

THIS SERVICE LEVEL AGREEMENT (SLA) DEFINES GUARANTEED SERVICE LEVELS PROVIDED TO YOU BY THE COMPANY.

### **I. Service Definition**

SMS (Company) will provide You with Hosted Exchange and other Application Services as defined by the plan or plans purchased by you from Company. Features available in the Hosted Exchange offering include:

- Mailboxes
- Public folders
- Distribution lists
- Contacts
- Multiple inbound domain
- Global address list
- Offline address list

Additional services are also available according to your specific plan configuration.

### **II. Technical Support**

Company will provide You through your authorized account contacts with technical support on setting up and configuring your account, access to Company's server, and other issues related to the software provided by Company at no additional charge.

Company provides technical support for Microsoft Outlook, Entourage, Outlook Express, OWA via Internet Explorer, and supported wireless devices, but it does not offer customer support for other mail clients, applications, scripts, or components, either from third parties or for those developed by You.

#### **E-mail technical support:**

Email Hours: 24 hours, 7 days per week, 365 days of the year

Email Address: support@simplyms.com

#### **Phone technical support:**

Phone Hours: 9 AM to 5 PM GMT Monday through Friday excluding U.K. national holidays

Phone Number: 01925 818252

Upon contacting Support You will be required to provide your account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by Technical Support personnel.

The Company's response time to technical support issues depends on the level of purchased support service, the complexity of the inquiry and support requests volume. The Technical Support Department assigns the highest priority to customer inquiries related to the servers' unavailability. These issues are addressed first upon notification from a customer. The time to respond guarantee does not apply to any inquiries that require extensive research and testing.

### **III. Billing and Other Account Related Inquiries**

**Billing.** For billing inquiries, contact Accounts Department.

Hours: 9 AM to 5 PM GMT, Monday through Friday, excluding U.K. national holidays

Phone: 0870 850 3587

Email: [accounts@simplyms.com](mailto:accounts@simplyms.com)

Please note: Company must receive notice of billing disputes within sixty days of the date your credit card was charged for services.

**Sales.** For sales inquiries, contact Sales Department.

Hours: 9 AM to 5 PM GMT, Monday through Friday, excluding U.K. national holidays

Phone: 0870 850 3587

Email: [sales@simplyms.com](mailto:sales@simplyms.com)

### **IV. Escalation.**

If you have unresolved concerns with Company's service or technical support issues, please contact the Customer Support Manager at [support@simplyms.com](mailto:support@simplyms.com). The initial response should arrive within one business day. As issues may be complex or require extensive investigation, resolution cannot be guaranteed within any certain time period.

### **V. Server Management**

Help is available online at the Company's Support Site,

<http://www.simplymailsolutions.com/support>

The Company's Shared Hosting services do not include installation of third-party software beyond the standard configuration outlined in your plan's description. Requests for modification to the standard configuration will be considered on a case-by-case basis. Approval of such modifications will be at the Company's sole discretion and will be based upon maintaining functionality, usability, security, and stability in the shared server environment.

### **VI. Maintenance**

#### **Scheduled Maintenance:**

To ensure optimal performance of the servers, the Company will perform routine maintenance on the servers on a regular basis, requiring servers to be removed from service. The Company reserves one hour of server unavailability per month for maintenance purposes. This server unavailability will be excluded from the uptime calculations. The maintenance is typically performed during off-peak hours. The Company will provide You with advanced notice of maintenance whenever possible.

#### **Emergency Maintenance:**

Under certain circumstances the Company may need to perform emergency maintenance, such as security patch installation or hardware replacement under Hardware Replacement Guarantee. The company will not be able to provide You with advanced notice in case of emergency maintenance. This server unavailability due to emergency maintenance will be excluded from the uptime calculations.

#### **Hardware Replacement Guarantee:**

Company will use industry standard practices to determine whether server hardware is functioning properly and will replace non-functioning hardware with similarly functioning hardware. Company guarantees hardware replacement within four hours from the time the problem is identified. In the

case where this time is exceeded, the excess downtime is counted against Server Availability guarantee.

## **VII. Network Availability**

The Company guarantees at least 99.9% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Company's network to/from the 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 factor(s) beyond the Company's control, including but not limited to such factors as IP transit provider (backbone) or end user's portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at the Company's servers or the Company's network.

