

Web, Mail, and Applications Hosting Service Level Agreement

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

I. Technical Support

Simply Mail Solutions (Company) will provide You 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 will not provide support for web 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

Only Account Administrators may request information, changes, or technical support for the account. 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. Time to respond guarantee does not apply to any inquiries that require extensive research and testing.

II. Billing and Other Account Related Inquiries

Billing. For billing inquiries, contact Billing Department.

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

Phone: 01925 818448

Email: accounts@SimplyMailSolutions.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: 01925 818448

Email: Sales@ SimplyMailSolutions.com

III. Escalation.

If you have unresolved concerns with Company's service or technical support issues, please contact the Customer Support Manager. 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.

IV. Server Management.

The Company's Shared Web 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.

V. 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.

VI. 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 from/to 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 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 monitoring.

VII. Servers Availability.

Company's primary commitment is to provide outstanding web 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.

WEB SERVER AVAILABILITY

The Company guarantees at least 99.9% Web Server Availability. Web Server Availability is defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. The Company will not monitor availability of individual web sites but only monitors the server availability as a whole. 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 Web Server Availability calculations.

Web Server Availability Monitoring

To verify the Web Server Availability, the Company will probe HTTP service to retrieve HTTP headers on the server every five minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational and is automatically restarted. If restarting the server does not solve the problem, it is immediately escalated to technical support and the system administrators. If two or more consecutive server probes fail, server 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.

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 applications, which is beyond of Company's control.

SQL (DATABASE) SERVER AVAILABILITY

The Company guarantees at least 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. The Company 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 Company's network of servers resulting in or contributing to downtime will not be included in SQL Server Availability calculations.

SQL Server Availability Monitoring

To verify the SQL Server Availability, the Company will open connections to SQL server on port 1433 every five minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational and is automatically rebooted. If rebooting the server does not solve the problem, it is immediately escalated to technical support and the system administrators. If two or more consecutive server probes fail, server 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.

MAIL SERVER AVAILABILITY

The Company guarantees at least 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. The Company 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 Company'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.

Mail Server Availability Monitoring

To verify that the server is available, the Company will probe SMTP and POP services (retrieve SMTP and POP headers) every five minutes with a 30-second threshold. If either service does not respond, the service is considered non-operational and is automatically restarted. If rebooting the server does not solve the problem, it is immediately escalated to technical support and the system administrators. If two or more consecutive SMTP or POP tests fail, server 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 will not be recorded. The Company will calculate Mail Server Availability and refund eligibility amounts based on this type of server monitoring.

VIII. 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.

IX. 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 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 discretionary upgrade. Nevertheless, Company will provide its best efforts to help You to find a workaround. Log processing (web reporting) software is provided on an "as is" basis. Company will not be held responsible for bugs in the software or for interpreting the reports generated by the software. Company, in its sole discretion, can upgrade the software to newer versions or replace it with different software upon providing a reasonable notice to You. Company cannot foresee nor will it be responsible for any incompatibility of newer versions and other software You may choose use in conjunction with the log processing software.

X. 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. This storage size and data transfer allotments can be increased 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. Company 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 normal retention period is one month. The log files are stored in shared server space and not counted towards account's allotted storage capacity. The maximum size of stored log files is limited 1 Gigabyte. 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. 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.

XI. Customer Data Privacy Protection; Confidentiality

All data created by You and/or stored by You within Company's applications and servers are considered by Company to be your property. Company is committed to protect your privacy and confidentiality of your data to the maximum extent permitted by law and/or accepted by industry standards. We will not access, view or review any of your private data accessible to us (including but not limited to that contained in your web server files, e-mail messages, calendars, notes, contacts, memos or public folders) unless:

- (i) either you or a competent government agency specifically requests us to;
- (ii) when performing routine backup and restore operations, virus scan and virus removal, spam and content filtering;
- (iii) if such access, view or review is urgent and necessary to protect personal safety, perform troubleshooting, restore systems operation in the event of a server failure, remove illegal or offending (e.g. pornographic, violating our policies, etc.) content or prevent a server crash or other damage. Under no other circumstances will Company access your private data without your prior permission. We will not share your confidential data with any third parties without your prior permission, except to the extent required by law or governmental agencies or necessary to render our services to you. Our employees and agents who have access to your confidential data are restricted from disclosing or using such information for any purpose other than in connection with their services to Company.

XII. Data Integrity.

Company employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to two disks simultaneously 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 BACK UP OR RESTORE THE DATA UPON YOUR REQUEST UNLESS SUCH BACK UP IS PROVIDED AS A SERVICE UNDER YOUR PURCHASED PLAN.

XIII. Data Retention.

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 EXISTING OR TERMINATED ACCOUNTS.

XIV. 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;
- a fully functional Internet browser;
- a fully functional POP/SMTP e-mail 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.

XV. Privacy Statement.

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