



SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) applies to and governs such SherWeb *SharePoint*, *Web Hosting*, *Virtual Private Server*, *Exchange Hosting*, *CRM* and other remotely provided services as SherWeb may offer from time to time and further defined below (collectively, “Services” and each a “Service”) and that You order and pay for in accordance with and subject to your compliance with SherWeb’s Master Service Agreement (“MSA”). Except as noted below, this SLA applies to each of the *SharePoint*, *Web Hosting*, *Virtual Private Server*, *Exchange Hosting* and *CRM* Services. Capitalized terms in this SLA have the meaning set forth in the MSA unless they are otherwise defined herein or the context requires otherwise.

DEFINITION & LIMITS OF SERVICE

1. Services Definitions

- **SharePoint Service:** SherWeb’s application service for browser-based collaboration and document management, created using Windows® SharePoint® services.
- **Web Hosting Service:** SherWeb’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:** SherWeb’s application service making available a virtual server environment that runs its own operating system and sets of dedicated resources.
- **Exchange Hosting Service:** SherWeb’s application service for email, calendaring, task management, and file sharing, created using Microsoft® Exchange server software.
- **CRM Service:** SherWeb’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. SherWeb 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 SherWeb’s proprietary account provisioning and management interface for use by Your corporate administrator and users in managing Your organization’s accounts.

2. Disaster Recovery

SherWeb 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 three (3) (*Web Hosting* and *Virtual Private Server* Services), five (5) (*SharePoint* and *CRM* Services) or

seven (7) (*Exchange Hosting Service*) days, as applicable. SherWeb 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, SherWeb 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, SherWeb 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 SherWeb's highest priority. In order to ensure the readiness of SherWeb's operators to complete the offline restoration process, SherWeb runs frequent drills to test restoration performance. Please note, however, that SherWeb is not responsible for data loss resulting from the failure or loss of backup media.

3. Restoration

SherWeb 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 SherWeb's disaster recovery procedures, SherWeb reserves the right to charge You, and You agree to pay for, these restorations for a fee of 150\$ USD per hour (with a minimum fee of 75\$ USD), plus taxes. Please note, however, that SherWeb 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 SherWeb 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, SherWeb must restore the items from the backup tapes employed in its disaster recovery systems. SherWeb will restore these items within 96 hours of an approved request from Your designated administrator acknowledging the fees.

4. Public Folder/Personal Mailbox Size Limits

(Only applicable to *Exchange Hosting Service*) You will receive a specified amount of storage assigned to each mailbox, as per the terms of the MSA. 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. SherWeb 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, SherWeb 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.

5. 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, SherWeb policy limits users to sending and receiving Internet emails to a maximum of 500 recipients per 24 hours. If a user regularly sends and/or receives more than this number of emails per 24 hours, SherWeb 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 SherWeb'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. Please see the MSA for further details. Please contact SherWeb to purchase additional services if You need to send these types of mailings.

6. Inactive/Disabled Account Policy

Accounts that have been inactive or disabled either by You contacting SherWeb and requesting the account be terminated, by You using SherWeb's administration tools to terminate the account, or by SherWeb'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 SherWeb's applicable maintenance fee for the inactive accounts.

SHERWEB SUPPORT & OTHER SERVICES

7. Systems Support

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

8. End-user Support

SherWeb also provides, at no additional charges, limited end-user support for each of the *Web Hosting*, *SharePoint*, *Exchange Hosting* and *CRM* Services. For the *Virtual Private Server* Service, end-user support may be purchased separately. Please contact SherWeb to purchase any such additional end-user support services.

9. Account Administration

SherWeb 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 SherWeb immediately of any unauthorized use of your account or any other breach of security. SherWeb 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 SherWeb 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.

10. Wireless Service Support

(Only applicable to the *SharePoint*, *Exchange Hosting* and *CRM Services*) For users who subscribe to SherWeb's BlackBerry-Exchange Service or other wireless services, SherWeb follows the same policies as above. SherWeb 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, SherWeb 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 SherWeb's direct control.

11. Customer Service, Billing and Sales Enquiries

Non-technical and billing enquiries regarding Your account should be sent to billing@sherweb.com. All enquiries regarding the purchase of new accounts or additional services should be addressed to sales@sherweb.com.

12. Optional Support Services

In addition to the support described above, SherWeb also offers custom contracts for different types of support programs; please contact Your SherWeb 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, form design, etc.) or for data migration services from existing in-house applications running at Your site, SherWeb will work on a project basis. SherWeb will provide a statement of work, including a price quotation, prior to undertaking such a project.

