



Vircom modusCloud Service Level Agreement

1. Standard Terms Applicable to each SLA:

A. Definitions. Except as otherwise modified or defined herein, all capitalized terms in this Vircom modusCloud Service Level Agreement have the same meanings as set forth in the Vircom modusCloud End User License Agreement (the "Agreement"). For purposes of this Vircom modusCloud Service Level Agreement the following definitions will apply.

A.1 "Scheduled Maintenance Window" means the window during which weekly scheduled maintenance of the modusCloud Service ("Service") may be performed.

A.2 "Emergency Maintenance" means any time outside of Scheduled Maintenance Window that it is required to apply urgent patches or fixes, or undertake other urgent maintenance activities.

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

B. Service Credits

B.1 For each of the SLAs described in Section 2, if in any calendar month the SLA is not met and if Customer has fulfilled all of its obligations under the Agreement and the SLA, Customer will be provided with a Service Credit for the month in which the failure to meet the SLA has occurred. The Service Credit will be calculated in accordance with the tables in Section 3.

B.2 "Service Credit" means the percentage of the monthly fees paid or payable for the Service that is awarded to Customer for a validated claim associated with the Service related to breach of the applicable SLA during that month.

B.3 In any given month Customer shall in no event be entitled to receive a credit that exceeds 100% of its monthly fee for the Service.

B.4 Any Service Credits earned by Customer hereunder will be applied to the fees owed by Customer for the next Service subscription period for which the Service Credit applies. Service Credits earned by Customer hereunder will be applied against amounts due for the next subscription period. If Service Credits cannot be applied to future fees because the Agreement has terminated due to Vircom's breach of the Agreement, Customer will be paid the amount of the Service Credit.

C. SLA Claims

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

C.3 For all claims subject to validation by Vircom, Vircom 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. Vircom shall make information used to validate a SLA claim available for auditing by Customer at Customer's request.

C.4 In the event that more than one aspect of the Service product is affected by the same root cause, the single SLA applicable to such Service of Customer's choosing may be claimed and no other claim will be validated or otherwise allowed for that event.

C.5 Except for gross negligence or willful misconduct, the remedies set forth herein represents Customer's and/or Channel Partner's sole and exclusive remedy for Vircom's breach of the SLAs defined in this SLA.

D. Exclusions

D.1 Neither Customer nor Channel Partner shall have any remedies under any SLA to the extent any SLA claim is due to:
(i) use of the Service outside the scope described in the Agreement; (ii) Customer equipment and/or third party software, hardware or network infrastructure outside of Vircom or Vircom supplier data center and not under the direct control of Vircom or Vircom supplier; (iii) failure of Customer and/or Channel Partner to meet the configuration requirements for Customer equipment set forth in the documentation; or (iv) a force majeure event.

2. SLA Overview

A. Filtering System Availability SLA.

A.1 Vircom warrants at least 99.999% System Availability for the filtering and delivery of email during each calendar month excluding Scheduled Maintenance Window and Emergency Maintenance.

B. Email Delivery SLA

B.1 Vircom warrants that the average of 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 Service network to when it exits the Service network.

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

C. Virus Filtering SLA

C.1 Vircom warrants that the Service will Filter (as defined below) 100% of all Viruses (as defined below) contained in an inbound email to an Active User account for which a Service subscription has been purchased.

C.1.1 Vircom warrants that the Service will Filter 100% of all Viruses contained in an outbound email from an Active User for which a 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 an Active User is delivered with a Virus, or if an outbound email from an Active User is processed through the 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 Channel Partner and/or prompt the Customer and/or Channel Partner 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 Service 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.4 Customer will not be eligible to receive a remedy under this SLA if Customer does not provide Vircom with conclusive written evidence that the Virus was caused by an email that passed through the Service network.

D. Spam Inbound Effectiveness SLA

D.1 Vircom warrants that the Service will detect 99% of inbound spam in each calendar month.

D.2 This SLA does not apply to false negatives to invalid Active User accounts.

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

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

E. False Positive SLA

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

E.2 Vircom will make a good faith estimation of the false positive ratio based on evidence timely supplied by Customer and/or Channel Partner.

E.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 content filtering rule.

3. SLA Schedules

System Availability	Service Credit
< 99.999%	25%
< 99.0%	50%
< 98.0%	100%

Spam Inbound Effectiveness	Service Credit
< 99%	25%
< 98%	50%
< 95%	100%

Email Delivery	Service Credit
> 1 minute	25%
> 5 minutes	50%
> 10 minutes	100%

False Positive	Service Credit
> 1:350,000	25%
> 1:50,000	50%
> 1:1,000	100%

Virus Filtering	Service Credit
1 to 3 Validated Occurrences	25%
4 to 5 Validated Occurrences	50%
> 5 Validated Occurrences	100%