smarsh.com within thirty (30) days of the end of the month in which the Service Availability was not met. Service Availability Credits will be issued only once Intermedia confirms that Client reported the service interruption (in accordance with Section 3 below) within ten (10) days of such service interruption and the failure to meet the Service Availability commitment is verified by applicable diagnostic monitoring tools and the calculation in Section 1 above. Credits will be applied against Client's next Smarsh invoice.

Credit Limits.
The total Service Availability Credit due to Client for any month may not exceed one hundred percent (100%) of the monthly fees charged to Client with respect to that account during the month for which the Service Availability Credit is to be issued.

3. Support and Maintenance Email Hosting Services.

Intermedia support coverage is available 24/7/365 to assist Client with issues related to the Email Hosting Services. Only Client's authorized account contact may initiate requests for information, changes, or technical support. Client must report issues experienced with the availability or performance of the Email Hosting Services to Intermedia by phone, chat, or the Intermedia support portal. For more information, visit the technical support page of Intermedia's administrative control panel. Support is available 24 hours per day, 365 days per year. Upon receiving a support request, Intermedia will respond based on the severity level assigned to such issue and will use all commercially reasonable efforts to resolve the issue as promptly as practicable, in light of its severity:

Severity Level	Description	Mean Response Time
1	**Critical** Renders the Email Hosting Services substantially unusable.	15 minutes
2	**High** Limits use of the Email Hosting Services.	1 hour
3	**Medium** Impacts nonessential functions of the services.	4 hours (during business hours)
4	**Low** A question or other issue that does not meet the requirements of a Severity 1-3 issue.	1 Business

4. Maintenance Windows.

(a) <u>Scheduled Maintenance</u>. In order to maintain performance and security of the Email Hosting Services, scheduled maintenance will be performed within its published maintenance windows and which will occur during published maintenance windows (which, as of the date of this Agreement, are weekdays between 2:00 am and 5:00 am Eastern time and weekends between 11:00 pm and 6:00 am Eastern time). The Email Hosting Services may be suspended during the maintenance period. Loss of Service Availability due to scheduled maintenance will not be included in the calculation of Service Availability. Intermedia will use commercially reasonable efforts to notify Client at least 48 hours in advance of any scheduled maintenance.

(b) <u>Emergency Maintenance</u>. There may be a need to perform emergency maintenance, including security patch installation or hardware replacement. In most cases, due to the nature of emergency maintenance, Intermedia will generally not be able to provide Client with advanced notice in case of emergency maintenance. Loss of Availability due to emergency maintenance, if such emergency maintenance is performed during the scheduled maintenance windows set forth in Section 4(a) above, will be excluded from calculations for Service Availability.

5. 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 mailbox data, including e-mail messages, when such set allotment or the purchased limit is reached thus causing the Email Hosting Services to be unavailable. The amount of data stored in a mailbox or a folder affects email client and server performance. Large mailboxes or data storage may respond slower to user requests or cause email 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. Intermedia 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. Intermedia will not be responsible for failure to meet the Service Availability commitment or any data loss resulting from an email service account reaching its allotted capacity.

6. Backups.

Intermedia conducts regularly scheduled backups related to the Email Hosting Services. As standard practice, Intermedia maintains multiple copies of mailbox data within the same datacenter, primarily for disaster recovery purposes and to help ensure high availability of the Email Hosting Services. Intermedia does not create backup tapes. If Client desires to have geographic redundancy of backups across multiple datacenters, Client must purchase additional Intermedia services or archiving services from Smarsh.

7. Certain Limitations.

(a) <u>Anti-Virus Checking</u>. Intermedia maintains and will continue to maintain third-party, anti-virus software. This software is configured to scan all inbound messages sent between Exchange mailboxes on the server. 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 quarantined and/or permanently deleted. For "Secure Mail" product Clients, encrypted messages will not be deleted except upon the applicable Client's action to do so.

(b) <u>Anti-Spam Message Filter</u>. Intermedia maintains and will continue to maintain 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.

(c) <u>Wireless Exchange Server Access</u>. As an add-on service, Intermedia may provide wireless access to the Exchange server through use of third-party software. Limited Client control of wireless Exchange server access and configuration may be available through the administrative 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.

(d) <u>Compatibility</u>. Intermedia does not guaranty compatibility of the Email Hosting Services with any specific configuration of hardware or software.