

SoftCom Hosted Email and Collaboration Service Level Agreement (“SLA”)

Version 2.2 - Effective Date: April 1, 2010

The following terms and conditions of this Service Level Agreement (“SLA”), as amended from time-to-time, apply only to the Hosting Services purchased by a Customer (the “Customer”) and provides under certain circumstances as specified hereunder, that Customer will be entitled to receive a service credit (the “Hosting Services Credit”) with respect to the availability of the services (“Service Availability”) purchased by Customer. The Hosting Services covered by this SLA are: **Hosted Microsoft Exchange, Microsoft SharePoint, BlackBerry Enterprise Server, Archiving, Advanced Anti-Spam & Virus Protection, Web Conferencing, and Secure Instant Messaging.**

All Hosting Service credits are subject to the terms and conditions of: (i) the Master Service Contract, (ii) SoftCom’s Acceptable Use Policy, and (iii) this SLA.

Covered Services

SoftCom provides an Uptime Guarantee (the “Uptime Guarantee”) for these Hosting Services, calculated on a monthly basis, provided Customer (i) is in good financial standing with SoftCom (i.e., is not delinquent in payments, and has not otherwise breached any of its obligations to SoftCom), and (ii) requests the Hosting Service Credit (as defined below) from SoftCom for its noncompliance with the Uptime Guarantee in writing within ten (10) days of the suspected noncompliance event.

Service Availability Monitoring

SoftCom monitors its servers and the Hosting Services as a whole but does not monitor individual mailbox or mobile device availability. To verify Service Availability, SoftCom uses a combination of methods to validate availability, including but not limited to POP3, IMAP4, inbound and outbound SMTP, Exchange HTTP access availability and internal mail flow monitoring between anti-spam & anti-virus and Exchange 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.

Exclusions

Downtime caused by any of the events noted below will be excluded from the Hosting Service availability calculations (“Excused Outages”):

(i) Customer environment issues affecting connectivity or interfering with the Hosting Services, including without limitation, Customer’s connection to the Internet (i.e., problems with the Customer’s Internet Service Provider, modem, cable, DSL or dial-up connection or other Customer Internet connectivity issues) or any other Customer software or equipment, Customer’s firewall software, hardware or security settings, Customer’s configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;

(ii) third party attacks, including without limitation, hacks, intrusions, distributed denial-of-service attacks or any other third party actions intended to cause harm to or disrupt the Hosting Services, or SoftCom's or its partners' servers;

(iii) verified bugs of any third party software used in conjunction with the Hosting Services (including Microsoft and BlackBerry software);

(iv) force majeure events, including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other similar cause beyond the reasonable control of SoftCom;

(v) issues related to third party domain name system (DNS) or Domain Name registration errors or failures;

(vi) scheduled maintenance of the Hosting Services, conducted on a regular basis, of which SoftCom will give Customer a minimum of 48 hours advanced notice by email or notification posted to the SoftCom Control Panel; and

(vii) emergency maintenance of the Hosting Services, not to exceed 4 hours in any month, for which Customer may not receive advanced notice.

Non Compliance

In the event SoftCom fails to meet the Uptime Guarantee regarding one or more of its Hosting Services (the "Affected Service(s)"), as verified by SoftCom based on its monitoring logs (a "Service Outage"), Customer will be entitled to a credit for future Hosting Services of the same type as the Affected Services ("Hosting Service Credits").

Hosting Service Credit Calculation

For each full 0.1% of downtime, of verified Service Outage in any calendar month (based on a 30-day month calculation), excluding downtime caused by an Excused Outage (an "Outage Unit"), Customer will receive a Hosting Service Credit equal to 0.1% of the monthly subscription fees paid by the Customer for the users impacted by the Affected Service. Should a Service Outage span more than one month, the calculation of Hosting Service Credits starts over at the beginning of each month.

Hosting Service Credits Payment

Hosting Service Credits will be issued in the form of a credit towards Customer's next invoice, unless the affected month is Customer's last month of subscription to the Affected Services, in which case the dollar value of the Hosting Service Credits, as calculated herein, will be issued to Customer by SoftCom within 60 calendar days from the end of the Customer's last month of subscription to the Hosting Services.

Customer Service Response Times

SoftCom will provide Customer with live technical support twenty-four (24) hours per day every day of the year. All requests by Customer for technical support shall be submitted by Customer in writing via the SoftCom customer portal. SoftCom shall respond to all properly submitted requests within the response times provided below. In the event that SoftCom fails to respond to any properly submitted request within 2 hours, Customer shall be entitled to receive a Service Credit of the smaller amount of \$100 or 5% of monthly fees per event up to an aggregate maximum of one hundred percent (100%) of monthly fees payable by Customer in respect of such Hosting Services for the month in which such events first occurred.

Total Credit Limits

Hosting Service Credits will apply only to a Customer's users directly affected by a Service Outage, and Hosting Service Credits may not exceed 100% of the total subscription fees of the Affected Services, excluding applicable taxes. Hosting Service Credits will not be issued for any fraction of an Outage Unit and will not accrue or carry over from month to month. Notwithstanding anything set forth in this SLA, the Hosting Service Credit described herein shall be the sole and exclusive remedy of the Customer in connection with any outages, unavailability or breach by SoftCom of this SLA.

How to Contact Us

Customer is solely responsible for reporting problems they have with our Services. Customer Care can be reached 24 hours a day, 7 days a week at the following:

Control Panel (Customer Portal) - <https://sbs.softcom.com>

Email Support - support@myhosting.com

Phone: 1-866-289-5091