

SERVICE LEVEL AGREEMENT

Shared Exchange Hosting

This Service Level Agreement governs the use of the Services under the terms of the Master Service Agreement (the “Agreement”) between CODEBLUE TECHNOLOGY and Client and is incorporated into the Agreement by reference. This Service Level Agreement applies separately to each of Client Accounts. CODEBLUE TECHNOLOGY may update, amend, modify or supplement this Service Level Agreement from time to time.

Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Agreement. In the event of any conflict between this Service Level Agreement and the Agreement, the Agreement will govern.

1. SERVICE.

CODEBLUE TECHNOLOGY will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under Client Account.

2. SERVICE AVAILABILITY.

2.1. Definition. CODEBLUE TECHNOLOGY will provide at least 99.999% Service Availability, measured on a per calendar-month basis. “Service Availability” is defined as the ability of a User under Client Account to (a) access and retrieve information from such User’s Exchange mailbox using the Services, and (b) send and receive messages via the User’s Exchange mailbox using the Services, each on a per Exchange mailbox basis, provided that Client Account is active and enabled. Loss of Service Availability caused by (i) issues beyond CODEBLUE TECHNOLOGY’s reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, SYN attacks, and other events or any other Force Majeure Event, or (ii) other issues addressed in this Service Level Agreement, will be excluded from Service Availability calculations.

2.2. Calculation.

(a) To calculate Service Availability, CODEBLUE TECHNOLOGY uses a combination of methods, including analyzing logs from both CODEBLUE TECHNOLOGY’s event monitoring system and the actual affected infrastructure components and matching these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than five minutes in duration will not be included in the calculation of Service Availability.

(b) CODEBLUE TECHNOLOGY does not guarantee incoming and outgoing mail delivery time. As a result, a delay in incoming and outgoing mail delivery time - regardless of the cause - is not included in any calculation of Service Availability.

2.3. Service Availability Credit.

Subject to Client valid submission of a Service Availability Credit request and the other conditions herein, if Service Availability under Client Account for any calendar month is below 99.999%, CODEBLUE TECHNOLOGY will issue 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*
99.0% to 99.999%	3% of monthly fee credited
98.0% to 98.99%	5% of monthly fee credited
95.0% to 97.99%	10% of monthly fee credited
90.0% to 94.9%	25% of monthly fee credited
89.9% or below	2.5% credited for every 1% of lost availability up to the maximum total penalty limit

If the subscription period for an affected Service is less than one calendar month, then the Service Availability Credit will be adjusted on a pro rata basis.

To request a Service Availability Credit, (a) Client Account must be in good standing with CODEBLUE TECHNOLOGY, (b) Client must open a technical support ticket in the administrative control panel reporting an

apparent Service interruption within 72 hours of the event, and (c) Client must send an email or written Service Availability Credit request to the Billing Department at **CODEBLUE TECHNOLOGY Billing Contact** in the month immediately following the month for which Client are requesting a Service Availability Credit. Service Availability Credit requests must include Client Account name or Account number and the dates and specific times for which Client are requesting Service Availability Credits.

CODEBLUE TECHNOLOGY will compare information provided by Client to the data referenced in Section 2.2 above. A Service Availability Credit will be issued only if CODEBLUE TECHNOLOGY confirms from such data that a Service Availability Credit is available.

CODEBLUE TECHNOLOGY will calculate the Service Availability Credit based on the type of particular Service for which Service Availability was below the prescribed level, the fees for the particular Service and the percentage of overall individual Exchange mailboxes or other units adversely affected. For example, if the Service Availability Credit pertains to the Service Availability of two Exchange mailboxes out of 200 Exchange mailboxes purchased, the Service Availability Credit would be calculated as 1% x the monthly fee for the Exchange mailboxes x the % of monthly fee credited.

The limits and sole remedies regarding Service Availability Credits total credits under this SLA are set forth in Section 4 of this Service Level Agreement.

3. EXCHANGE 2010 RECOVERY CREDIT (APPLIES SOLELY TO EXCHANGE 2010 PLANS).

Note: CODEBLUE TECHNOLOGY does not (i) maintain historical back-up copies for the purpose of point in time data recovery or (ii) guarantee that backups will be made. We strongly urge our customers to back-up their Data (including all mailbox and public folder data) themselves or to arrange for third-party backup services.

“Exchange Data” means Data in Client Account that consists solely of Microsoft 2010 Exchange mailboxes and public folders.