SERVICE LEVELS/PENALTIES

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

13. Application Service Availability

SherWeb covenants to a 99.9% average scheduled availability of a Service. This guarantee is calculated on a monthly basis and applies 24 hours per day, 365 days a year, except as noted below. Availability is defined as the ability of a user within an organization to connect to a Service and access the *CRM*, *SharePoint* or other site, mailboxes, public folders or the *Virtual Private Server* connector, in each case as applicable. 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 be unavailable (*SharePoint Service*), or the email function (receiving/sending emails) may be available but data in Public Folders and calendar may be unavailable (*Exchange Hosting Service*). This time of any such diminished functioning is not considered downtime and is excluded from the calculations of availability. In addition, the following conditions are specifically excluded from the calculation of availability

- A problem with Your network, Internet connection, or a private network connection to the Service, which prevents You from reaching a site, connector, mailbox or public folder.
- A problem connecting to the Service due to any action on Your part that triggers a security response; e.g., scanning the ports on a SherWeb router triggers a shut-down of the ports used by You.
- Scheduled maintenance (normally scheduled between 11:00 PM and 3:00 AM EST). SherWeb will provide two (2) days of notice prior to maintenance periods.
- Installation of urgent “hotfixes”. These will be scheduled as quickly as possible after testing, with notification sent to You; the two-day notification above is waived for urgent hotfixes. SherWeb 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.
- Software “bugs” or problems within used products that create service interruptions. Bugs must be acknowledged by the vendor to be excluded from calculations.
- Problems connecting to the Service due to the addition of 3rd party (i.e. non-Microsoft) software installed on Your PC or network, e.g. Outlook plug-ins and add-ons.
- Movement of mailboxes within the *Exchange Hosting Service* among the different SherWeb servers – as SherWeb may do in its discretion. SherWeb makes no promise of notification to You for these moves, which, normally, should not affect users whose software is installed and configured correctly. Incorrect configuration of the user’s software that results in the inability to connect to the Service is not considered downtime and is excluded from the calculation of system availability.
- The period of time during which SherWeb disaster recovery is in effect.
- Any circumstance beyond SherWeb’s reasonable control.

SherWeb calculates uptime as a percentage of the time during a month (30 days X 24 hours X 60 minutes) that the system is available, excluding the conditions above.

14. Penalty for Non-compliance/Application Service Availability

On a per-Service basis, for each month in which the availability is below an average of 99.9% as calculated above, SherWeb 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 99.9% targeted average availability during the same calendar month, SherWeb will further reduce the amounts due and payable to it relating to such Service for such month by another 5%; provided that the maximum credit for non-compliance is 25% per month.

Note: Because of the architecture that SherWeb 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 those users with accounts on the non-complying server, on a pro-rated basis.

15. Network Availability

SherWeb covenants to 99.9% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through SherWeb'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 SherWeb'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 SherWeb's servers or the SherWeb's network.

16. Penalty for Non-compliance/Network Availability

On a per-Service basis, for each month in which the availability is below an average of 99.9% as calculated above, SherWeb 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 99.9% targeted average availability during the same calendar month, SherWeb will further reduce the amounts due and payable to it relating to such Service by another 5%, provided that the maximum credit for non-compliance is 25% per month.

17. Network Availability Monitoring

To verify the Network server availability, SherWeb will probe 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. SherWeb 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*) SherWeb's primary commitment is to provide outstanding Web Hosting service to all customers. To support this commitment, SherWeb observes the following:

WEB SERVER AVAILABILITY

SherWeb 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. SherWeb 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 SherWeb's network of servers resulting in or contributing to downtime will not be included in Web Server Availability calculations.

Web Applications Availability Note Web 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 SherWeb's control.

SQL (DATABASE) SERVER AVAILABILITY

SherWeb 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. SherWeb 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 SherWeb's network of servers resulting in or contributing to downtime will not be included in SQL Server Availability calculations.

MAIL SERVER AVAILABILITY

SherWeb 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. SherWeb 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 SherWeb'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 SherWeb gateways and, instead, will generate an error message to the sender. If users require the ability to send Internet email messages over 50 Mb, SherWeb can, upon request, make special arrangements for such users. Additionally, SherWeb 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 SherWeb 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, SherWeb'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 SherWeb causes mail delivery delays in excess of the parameters defined above for 2 hours or more in any given month, SherWeb 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, SherWeb 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 SherWeb 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. SherWeb'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, SherWeb can make no guarantees against these types of threats.

Protection Against Spam SherWeb 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, SherWeb 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.

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

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

SherWeb 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. SherWeb 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, SherWeb will provide its best efforts to remedy the situation as soon as possible after being notified of the problem by you.

SherWeb 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, SherWeb 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. SherWeb is not responsible for bugs in the software or for interpreting the reports generated by the software. SherWeb, in its sole discretion, can upgrade the software to newer versions or replace it with different software upon providing

a reasonable notice to you. SherWeb 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.

22. Storage Capacity; Data Transfer; Server Resources

(Not applicable to *Exchange Hosting Service*) Each account is allocated storage capacity and data transfer amounts on SherWeb'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. SherWeb 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. SherWeb 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.

23. Security

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

24. Data Retention

SherWeb 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. SherWeb 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.
27. This SLA supersedes all previous versions of the applicable SLA distributed or made available by SherWeb 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 SherWeb's Client and SherWeb, 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, are void.