



# INTERMEDIA®

## INTERMEDIA: PRIVATE LABEL EXCHANGE HOSTING SERVICE LEVEL AGREEMENT

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

Capitalised 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 prevail.

### 1. SERVICE.

Intermedia will use commercially reasonable efforts to provide the Services as defined by the plan or plans purchased or subscribed to under an End User Account.

### 2. SERVICE AVAILABILITY.

2.1. Definition. Intermedia will provide at least 99.999% Service Availability, measured on a per calendar-month basis. “Service Availability” is defined as the ability of an End User under an End User Account to (a) access and retrieve information from such End User’s Exchange mailbox using the Services, and (b) send and receive messages via the End User’s Exchange mailbox using the Services, each on a per Exchange mailbox basis, provided that the End User’s Account is active and enabled. Loss of Service Availability caused by (i) issues beyond Intermedia’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, Intermedia uses a combination of methods, including analysing logs from both Intermedia’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) Intermedia 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 your valid submission of a Service Availability Credit request and the other conditions herein, if Service Availability under an End User Account for any calendar month is below 99.999%, Intermedia 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 the End User’s monthly fee credited
98.0% to 98.99%	5% of the End User’s monthly fee credited
95.0% to 97.99%	10% of the End User’s monthly fee credited
90.0% to 94.9%	25% of the End User’s monthly fee credited
89.9% or below	2.5% of the End User’s monthly fee credited for every 1% of lost Service Availability up to the credit limit set out in section 4.1

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) the End User Account must be in good standing with Intermedia, (b) the End User must have opened a technical support ticket in the administrative control panel reporting an apparent Service interruption within 72 hours of the event, and (c) the End User must have sent an email or written Service Availability Credit request to Your Billing Department in the month immediately following the month for which the End User is requesting a Service Availability Credit and You must, in turn, have forwarded such email or written request to Intermedia within one

business day. Service Availability Credit requests must include the End User Account name or Account number and the dates and specific times for which the End User is requesting Service Availability Credits.

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

Intermedia 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 End User's monthly fee for the Exchange mailboxes x the % of the End User's 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: Intermedia 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. You must strongly urge Your End Users 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 End User Accounts that consists solely of Microsoft 2010 Exchange mailboxes and public folders.

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

Amount of Exchange Data that Intermedia was not able to restore	Recovery Credit
Less than 24 hours of Exchange Data	25% of the End User's monthly fee
24 hours to 48 hours of Exchange Data	50% of the End User's monthly fee
More than 48 hours of Exchange Data	100% of the End User's monthly fee

To request a Recovery Credit, (a) the End User Account must be in good standing with Intermedia, (b) the End User must have opened a Technical Support Ticket in the administrative control panel reporting Exchange Data loss within 72 hours of the Event, and (c) the End User must send an email or written Recovery Credit request to Your Billing Department in the month immediately following the month for which the End User is requesting a Recovery Credit and You must, in turn, have forwarded such email or written request to Intermedia within one business day. Recovery Credit requests must include the End User Account name or Account number and the dates and specific periods of lost or corrupted Exchange Data for which the End User is requesting the Recovery Credit.

Intermedia will compare information provided by the End User to the actual Exchange Data that resides in Your Exchange 2010 database. A Recovery Credit is issued only if Intermedia confirms an Exchange Data loss warranting the Recovery Credit. If Intermedia is unable to restore the relevant Exchange Data within five (5) business days of a valid Recovery Credit request, You will receive the End User 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 You for any End User Account may not exceed 50% of the monthly fees charged to that End User 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 Your sole and exclusive remedy in connection with any loss of Service Availability as described in such section or breach by Intermedia of the Agreement or this Service Level Agreement.**

4.2. Total Recovery Credits. The total Recovery Credit due to You for any End User Account may not exceed 100% of the monthly fees charged to that End User 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 Your 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 You 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 End User Account during the month for which all such credits are issued.

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

## 5. MAINTENANCE.

5.1. Scheduled Maintenance. In order to maintain performance and security of the Services, Intermedia 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. Intermedia will use commercially reasonable efforts to notify You in advance of any scheduled maintenance that may adversely affect Your or Your End User's use of the Services.

5.2. Emergency Maintenance. Intermedia may need to perform emergency maintenance, including security patch installation or hardware replacement. Intermedia will not be able to provide You with advance notice in case of emergency maintenance. Loss of Service Availability due to emergency maintenance will be excluded from calculations for Service Availability.

## 6. STORAGE CAPACITY; DATA TRANSFER; SERVER RESOURCES.

Each Account is allotted storage capacity and data transfer amounts on Intermedia's servers according to the Service and related options selected by You. 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. Intermedia 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. 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.

## 7. CERTAIN LIMITATIONS.

7.1. Anti-Virus Checking. Intermedia uses commercially reasonable efforts to maintain third-party, anti-virus software. This software is configured to check all inbound 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 Your and/or Your End User's action to do so. Messages with attachments larger than 5MB are not scanned. You should advise Users and/or Your End Users to use up-to-date, local anti-virus software. Intermedia is not responsible for any damages to Your and/or End Users' hardware, software or systems or for loss of Data and/or End User Data due to viruses, including infection of User and/or End User devices or lost or corrupted messages.

7.2. Anti-Spam Message Filter. Intermedia 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. Intermedia is not responsible for any damage, loss or inconvenience You and/or Your End Users suffer due to anti-SPAM filtering, including lost or corrupted messages. SPAM settings are also configurable by You and/or Your End Users, and Intermedia is not responsible for any deleted messages or messages not received as a result of SPAM settings configured by You and/or Your End Users.

7.3. Wireless Exchange Server Access. As an add-on Service, Intermedia 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 You

and/or Your End Users. As a result, Intermedia does not guarantee access through this method and any loss of Service Availability through wireless access will be excluded from calculations for Service Availability.

**8. DATA RESTORATION FROM BACK-UP REQUEST.**

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

**9. DATA RETENTION.**

Intermedia shall only be responsible for retaining such of Your Data and/or Your End User Data after termination of Your Account and/or End User Account(s) to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction. Your Data and Your End User Data shall continue to be subject to Intermedia's Privacy Policy after any termination of Your Account. Intermedia will not restore, provide on any storage media or send out any Data or End User Data pertaining to terminated Accounts, unless specifically noted in a customised service agreement or to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction. **It is Your responsibility to back-up and migrate Your Data prior to termination of Your Account or any other action which can lead to deletion of any of Your Data from the Services. It is Your End Users' responsibility to back-up and migrate their End User Data prior to termination of the End User Account or any other action which can lead to deletion of any End User Data from the Services. For more information on collection, retention and use of Data and End User Data, refer to Intermedia's Privacy Policy.**

Intermedia does not guarantee compatibility of the Services with any specific configuration of hardware or software. You are encouraged to discuss any technical and compatibility issues with our technical support personnel. End Users should discuss any technical and compatibility issues with Your technical support personnel.