

## MAILLABS – SERVICE LEVEL AGREEMENT

This agreement is between you, the subscriber to the Maillabs service, and Maillabs who hosts the Maillabs email and collaboration service.

### **Terms that apply to Hosted Exchange (email) customers:**

#### **Outgoing Bulk / Junk / Spam Mail Policy**

Maillabs defines “Spam/Junk emailing” as “the sending of e-mail(s) to users that have not explicitly asked to receive the sender's message”.

Maillabs defines “Bulk emailing” as “the sending of e-mail(s) in a bulk fashion regardless of whether or not the recipient of such email(s) have requested the correspondence”.

Sending either spam or bulk email through the Maillabs system is not permitted and will not be tolerated. Maillabs reserves the right to refuse, suspend, or even terminate service at any time, and without preceding warnings, to anyone who violates or intends to violate this policy. Maillabs will not be held responsible if your domain name is blocked by internet service providers (ISPs) for sending spam/bulk e-mails.

Maillabs also reserves the right to limit the number of outgoing recipients of an individual email message to one hundred (100).

#### **Free Trial Period**

The Maillabs free trial period is for 30 days. After 30 days, the free trial will automatically be converted to a regular monthly subscription. If you do not wish to continue with the service, you must cancel within the 30 day trial period by sending an email to [cancel@maillabs.net](mailto:cancel@maillabs.net) Please supply domain name and reason for cancellation (for our customer service records). The free trial applies only to the Maillabs Exchange 2010 hosting offering. Blackberry and all other services are not part of the free trial offer. Unless otherwise agreed, the free trial offer is limited to a maximum of 30 Maillabs Exchange mailboxes.

#### **Month to Month Term**

After the free trial, your account will be automatically renewed on a month to month basis at the then current monthly subscription rate. There is no minimum term of service. You may cancel the service at any time by sending an email to [cancel@maillabs.net](mailto:cancel@maillabs.net) with your domain name and reason for cancellation. Requests for cancellation must be submitted via email. Service is billed at the start of each service month (based on the day of the month you signed up for service) for the following month and we cannot give any refunds for partial month's service.

## Service Level Agreement

Maillabs will make its best effort to provide each customer with 99.9% uptime. Maillabs has a policy of discounting its monthly subscription rate by 20% for each 4 hours of downtime per month over the 99.9% rate. "Uptime" and "Downtime" is recorded and calculated on a monthly basis. This does not include scheduled downtime for weekly server/network maintenance (usually less than 10 minutes total and usually scheduled for Sundays, midnight eastern). This also does not include end-user internet connection issues or general internet congestion. Account credits and overall liability of Maillabs is hereby limited to a maximum one month's service during the month of the outage. **NOTE: This Service Level Agreement covers Maillabs Hosted Exchange, Hosted SharePoint, Archiving and Compliance and DNS Services only. BlackBerry Enterprise and other wireless services are not covered under the Service Level guarantee.**

What Maillabs supports - the following areas are covered under the Maillabs support policy:

- Connectivity to the Maillabs Service - talking/instructing the end-user through configuring and connecting to the Maillabs email server(s) and receiving/sending email
- Configuration of Microsoft Outlook® Software – talking/instructing the end-user through configuring Microsoft Outlook® and higher for Windows PCs
- Creation of additional Maillabs mailboxes, distribution lists, and user aliases
- Issues related to Public Folders
- Issues related to security settings within the exchange (server-side) environment
- DNS Related Issues

What Maillabs does not specifically support – the following areas are handled on a “best efforts” basis as a courtesy to our customers:

- Configuration of customer firewall software and/or hardware that could affect connectivity to the Maillabs service
- Installation of Microsoft Outlook® Software
- Configuration of customer antivirus software that could affect connectivity to the Maillabs service
- Issues related to customer’s connection to the Internet. (i.e. Leased Line, ADSL, Cable Modem, DSL Modem, Dial-Up accounts, etc.)
- Issues related to other email accounts or personal folders (non-Maillabs) configured within customers Microsoft Outlook® software
- Issues related to general use of the Microsoft Outlook® software – (i.e. training, etc.)
- Email client software other than Microsoft Outlook®
- Use of Maillabs service on a Macintosh or non-Windows computer

## Security and Reliability

The security and reliability of the Maillabs email and collaboration service is our highest priority. Maillabs works hard to run a solid, hassle-free service. However, there are times when we cannot guarantee 100% reliability:

- Internet congestion
- Automatic System Updates – Maillabs servers regularly update themselves with patches and bug fixes. Occasionally, these patches/fixes can affect our servers in an unexpected, detrimental way. Many of these patches/fixes are installed automatically and cannot always be tested prior to their implementation.
- Terrorist Attack
- Acts of God
- Virus/Worm/Denial of Service Attack

You specifically agree that Maillabs cannot be held liable for any missing data, corrupted data, and incorrect transmission of data, failure to provide service, delay of service provision or anything in any way connected to the Maillabs service in excess of the cost of service provided. Cumulative liability of Maillabs to a customer shall not exceed the total monthly service fee of the immediate prior one month of service.

