

SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) is provided by ECS and is intended to define services and responsibilities between ECS and customer. ECS along with contracted 3rd party partners agree to provide its customers with the following service opportunities. This Service Level Agreement (“**SLA**”) applies to and governs such ECS *SharePoint*, *Web Hosting*, *Virtual Private Server*, *Exchange Hosting*, *CRM* and other remotely provided services as ECS 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 ECS’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: ECS’s application service for browser-based collaboration and document management, created using Windows® SharePoint® services.

Web Hosting Service: ECS’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: ECS’s application service making available a virtual server environment that runs its own operating system and sets of dedicated resources.

Exchange Hosting Service: ECS’s application service for email, calendaring, task management, and file sharing, created using Microsoft® Exchange server software.

CRM Service: ECS’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 on a monthly subscription basis. ECS 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 ECS’s proprietary account provisioning and management interface for use by Your corporate administrator and users in managing Your organization’s accounts.

Professional Spam / Virus Email Filtering: ECS’s Professional Mail Security Service provides businesses the ultimate protection against Spam and Virus infested attachments.

Managed Services: ECS’s Managed Services provides the Best in Class 24/7 Monitoring for Servers and Desktops.

2. Disaster Recovery

ECS 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. ECS 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, ECS 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, ECS 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 ECS’s partners highest priority. In order to ensure the readiness of ECS’s partner operators to complete the offline restoration process, ECS partner runs frequent drills to test restoration performance. Please note, however, that ECS and partner is not responsible for data loss resulting from the failure or loss of backup media.

3. Restoration

ECS 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 ECS’s partner disaster recovery procedures, ECS reserves the right to charge You, and You agree to pay for, these restorations in the amount of \$150 per hour (with a minimum fee of \$100). Please note, however, that ECS 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. Note, however, that ECS's partner 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, ECS's partner must restore the items from the backup tapes employed in its disaster recovery systems. ECS's partner 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. ECS 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, ECS 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, ECS 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, ECS 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 ECS's Partner 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 ECS to purchase additional services if You need to send these types of mailings.

ECS SUPPORT & OTHER SERVICES

6. Systems Support

ECS provides systems support to Your designated administrators. Systems support is defined as support associated with issues/faults with ECS's partner servers. There are no additional charges for this support. You may designate up to four (4), but no more than four (4), administrators who are authorized to call ECS's client support services.

7. End-user Support

ECS 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 ECS to purchase any such additional end-user support services.

8. Account Administration

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

ECS 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 ECS 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.

9. Wireless Service Support

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

10. Customer Service, Billing and Sales Enquiries

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

11. Optional Support Services

In addition to the support described above, ECS also offers custom contracts for different types of support programs; please contact Your ECS 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, ECS will work on a project basis. ECS will provide a statement of work, including a price quotation, prior to undertaking such a project.

SERVICE LEVELS/PENALTIES

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

12. Application Service Availability

ECS 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. 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.
- b. 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 ECS router triggers a shut-down of the ports used by You.
- c. Scheduled maintenance (normally scheduled between 11:00 PM and 3:00 AM EST). ECS will provide two (2) days of notice prior to maintenance periods.
- d. 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. ECS 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.
- e. Software "bugs" or problems within used products that create service interruptions. Bugs must be acknowledged by the vendor to be excluded from calculations.
- f. 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.

- g. Movement of mailboxes within the *Exchange Hosting Service* among the different ECS servers – as ECS may do in its discretion. ECS 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.
- h. The period of time during which ECS disaster recovery is in effect.
- i. Any circumstance beyond ECS's reasonable control.

ECS 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.

13. 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, ECS 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, ECS 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 ECS 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.

14. Network Availability

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

15. 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, ECS 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, ECS 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.

16. Network Availability Monitoring

To verify the Network server availability, ECS partner 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 nonoperational and partner 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. ECS partner will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

17. Web Hosting Servers Availability

(Only applicable to *Web Hosting Service*) ECS's primary commitment is to provide outstanding Web Hosting service to all customers. To support this commitment, ECS observes the following:

WEB SERVER AVAILABILITY

ECS partner 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. ECS 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 ECS's partner 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 ECS's control.

SQL (DATABASE) SERVER AVAILABILITY

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

MAIL SERVER AVAILABILITY

ECS partner 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. ECS partner 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 ECS's partner 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.

18. 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 ECS partner gateways and, instead, will generate an error message to the sender. If users require the ability to send Internet email messages over 50 MB, ECS can, upon request, make special arrangements for such users. Additionally, ECS 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 partner 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 partner 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 ECS partner 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, ECS'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 ECS partner causes mail delivery delays in excess of the parameters defined above for 2 hours or more in any given month, ECS 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, ECS 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 ECS provides Professional Spam Protection for inbound mail as part of the *Exchange Hosting Service*, and will make its best commercial efforts to protect against SMTP born viruses and other computer software threats. ECS'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-born security issues, ECS can make no guarantees against these types of threats.

Protection Against Spam ECS provides anti-spam filtering as part of the *Exchange Hosting Service* as and Optional Service, and will make its best commercial efforts to protect against unwanted emails. The Advanced Spam Firewall is a 3rd Party solution for complete protection of your mailbox. Although this system has proven highly effective, ECS cannot make any guarantees in the system's filtering efficiency.

19. 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.

20. Data Retention

ECS and partner 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. ECS shall not restore, provide on any storage media or send out any data pertaining to existing or terminated accounts.

21. 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

22. 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.

23. This SLA supersedes all previous versions of the applicable SLA distributed or made available by ECS and partner 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 ECS's Client and ECS and partner, 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. Any changes, modifications or differing information must be make by separate agreement between ECS and it's Clients. Current and revised SLA will be posted on the ECS Website.