

SERVICE LEVEL AGREEMENT

This document outlines the service level agreement for USERS provisioned with Hosted Services with QUOTAGUARD.COM who have taken up Premium Support by purchasing a recurring Enterprise plan or higher.

Master Service Level Agreement

This document contains the Service Level Agreement for QUOTAGUARD.COM. Please read it carefully as this is the official agreement in force at the present time. The agreement listed below supersedes any other written document you may have prior to today's date. Exhibits to this agreement are also available highlighting additional terms. If you have questions or comments about this agreement, please do not hesitate to contact us.

SLA Objective

THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to all Hosted Services provided by QUOTAGUARD.COM expressly as an addendum to the Terms Of Service ("TOS") for each customer/client/consumer/domain/administrator/end user/user ("USER"). QUOTAGUARD.COM is committed to providing a highly available and secure network to support its USERS. Providing the USER with consistent access to Hosted Services is a high priority for QUOTAGUARD.COM and is the basis for its commitment in the form of a SLA. The SLA provides certain rights and remedies in the event that the USER experiences service interruption as a result of failure of QUOTAGUARD.COM infrastructure. The overall service availability metric is 99.999%, measured on a monthly basis.

Term Definitions

For the purpose of this Service Level Agreement, the terms in bold are defined as follows:

Available or Availability

When the USER who's account is active and enabled has reasonable access to the Hosted Service provided by QUOTAGUARD.COM, subject to the exclusions defined in Downtime Minutes below.

Total Monthly Minutes

The number of days in the month multiplied by 1,440 minutes per day.

Maintenance Time

The time period during which the Hosted Service may not be Available each month so that QUOTAGUARD.COM can perform routine maintenance to maximize performance, is on an as needed basis.

Downtime

The total number of minutes that the USER cannot access the Hosted Service. The calculation of Downtime Minutes excludes time that the USER is unable to access the Hosted Services due to any of the following:

- (a) Maintenance Time
- (b) USER's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Enhanced Services
- (f) Any failure in the USER's own hardware, software or Network connection
- (g) USER's bandwidth restrictions
- (h) USER's acts or omissions
- (i) USER exceeding agreed request limit
- (j) Anything outside of the direct control of QUOTAGUARD.COM

QUOTAGUARD.COM Network

The network inside of QUOTAGUARD.COM border routers.

Problem Response Time

The time period after QUOTAGUARD.COM's confirmation of the Service event, from receipt of the information required from the USER for QUOTAGUARD.COM's Support Team to begin resolution and open a trouble ticket in QUOTAGUARD.COM's systems. Due to the wide diversity of problems that can occur, and the methods

required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and problem resolution. After receiving a report of fault, QUOTAGUARD.COM shall use a reasonable method to provide USER with a progress update.

Maintenance Notices

QUOTAGUARD.COM will communicate the date and time that QUOTAGUARD.COM intends to make the Hosted Services un-Available via the front page of the status web site and e-mail at least forty-eight (48) hours in advance (or longer if practical). The USER understands and agrees that there may be instances where QUOTAGUARD.COM needs to interrupt the Hosted Services without notice in order to protect the integrity of the Hosted Services due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the Maintenance Windows and their definitions:

Emergency Maintenance

These change controls happen immediately with little notification ahead of time; however, we will post the information to our website soon after or during the change.

Preventative Maintenance

These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by our network metrics.

Planned Maintenance

These are change control's being done to:

- Support on-going product and operational projects to ensure optimal performance
- Deploy non-critical service packs or patches.
- Periodic redundancy testing.

Where possible planned maintenance will be posted 5-days prior; however, certain circumstances may preclude us from doing so, such as an external vendor issuing a change control to QUOTAGUARD.COM, e.g. the power company alerting us to perform power testing 48 hours ahead of time.

USER Responsibility

Request limits

The USER is responsible for monitoring their account usage and ensuring that they stay within the agreed number of monthly requests as agreed with QUOTAGUARD.COM.

Service Levels

Term of the Service Level Agreement

This Service Level Agreement shall only become applicable to the Hosted Services upon the later of (a) completion of the "stabilization period," as such term is defined in the Statement of Work (if any), or (b) ninety (90) days from the provisioning of Hosted Services.

Measurement

QUOTAGUARD.COM uses a proprietary system to measure whether the Hosted Services are Available and the USER agree that this system will be the sole basis for resolution of any dispute that may arise between the USER and QUOTAGUARD.COM regarding this Service Level Agreement.

Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

Availability	Credit Amount of Monthly Fee
> 97.9% but < 99.999%	5%
> 96.9% but < 97.9%	7%
< 96.9%	9%

Problem Response Time

QUOTAGUARD.COM's failure to meet the Service level metric for Problem Response Time for a month shall result in a Service Level Credit calculated per incident at a credit of 50% of the monthly invoice, up to a maximum Service Level Credit of \$200, for the Hosted Service (not including setup, activation fees or other services provided by QUOTAGUARD.COM) per month. The response time per incident will vary upon the degrees defined below:

Category Level	Criteria	Problem Response Time
1	Unplanned interruption rendering the Services un-Available; no work-around	15 Minutes
2	Unplanned interruption rendering the Services un-Available; work-around available	30 Minutes
3	Intermittent problem	8 Business Hours

Remedy and Procedure

The USER's remedy and the procedure for obtaining the USER's remedy in the event that QUOTAGUARD.COM fails to meet the Service level metrics set forth above are as follows:

To qualify for remedy:

- (a) There must be a support ticket documenting the event within 24 hours of the service interruption
- (b) USER account must be in good standing with all invoices paid and up to date

The USER must notify QUOTAGUARD.COM in writing within five (5) business days by opening a support ticket and providing the following details:

- Subject of email must be: "Claim Notice"
- List the date the Downtime Minutes occurred
- List an estimate of the amount of actual Downtime Minutes

- Ticket number of the documented event

QUOTAGUARD.COM will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If QUOTAGUARD.COM cannot confirm the Downtime Minutes, then the USER and QUOTAGUARD.COM agree to refer the matter to executives at each company for resolution. If QUOTAGUARD.COM confirms that QUOTAGUARD.COM is out of compliance with this Service Level Agreement, the USER will receive the amount of Service Level Credits set forth above for the affected Service level metric for the affected month. The SLA credit will be reflected in the QUOTAGUARD.COM invoice to the USER in the month following QUOTAGUARD.COM confirmation of the Downtime Minutes. Please note that SLA credits can only be applied to accounts that are in good standing with all invoices paid and up to date.

SLA Exhibits

Exhibits to this Master Service Level Agreement may be available for Hosted Services provided by QUOTAGUARD.COM. The SLA Exhibits for each Hosted Service provides additional terms specific to the Hosted Service. The SLA Exhibits must be agreed to in addition to this Master Service Level Agreement prior to executing use of the Hosted Service.

Service Level Agreement – QuotaGuard Static Exhibit

This document contains the Service Level Agreement for QUOTAGUARD.COM. Please read it carefully as this is the official agreement in force at the present time. The agreement listed below supersedes any other written document you may have prior to today's date. If you have questions or comments about this agreement, please do not hesitate to contact us.

SLA Objective

THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to QuotaGuard Static services provided by QUOTAGUARD.COM expressly as an exhibit to the Master Service Level Agreement ("MSLA") for each customer/client/consumer/domain/administrator/end user/user ("USER"). QUOTAGUARD.COM is committed to providing a highly available and secure network to support its USERS. Providing the USER with consistent connectivity to the SharePoint service is a high priority for QUOTAGUARD.COM and is the basis for its commitment in the form of a SLA. The SLA provides certain rights and remedies in the event that the USER experiences service interruption as a result of failure of QUOTAGUARD.COM infrastructure. The overall service availability metric is 99.999%, measured on a monthly basis.

Term Definitions

Available or Availability

When the CUSTOMER who's account is active and enabled has reasonable connectivity to the QuotaGuard Static service provided by QUOTAGUARD.COM, subject to the exclusions defined in Downtime Minutes below. Availability is termed as able to access available third party websites via the QuotaGuard Static HTTP or SOCKS5 proxies that can be reached when directly requested.

Downtime

The total number of minutes that the USER cannot access the QuotaGuard Static service. The calculation of Downtime Minutes excludes time that the USER is unable to access QuotaGuard Static due to any of the following:

- (a) Maintenance Time;
- (b) USER's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Enhanced Services
- (f) Any failure in the USER's own hardware, software or Network connection
- (g) USER's bandwidth restrictions
- (h) USER's acts or omissions; e.g. disabling SharePoint in the Control Panel
- (i) Anything outside of the direct control of QUOTAGUARD.COM

Service Levels

Term of the Service Level Agreement

This Service Level Agreement shall only become applicable to the Services upon the later of (a) completion of the “stabilization period,” as such term is defined in the Statement of Work (if any), or (b) ninety (90) days from the client registration date.