#### **Transmission of Data**

You agree that Maillabs is not responsible for any unauthorised access or modification of your data stored by or transmitted via the Maillabs service. You also agree that Maillabs is not responsible or liable for any content sent using, or received from, the Maillabs service including that which may be illegal, obscene, defamatory, threatening or that may violate any trademark or copyright.

#### **Incoming Bulk / Junk (Spam) Mail Policy**

Maillabs provided a premium anti-spam service to help prevent incoming spam. Maillabs cannot be responsible for filtering out unwanted/offensive content sent to your Maillabs account or that may exceed the capacity of your Maillabs account.

#### **Maillabs Virus Policy**

The Maillabs service provides virus protection against incoming email viruses sent to your Maillabs addresses. All incoming messages to your Maillabs domain are scanned. It is our policy to delete affected attachments prior to delivery to your Maillabs mailbox. Maillabs virus protection uses the latest technologies to help ensure your protection. Our server software (virus patterns) is updated nightly. Virus protection is an ongoing process and it's impossible to protect against 100% of the virus threats and unfortunately we cannot be held responsible for new viruses that are not detected by our scanning software. End-users are responsible for protecting their computers and ensuring they are virus-free. We recommend that each end-user run a local anti-virus software package on their PC for additional protection. Maillabs will not be held responsible if your domain name is blocked by internet service providers (ISPs) for sending virus-infected emails. Most viruses are transmitted by email, but not all. If your email software is connected to another email service other than Maillabs, it is possible that virus-infected email could be pulled into your Maillabs account from another service. Maillabs cannot be held responsible for virus-infected email originally sent to email services outside of Maillabs.

#### **Use of Microsoft Outlook® Software**

Advanced & Enterprise Plan Subscribers are provided with Outlook 2010 as part of the subscription service. The license fee is included with the monthly Maillabs service fee;

however we may charge a nominal fee to ship the media to you. End-users are allowed to install the software one time and only on one PC for each Maillabs mailbox. Each end-user/individual using the Maillabs service must purchase an individual Subscriber Access License (SAL) - otherwise known as a “mailbox” for this service. Unfortunately, sharing of a single mailbox is not allowed unless additional licenses are purchased on a monthly basis for each user. If you cancel your Maillabs account you acknowledge that you are responsible for uninstalling any Microsoft Outlook® client software that is licensed as part of the Maillabs service.

### **Size of Mailbox**

Each mailbox has a storage capacity or limit. This is done to protect your account and others from potentially large volumes of email sent to a single address that could disable or halt the email system server. Additional storage can be purchased by emailing [support@maillabs.net](mailto:support@maillabs.net) It is the end-user’s responsibility to ensure that his/her mailbox does not reach capacity. Maillabs is not responsible for email lost due to full mailboxes.

### **Passwords**

It is the end-user’s responsibility to keep his/her password confidential, and to change the password on a regular basis. Maillabs is not responsible for any data losses or security issues due to stolen passwords. Maillabs recommends that you use passwords that contain numbers and symbols in order to prevent unauthorised users from guessing commonly-used choices (i.e. “12345”, “password”, etc.). Maillabs support does not have access to viewing existing passwords. For security reasons, Maillabs support can only reset passwords.

### **Cancelled Accounts**

Upon cancellation, your Maillabs email and contact data located on Maillabs’s servers may no longer be available. It is the end-user’s responsibility to retrieve this data prior to the request for cancellation of the service. Maillabs cannot guarantee retrieval of data once an account is cancelled.

