

Everyone.net Service Level Agreement

1. Standard Terms Applicable to each SLA:

A. Definitions. Except as otherwise modified or defined herein, all capitalized terms in this Hosted Services Service Level Agreement have the same meanings as set forth in the General Terms and Conditions and the applicable Product Exhibit (collectively, "Agreement"). For purposes of this Hosted Services Service Level Agreement the following definitions will apply.

A.1 "Scheduled Maintenance Window" means the window during which weekly scheduled maintenance of the Hosted Service may be performed. The Scheduled Maintenance Window is between the hours of Friday 9:00 p.m. to Saturday 5:00 a.m. Pacific time.

A.2 "Emergency Maintenance" means any time outside of Scheduled Maintenance Window that Everyone.net is required to apply urgent patches or fixes, or undertake other urgent maintenance activities. If Emergency Maintenance is required, Everyone.net will contact Customer and provide the expected start time and the planned duration of the Emergency Maintenance and if Everyone.net expects the Hosted Service to be unavailable during the Emergency Maintenance.

A.3 "System Availability" means the percentage of total time during which a Hosted Service product is available to Customer, excluding Scheduled Maintenance Window and Emergency Maintenance.

B. Service Credits

B.1 "Service Credit" means the percentage of the monthly Subscription Fees paid or payable for the Hosted Service product that is awarded to Customer for a validated claim associated with that portion of the Hosted Service related to breach of the applicable SLA during that month.

B.2 In any given month Customer shall in no event be entitled to receive a credit that exceeds 100% of its monthly Subscription Fee for the nonconforming Hosted Service product.

B.3 Any Service Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Hosted Service product subscription period for which the Service Credit applies. Service Credits earned by Customer hereunder will be applied against amounts due for an Extension Term. If Service Credits cannot be applied to future Subscription Fees because the Agreement has terminated due to Everyone.net's breach of the Agreement, Everyone.net will promptly pay Customer the amount of the Services Credit.

C. SLA Claims

C.1 Customer must notify Everyone.net Customer Support within five (5) business days from date of incident it first believes entitles it to receive a remedy under any one of the SLAs set forth below. If requested by Everyone.net Customer will provide Everyone.net a live copy of the applicable email with the original Everyone.net headers (complete and untampered with) for analysis. Failure to comply with these reporting requirements may forfeit Customer's right to receive a remedy in connection with an SLA.

C.2 For all claims subject to validation by Everyone.net, Everyone.net will use log files, database records, audit logs, and any other information available to validate claims and make a good faith judgment on the applicability of SLAs to said incident. Everyone.net shall make information used to validate a SLA claim available for auditing by Customer at Customer's request.

C.3 In the event that more than one aspect of a Hosted Service product is affected by the same root cause, the single SLA applicable to such Hosted Service product of Customer's choosing may be claimed and no other claim will be validated or otherwise allowed for that event.

C.4 Except for gross negligence or willful misconduct, the remedies set forth herein represents Customer's sole and exclusive remedy for Everyone.net's breach of the SLAs defined in this SLA.

D. Exclusions

D.1 Customer shall not have any remedies under any SLA to the extent any SLA claim is due to: (i) use of the Hosted Service product outside the scope described in the Agreement; (ii) Customer Equipment and/or third party software, hardware or network infrastructure outside of Everyone.net's data center and not under the direct control of Everyone.net; (iii) failure of Customer to meet the configuration requirements for Customer Equipment set forth in the Documentation; or (iv) a Force Majeure Event.

2. EMAIL HOSTED SERVICE SLAs. The following SLAs apply to the Everyone.net Email Hosted Service.

A. SYSTEM AVAILABILITY SLA.

A.1 Everyone.net warrants at least 99.99% email System Availability to Customer for access to existing data as well as the filtering and delivery of email (e.g. the Email Hosted Service shall not be unavailable more than 283 seconds per month) during each calendar month, excluding Scheduled Maintenance Window and Emergency Maintenance.

A.2 Remedy. If the email System Availability is less than 99.99%, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Everyone.net will provide Customer with a Service Credit for the month in which the failure to meet the email System Availability SLA has occurred. The Service Credit will be calculated in accordance with the table below.

| % of Email System Availability per Calendar Month | Service Credit |
|---|----------------|
| < 99.99% | 25% |
| < 99.0% | 50% |
| < 98.0% | 100% |

B. Email Delivery SLA

B.1 Everyone.net warrants that the average of Email Service Hosted Service Email Delivery (as defined below) times, as measured in minutes over a calendar month, will be one (1) minute or less.

B.2 For purposes of this SLA "Email Delivery" is defined as the elapsed time from when a business email enters the Email Hosted Service network to when it appears in a user mailbox. Everyone.net may use test emails to measure Email Delivery time.

B.3 This SLA applies only to legitimate business email (e.g. not to non-solicited bulk email) delivered to valid Mailbox accounts that are contracted for the Email Hosted Service.

B.4 Customer shall not have any remedies under this SLA to the extent any SLA claim hereunder is due to (i) delivery of email to quarantine; (ii) email in deferral queues; or (iii) email loops.

B.5 Remedy. If in any calendar month the Email Delivery SLA is not met and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Everyone.net will provide Customer with a Service Credit for the month in which the failure to meet this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

| Average Email Delivery Time | Service Credit |
|-----------------------------|----------------|
| > 1 minute | 25% |
| > 5 minutes | 50% |
| > 10 minutes | 100% |

C. Virus Filtering SLA

C.1 Everyone.net warrants that the Email Hosted Service will Filter (as defined below) 100% of all Viruses (as defined below) contained in an inbound email to a Customer Mailbox for which an Email Hosted Service subscription has been purchased.