If Client Exchange Data (i) becomes corrupted in Client CODEBLUE TECHNOLOGY-hosted Exchange 2010 database, or (ii) is lost due to a direct failure of the relevant CODEBLUE TECHNOLOGY hardware or datacenter where Client Exchange Data is hosted (each, an “Event”), and CODEBLUE TECHNOLOGY fails to restore Client Exchange Data to the last known good state, as determined by CODEBLUE TECHNOLOGY, within five (5) business days of Client initial submission of a Technical Support Ticket in the administrative control panel reporting Exchange Data loss, CODEBLUE TECHNOLOGY will issue a credit (“Recovery Credit”) for the corresponding amount stated in the table:

Amount of Exchange Data that CODEBLUE TECHNOLOGY was not able to restore	Recovery Credit
Less than 24 hours of Exchange Data	25% of monthly fee
24 hours to 48 hours of Exchange Data	50% of monthly fee
More than 48 hours of Exchange Data	100% of monthly fee

To request a Recovery Credit, (a) Client Account must be in good standing with CODEBLUE TECHNOLOGY, (b) Client must open a Technical Support Ticket in the administrative control panel reporting Exchange Data loss within 72 hours of the Event, and (c) Client must send an email or written Recovery Credit request to the Billing Department at **CODEBLUE TECHNOLOGY Billing Contact** in the month immediately following the month for which Client are requesting a Recovery Credit. Recovery Credit requests must include Client Account name or Account number and the dates and specific periods of lost or corrupted Exchange Data for which Client are requesting the Recovery Credit.

CODEBLUE TECHNOLOGY will compare information provided by Client to the actual Exchange Data that resides in Client Exchange 2010 database. A Recovery Credit is issued only if CODEBLUE TECHNOLOGY confirms an Exchange Data loss warranting the Recovery Credit. If CODEBLUE TECHNOLOGY is unable to restore the relevant Exchange Data within five (5) business days of a valid Recovery Credit request, Client will receive a monthly fee credit of 100%.

The limits and sole remedies regarding Recovery Credits and total credits under this SLA are set forth in Section 4 of this Service Level Agreement.

4. TOTAL CREDIT LIMITS; SOLE AND EXCLUSIVE REMEDIES.

4.1. **Total Service Availability Credits.** The total Service Availability Credit due to Client for any Account may not exceed 50% of the monthly fees charged to that Account during the month for which the Service Availability Credit is to be issued, unless the amount to be credited is less than \$1.00 in which case the credit amount will be \$1.00. Only one Service Availability Credit is available in any given calendar month. **Notwithstanding anything set forth in the Agreement or this Service Level Agreement, the Service Availability Credit described in Section 2 of this Service Level Agreement will be Client sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by CODEBLUE TECHNOLOGY of the Agreement or this Service Level Agreement.**

4.2. **Total Recovery Credits.** The total Recovery Credit due to Client for any Account may not exceed 100% of the monthly fees charged to that Account during the month for which the Recovery Credit is to be issued. Only one Recovery Credit is available in any given month. **Notwithstanding anything set forth in the Agreement or this Service Level Agreement, the Recovery Credit described in Section 3 will be Client sole and exclusive remedy for any losses arising from any Exchange Data loss as described in the first paragraph of Section 3 of this Service Level Agreement.**

4.3. **Total Credit Limit.** The total credits that Client may be issued with respect to any calendar month, including the aggregate of Service Availability Credits and Recovery Credits, will not exceed 150% of the monthly fees charged to the Account during the month for which all such credits are issued.

4.4. **No Refund.** Credits are applicable only toward use of the Service and are not convertible into cash or any type of refund.

5. TECHNICAL SUPPORT.

CODEBLUE TECHNOLOGY will use commercially reasonable efforts assist Client, through Client authorized Account contacts, with setting up and configuring Client Account, having access to the Services and other issues related to the Services. Only Client authorized Account contacts may request information, changes or technical support pursuant to the Agreement. For more information, visit the technical support page of CODEBLUE TECHNOLOGY's administrative control panel. CODEBLUE TECHNOLOGY's technical support response time depends on the complexity of the inquiry and support request volume.

6. MANAGEMENT.

6.1. **Account Management Tools.** Through Client authorized contacts, Client may manage Client Account with CODEBLUE TECHNOLOGY's online management tools, the administrative control panel and end-user control panel. CODEBLUE TECHNOLOGY will not be required to perform for Client any task that can be done through the control panels.

6.2. **Custom Configuration.** Requests for modification to the standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at CODEBLUE TECHNOLOGY's sole discretion. CODEBLUE TECHNOLOGY does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations.

6.3. **Additional Services.** For tasks that cannot be performed through the administrative control panel, Client may request that CODEBLUE TECHNOLOGY perform professional services on a time and materials basis. The request will include a detailed description of work and the authorized amount of time, in half hour increments, to perform the work. CODEBLUE TECHNOLOGY may evaluate and revise the request (including the estimated number of hours to perform the work) and reserves the right, in its sole discretion, to decline any request. Any additional services will be performed at CODEBLUE TECHNOLOGY's standard published rates, provided that any emergency services that require commencement within 24 hours will be charged at 1.5x CODEBLUE TECHNOLOGY's standard published rate. CODEBLUE TECHNOLOGY will use commercially reasonable efforts to perform requested additional services. However, it does not guarantee any particular result from performance of additional services or make any representations or warranties regarding such additional services nor can it be held liable in any way (including for any credits) for Service performance changes or failures which result

from performing tasks requested by Client. CODEBLUE TECHNOLOGY may require a separate agreement for any of these additional services.