### **Network Availability Monitoring**

To verify the Application Server Availability, the Company will probe the 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. The Company will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

## **VIII. Servers Availability.**

Company's primary commitment is to provide outstanding hosting service to all customers. To support this commitment, Company observes the following schedule of remedies for any failure to meet the express guarantees in this Service Level Agreement.

### **EXCHANGE SERVER AVAILABILITY**

Company guarantees 99.9% Exchange Server Availability, measured on a calendar-month basis. Exchange Server Availability is defined as the ability of a user on your Exchange account to (a) access and retrieve information from the Exchange server, and (b) send and receive messages via the Exchange server, provided that your hosting account is active and enabled.

Company monitors the server as a whole but does not monitor individual mailboxes. Exchange server unavailability caused by denial of service attacks, mail bombing, and other flooding techniques will be excluded from Exchange Server Availability calculations.

The outgoing email protocol used on Exchange 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.

Denial of service attacks or other types of attacks directed toward Company's network of servers resulting in or contributing to downtime will not be included in the Exchange Server Availability calculations.

### **Exchange Server Availability Monitoring**

To verify Exchange Server Availability, Company will open a connection to the server on the port assigned to the Exchange Information Store Service every five minutes, with a 30-second failure threshold. If connection is not successful, server is considered non-operational and systems administration personnel on duty are automatically notified.

If two or more consecutive test connections fail, the Exchange server unavailability will be registered as the number of minutes between the first and the last failed tests. Exchange server unavailability of less than five minutes in duration is not recorded. Company will calculate Exchange Server Availability and refund eligibility amounts based on this type of server monitoring

### **IX. Penalty for Non-Compliance – Refunds**

#### **NETWORK AND SERVERS AVAILABILITY**

If network or server availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

Server availability	Amount of the refund as a percentage of monthly fee
99.0% to server guarantee level	5% of monthly fee credited
98.0% to 98.9%	10% of monthly fee credited
95.0% to 97.9%	15% 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

To receive a refund for downtime, You must (a) be in good financial standing with the Company, and (b) send an email or written refund request to the Billing Department in the month immediately following the month for which You are seeking a refund. Refund requests must include your account username and the dates and times of server unavailability.

The Billing Department will compare information provided by You to the server availability monitoring data the Company maintains. A refund is issued if the Company can confirm from the monitoring data the server availability warranting the refund.

#### **TOTAL PENALTY LIMITS**

The total refund to You for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued, unless the amount to be refunded is less than £1.00 in which case the refund amount will be £1.00.

Only one refund and refund level is available in any given month.

### **X. Server Software.**

Company will exercise industry standard practices to ensure that all pre-installed software is correctly configured. In case there is more than one way to configure the software, Company will choose the configuration it determines, in its sole discretion, to be the most appropriate.

Company will install security patches, updates, and service packs as soon as practical. Software updates may change system behavior and functionality and as such may negatively affect your applications. Company cannot foresee nor can it be held responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If

such disruption or changes occur, Company will provide its best efforts to remedy the situation as soon as possible after being notified of the problem by You.

Company may be required by its software licensors to upgrade to the latest versions of the software. Licensor-required upgrades will be performed free of charge and upon reasonable notice to You. Software upgrades on Company's servers will occur at Company's discretion upon reasonable notice to You.

Company 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 a discretionary upgrade. Nevertheless, Company will provide its best efforts to help You to find a workaround solution.

#### **XI. Storage Capacity; Data Transfer; Server Resources**

Each account is allotted storage capacity and data transfer amounts on Company's servers according to the plan and options selected by You. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. Company shall not be held responsible for such unavailability or data losses.

Shared servers resources are shared among all accounts hosted on the same server. Company 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.

#### **XII. Hosted Exchange Specific Limitations**

##### **MAILBOX AND PUBLIC FOLDER STORAGE CAPACITY**

Each mailbox and public folder has its own storage limit. When the storage limit is reached on an individual mailbox or folder, the Exchange servers may stop sending or receiving messages leading to possible server unavailability or data loss. Company is not responsible for unavailability or data losses caused by any mailbox or folder exceeding its storage limit.

##### **TOP LEVEL FOLDERS AND SUB-FOLDERS**

The Exchange Server retains ownership of the two top layers of the public folder hierarchy, "Public Folders", and under that folder, the "All Public Folders". This is set by the Exchange Server architecture and cannot be modified.

There is a maximum limit of 5 Top-Level public folders.