C.1.1 Everyone.net warrants that the Email Hosted Service will Filter 100% of all Viruses contained in an outbound email from a Customer Mailbox for which an Email Hosted Service subscription has been purchased.

C.2 For purposes of this SLA, the following definitions shall apply:

C.2.1 "Filter" means to detect and block or quarantine all email messages with Viruses that (i) match an available virus signature; (ii) are identifiable by industry standard anti-virus engine heuristics; or (iii) are propagated through registered attachment types.

C.2.2 "Infection" means if an inbound email to a Customer Mailboxes for which an Email Hosted Service subscription has been purchased is delivered with a Virus, or if an outbound email from a Customer Mailbox for which an Email Hosted Service subscription has been purchased is processed through the Email Hosted Service with a Virus without being quarantined.

C.2.3. "Virus" means a binary or executable code whose purpose is to gather information from the infected host (such as trojans), change or destroy data on the infected host, use inordinate system resources in the form of memory, disk space, network bandwidth or CPU cycles on the infected host, use the infected host to replicate itself to other hosts, or provide control or access to any of the infected host's system resources.

C.3 This SLA does not apply to (i) text messages that use fraudulent claims to deceive the Customer and/or prompt the Customer to action (such as phishing); (ii) a binary or executable code installed or run by an end user that gathers information for sales and marketing purposes (such as spyware); (iii) a virus that has been detected and has been cleaned by other virus scanning products; (iv) an ineffective or inactive virus contained in a bounced email; (v) a Virus-infected email that is quarantined by the Hosted Services but is subsequently delivered to an end user or administrator by such end user or administrator; (vi) emails containing attachments that are password protected, encrypted or otherwise under an end user's control; or (vii) any action by a Customer end user or administrator that results in deliberate self-infection.

C.5 Remedy. If a validated Infection occurs in any calendar month, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Everyone.net will provide Customer with a Service Credit for the month in which the failure to meet this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

| Number of validated infections that occurred during a month | Service Credit |
|---|----------------|
| 1 to 3 Validated Occurrences | 25% |
| 3 to 5 Validated Occurrences | 50% |
| > 5 Validated Occurrences | 100% |

D. Spam Inbound Effectiveness SLA

D.1 Everyone.net warrants that the Email Hosted Service will detect 99% of inbound spam in each calendar month.

D.2 This SLA does not apply to false negatives to invalid Mailboxes.

D.3 Everyone.net will make a good faith estimation of the spam capture rate based on the regular and prompt submission to the Email Hosted Service support center of all false negatives to report spam missed by Email Hosted Service.

D.4 Everyone.net will estimate the percentage of spam detected by the Email Hosted Service by dividing the number of spam emails identified by the Email Hosted Service as recorded in the Email Hosted Service report logs by all spam emails sent to Customer. Everyone.net will estimate all spam emails sent to Customer by adding the number of spam messages (false negatives) missed by the Email Hosted Service and reported to the Email Hosted Service support team to the number of spam emails detected by the Email Hosted Service.

D.5 Remedy. If the Email Hosted Service detects less than 99% of inbound spam in any calendar month, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Everyone.net will provide Customer with a Service Credit for the month in which the failure to meet this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

| If monthly average spam capture rate falls below | Service Credit |
|--|----------------|
| < 99% | 25% |

| | |
|-------|------|
| < 98% | 50% |
| < 95% | 100% |

E. Spam Outbound Effectiveness SLA

E.1 Everyone.net warrants that the Email Hosted Service will detect 95% of outbound spam in each calendar month.

E.2 Everyone.net will make a good faith estimation of the spam capture rate based on the regular and prompt submission to the Email Hosted Service support center of all false negatives to report spam missed by Email Hosted Service.

E.3 Everyone.net will estimate the percentage of spam detected by the Email Hosted Service by dividing the number of outbound spam emails identified by the Email Hosted Service as recorded in the Email Hosted Service report logs by all outbound emails sent from the Customer through the Email Hosted Service. Everyone.net will calculate the total number of emails sent from the Customer through the Email Hosted Service in each calendar month.

E.4 Remedy. If the Email Hosted Service detects less than 95% of outbound spam in any calendar month, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Everyone.net will provide Customer with a Service Credit for the month in which the failure to meet this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

| If monthly average spam capture rate falls below | Service Credit |
|--|----------------|
| < 95% | 25% |
| < 93% | 50% |
| < 90% | 100% |

F. False Positive SLA

F.1 Everyone.net warrants that the ratio of legitimate business email incorrectly identified as spam by the Email Hosted Service to all email processed by the Email Hosted Service for Customer in any calendar month will not be greater than 1:350,000.

F.2 Everyone.net will make a good faith estimation of the false positive ratio based on evidence timely supplied by Customer.

F.3 This SLA does not apply to (i) bulk, personal, or pornographic email; (ii) emails containing a majority of non-English language content; or (iii) emails blocked by a policy rule, reputation filtering, or SMTP connection filtering

F.4 Remedy. If Everyone.net does not meet this SLA in any calendar month, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Everyone.net will provide Customer with a Service Credit for the month in which the failure to meet this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

| False Positive Ratio in a Calendar Month | Service Credit |
|--|----------------|
| > 1:350,000 | 25% |
| > 1:50,000 | 50% |
| > 1:1,000 | 100% |