7. MAINTENANCE.

7.1. Scheduled Maintenance. In order to maintain performance and security of the Services, CODEBLUE TECHNOLOGY performs scheduled maintenance within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. Loss of Service Availability due to scheduled maintenance will not be included in the calculation of Service Availability. CODEBLUE TECHNOLOGY will use commercially reasonable efforts to notify Client in advance of any scheduled maintenance that may adversely affect Client use of the Services.

7.2. Emergency Maintenance. CODEBLUE TECHNOLOGY may need to perform emergency maintenance, including security patch installation or hardware replacement. CODEBLUE TECHNOLOGY will not be able to provide Client with advanced notice in case of emergency maintenance. Loss of Service Availability due to emergency maintenance will be excluded from calculations for Service Availability.

8. STORAGE CAPACITY; DATA TRANSFER; SERVER RESOURCES.

Each Account is allotted storage capacity and data transfer amounts on CODEBLUE TECHNOLOGY's servers according to the Service and related options selected by Client. This storage size and data transfer allotments can be increased through the administrative control panel for an additional charge up to the maximum amount allowed for the Service and related options. The servers may stop accepting, processing, or delivering Data, including e-mail messages, when such set allotment or the purchased limit is reached thus causing a loss of Service Availability or Data loss. CODEBLUE TECHNOLOGY will not be responsible for such loss of Service Availability or Data losses, and such loss of Service Availability will be excluded from calculations for Service Availability. The amount of data stored in a mailbox or a folder affects client and server performance. 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 a subject to technical limitations of the software used to access such capacity. CODEBLUE TECHNOLOGY 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.

9. CERTAIN LIMITATIONS.

9.1. Anti-Virus Checking. CODEBLUE TECHNOLOGY uses commercially reasonable efforts to maintain third-party, anti-virus software. This software is configured to check all inbound messages. Messages sent between Exchange mailboxes on the server are not scanned. 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 permanently deleted. For Secure Mail product customers, encrypted messages will not be deleted except upon Client action to do so. Messages with attachments larger than 5MB are not scanned. CODEBLUE TECHNOLOGY advises Client to use up-to-date, local anti-virus software. CODEBLUE TECHNOLOGY is not responsible for any damages to Client hardware, software or systems or for loss of Data due to viruses, including infection of end-user devices or lost or corrupted messages.

9.2. Anti-Spam Message Filter. CODEBLUE TECHNOLOGY uses commercially reasonable efforts 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. CODEBLUE TECHNOLOGY is not responsible for any damage, loss or inconvenience Client suffer due to anti-SPAM filtering, including lost or corrupted messages. SPAM settings are also configurable by Client, and CODEBLUE TECHNOLOGY is not responsible for any deleted messages or messages not received as a result of SPAM settings configured by Client.

9.3. Wireless Exchange Server Access. As an add-on Service, CODEBLUE TECHNOLOGY may provide wireless access to the Exchange server through the use of third-party software. Limited customer 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 by Client. As a result, CODEBLUE TECHNOLOGY does not guarantee access through this method and any loss of Service Availability through wireless access will be excluded from calculations for Service Availability.

10. DATA RESTORATION FROM BACK-UP REQUEST.

CODEBLUE TECHNOLOGY conducts regularly scheduled backups related to the Services but does not guarantee their availability to Client. Server backup scope and scheduling is at CODEBLUE TECHNOLOGY's sole discretion. Data restore requests initiated by Client may be initiated through the administrative control panel as an extended service request, subject to availability of the relevant Data. **CODEBLUE TECHNOLOGY DOES NOT MAINTAIN HISTORICAL BACK-UP COPIES FOR THE PURPOSE OF POINT IN TIME DATA RECOVERY. WE STRONGLY URGE OUR CUSTOMERS TO BACK-UP THEIR ACCOUNT DATA (INCLUDING ALL MAILBOX AND PUBLIC FOLDER DATA) THEMSELVES OR TO ARRANGE FOR THIRD-PARTY BACKUP SERVICES.**

11. DATA RETENTION.

CODEBLUE TECHNOLOGY will not be responsible for retaining any of Client Data after termination of Client Account. Client Data may be deleted promptly after Client Account is terminated and from backups during scheduled backup rotation. CODEBLUE TECHNOLOGY will not restore, provide on any storage media or send out any Data pertaining to terminated Accounts, unless specifically noted in a customized service agreement. **It is Client responsibility to back-up and migrate Client Data prior to termination of Client Account or any other action which can lead to deletion of any of Client Data from the Services. For more information on collection, retention and use of customer information, refer to CODEBLUE TECHNOLOGY's Privacy Policy.**

CODEBLUE TECHNOLOGY does not guarantee compatibility of the Services with any specific customer configuration of hardware or software. Client is encouraged to discuss any technical and compatibility issues with our technical support personnel.