##### **ADDRESS LISTS**

Company creates one Global Address List and one Offline Address List for Your account. Global Address List and Offline Address List are available to all users within your account. Global Address List lists all mailboxes, contacts and distribution lists on your account, unless you explicitly choose to hide any of these objects from a Global Address List. Offline Address List is a replica of Global Address List and is available in MS Outlook when you are working offline. Global Address List is replicated to Offline Address List on a daily basis.

## **LIMITS**

The following limits are set for the MS Exchange mailbox package:

- up to 30 Inbound Domains;
- up to 100 distribution lists;
- up to 1000 contacts;
- up to 50 recipients per message;

## **ANTI-VIRUS CHECKING**

Company installs third-party anti-virus software on its Exchange servers. This software is configured to check all messages coming to or leaving the Exchange server according to the virus-detecting heuristics provided with the software. As a part of the Anti-virus software service, these heuristics are regularly updated.

Messages sent between 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 are permanently deleted. Neither the intended recipient(s) nor the message sender receives any notification of the message deletion.

Messages with attachments larger than 5MB are not scanned.

Company advises you to use up-to-date, local anti-virus software. Company is not responsible for infection of end-user devices or lost or corrupted messages.

## **ANTI-SPAM MESSAGE FILTERING**

Company installs third-party provided, anti-SPAM software on its Exchange servers. This software is configured to check all incoming messages according to the SPAM-detecting heuristics provided with the software. As a part of the anti-SPAM software service, the SPAM-detecting heuristics are regularly updated.

Company is not responsible for lost or corrupted messages due to Anti-SPAM filtering.

## **WIRELESS EXCHANGE SERVER ACCESS**

As an add-on service, Company provides wireless access to the Exchange server through the use of third-party provided software. 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.

Therefore Company can only assure that it will make commercially reasonable efforts to assist you in configuring and supporting your wireless Exchange server access for the portions of the access not under Company's control.

## **XIII. Ownership of Data**

All data created by You and/or stored by You within Company's applications and servers are considered by Company to be your property and is for your exclusive use unless other use is required by law or required to maintain your account. Company shall allow access to such data by authorized Company personnel and shall provide access in compliance with Company's Privacy Policy (<http://www.simplymailssolutions.com/policies/>). Company makes no claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space and applications on Company's servers, unless Company has a good faith belief that such content or data is owned by Company, its agents, affiliates or vendors.

#### **XIV. Data Integrity.**

Company employs RAID techniques to ensure the integrity of the data on its servers and to prevent data loss in the event of hardware failure. Company performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at Company's sole discretion.

COMPANY SHALL NOT PERFORM BACKUP OR RESTORE THE DATA UPON YOUR REQUEST UNLESS SUCH BACKUP IS PROVIDED AS A SERVICE UNDER YOUR PURCHASED PLAN.

#### **EXCHANGE SERVERS BACKUP AND RESTORE**

Standard Exchange Backup Services include full Exchange server backup on a predefined schedule several times per week to a shared backup device over the network. Backup copy retention time is one week;

Standard Exchange Backup Services do not include the process of restoration of files, mailboxes, folders or parts thereof. To request restoration of mailbox or public folder from Exchange server, please request from Support an Exchange Restoration Request form; complete and return the form to Company.

Company will first attempt to locate and restore the content from the Exchange server before restoration from backup media is attempted.

Restored mailbox/public folder content will be provided in Microsoft® Outlook® Personal Folder (.pst) file format.

#### **XV. Data Retention.**

WHILE YOUR ACCOUNT IS ACTIVE, COMPANY SHALL BE RESPONSIBLE FOR RETAINING ANY OF YOUR DATA INCLUDING BUT NOT LIMITED TO THE CONTENT OF PRIVATE AND PUBLIC INFORMATION STORE, ACTIVE DIRECTORY, LOG FILES, AND BACKUP COPIES.

COMPANY 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. COMPANY SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO TERMINATED ACCOUNTS.

#### **XVI. Customer Responsibilities.**

To access Company services You must provide at the very minimum:

- an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading and that does not constrain Microsoft® Exchange functionality;
- a fully functional Internet browser;
- a fully functional POP/IMAP/SMTP e-mail program (client) such as Microsoft® Outlook Express 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.

**XVII. Privacy Statement.**

Company values the privacy of its customers. Please refer to Company's Privacy Policy at <http://www.simplymailsolutions.com/policies/> for further information.

**XVIII. Fair Usage Policy**

Management reserves the right to review mailbox sizes if they exceed 25GB and levy extra charges if necessary