### **Hosted Exchange Backup Policy:**

**Nightly Disaster Recovery Backups (included)** Maillabs conducts nightly disaster recovery backups where we backup each mail store every night. This is the industry standard method of backing up hosted Microsoft Exchange Server data. A mail store is the email database that contains numerous mailbox accounts. This disaster recovery backup is used if a mail store becomes corrupted or fails for another reason. This protects the customer in the event Maillabs suffers a system failure or other event that requires the recovery of an entire mail store. **Due to the nature of this backup technology, our engineers are not able to restore data from an individual mailbox. If a customer deletes items inadvertently, they may be able to recover those items via the Deleted Item/Mailbox Retention feature below. Customers who need the ability to restore individual user data from a backup should consider the Maillabs Archiving and Compliance solution.**

### **Brick Level Backups (not offered)**

The base Maillabs service does not include nightly "Brick Level" backups. We apologise but Maillabs does not offer Brick Level backups. Customers who need additional backup

retention, may choose the Maillabs Archiving and Compliance solution. Maillabs utilises industry standard practices in backups and restoration of Hosted Exchange data.

### **Deleted Item/Mailbox Retention (included)**

Maillabs servers are configured to keep a cache or live backup for a period of 7 days containing deleted items and 30 days for deleted mailboxes. If a user deletes an item from their mailbox the system will let them restore it via Microsoft Outlook®. To recover the deleted item, the item has to actually have been deleted – i.e. if a user "drags" the data or otherwise exports the data off the server, the system does not treat this as a delete. In that situation the data may not be recoverable. Additionally if a customer deletes an entire mailbox via the administration console, we can also restore that mailbox within the 15 day period for a nominal service fee. Deleted Item/Mailbox retention protects the customer in the event they execute a delete command against an individual mailbox or individual mailbox data.

### **Terms that apply to Hosted SharePoint Service customers:**

The SharePoint free trial period is for 30 days. After 30 days, the free trial will automatically be converted to a regular monthly subscription. If you do not wish to continue with the service, you must cancel within the 30 day trial period by sending an email to [cancel@maillabs.net](mailto:cancel@maillabs.net). Please supply domain name and reason for cancellation (for our customer service records).

### **Month to Month Term**

After the free trial, your account will be automatically renewed on a month to month basis at the then current monthly subscription rate. There is no minimum term of service. You may cancel the service at any time by sending an email to [cancel@maillabs.com](mailto:cancel@maillabs.com) with your domain name and reason for cancellation. Requests for cancellation must be submitted via email. Service is billed at the start of each service month (based on the day of the month you signed up for service) for the following month and we cannot give any refunds for partial month's service.

### **Service Level Agreement**

Maillabs will make its best effort to provide each customer with 99.9% uptime for SharePoint service hosting. Maillabs has a policy of discounting its monthly subscription rate by 20% for each 4 hours of downtime per month over the 99.9% rate. "Uptime" and "Downtime" is recorded and calculated on a monthly basis. This does not include scheduled downtime for weekly server/network maintenance (usually less than 10 minutes total and usually scheduled for Sundays, midnight eastern). This also does not include end-user internet connection issues or general internet congestion. Account credits and overall liability of Maillabs is hereby limited to a maximum one month's service during the month of the outage.

What Maillabs supports on SharePoint – the following areas are covered under the Maillabs SharePoint support policy:

- Connectivity to the SharePoint Service – talking/instructing the end-user logging into to the SharePoint server(s).
- Connectivity of SharePoint Designer tools to modify SharePoint Sites (Note Maillabs does not support customer *use* of Designer. Maillabs does however provide fee based Programming expertise in the customisation of SharePoint Sites.
- Creation of SharePoint sub-sites and users
- Installation of Templates provided by Microsoft

What Maillabs does **not** specifically support on SharePoint Hosting– the following areas are handled on a “best efforts” basis as a courtesy to our customers:

- Training on the use of SharePoint and Microsoft Office features.
- Use of Microsoft provided Templates
- Use of Microsoft Office
- Use of SharePoint services on a Macintosh or non-Windows computer
- Migrating or importing of data from previous SharePoint sites or user provided SharePoint backup files

#### **SharePoint Backup Policy:**

**Nightly Disaster Recovery Backups (included)** Maillabs conducts nightly disaster recovery backups where we backup each SharePoint database every night. This is the industry standard method of backing up hosted SharePoint services data. This protects the customer in the event Maillabs suffers a system failure or other event that requires the recovery of an entire mail store. If a customer needs a specific SharePoint site recovered due to no fault of Maillabs, we may charge a service fee for this recovery service.

#### **Terms that apply to all customers:**

##### **Limited Liability**

LIMITED LIABILITY. IN NO EVENT WILL MAILLABS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF MAILLABS FOR ANY CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR SERVICE, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT OF SERVICES FEES PAID BY THE CUSTOMER EITHER DIRECTLY TO MAILLABS OR THROUGH A PARTNER/RESELLER FOR SERVICE RENDERED FOR THE IMMEDIATELY PRIOR ONE (1) MONTH OF BILLING.