

MICROSOFT EXCHANGE HOSTING SERVICE LEVEL AGREEMENT (“SLA”)

V1.20 – April, 2006

PURPOSE:

This purpose of this Service Level Agreement (“SLA”) is to document the level of service provided with the Microsoft Exchange Hosting Service, as described herein (“Services”) offered and supported by SoftCom Inc., parent company of myhosting.com.

SUPPORT INFRASTRUCTURE:

SoftCom provides support services by way of the following functional areas:

CUSTOMER CARE: provides all 1st and 2nd level support for all inquires and manages problem escalation

OPERATIONS: provides technical administration to resolve all system and software related issues that have been escalated by Customer Care.

SOFTWARE DEVELOPMENT: provides application and development services for all technical issues related to application related trouble tickets. Escalations will be made to this group only after Operations is unable to resolve.

SERVICE DESCRIPTION:

1. Customer Support – 7 days a week, 24 hours a day in English
2. Network monitoring and problem resolution;
3. Server hardware maintenance, monitoring and problem resolution;
4. Operating System maintenance, patching, upgrading, monitoring and problem resolution - Port and application level monitoring from within our network and from external networks. SoftCom also monitors disk, memory and CPU utilization in addition to DNS queries, SMTP mail delivery, concurrent connections and a series of other health checks to ensure the server is running optimally. Should any health checks fail, Operations team is paged immediately to investigate.
5. Microsoft Exchange Server maintenance, patching, upgrading, monitoring and problem resolution – Port and application level monitoring from within our network and from external networks. SoftCom also monitors disk, memory and CPU utilization in addition to DNS queries, SMTP mail delivery, concurrent connections and a series of other health checks to ensure the server is running optimally. Should any health checks fail, Operations team is paged immediately to investigate.
6. Back-up management (one full back-up per week, daily incremental and two full sets of full back-up will be kept at all times for disaster recovery purposes).

SERVICE LEVELS:

DEFINITIONS:

SERVICE AVAILABILITY

Service Availability is defined as the total uptime of the service, measured on a monthly basis, less any maintenance windows (scheduled, unscheduled, emergency, and mandatory) and less any reasons outside of our control, also defined as Force Majeure.

MEAN TIME TO RESTORE (MTTR)

MTTR is the period of time between the point when a service or services fail, and when the service is restored and the system is fully functional.

AVAILABILITY

SERVICE COMMITMENT (measured by the calendar month)

Customer Care Hours	24 hours a day, 7 days a week			
Maintenance Windows	Microsoft Updates	Second Tuesday of each month (6pm – 8pm U.S. Eastern Time)		
	Emergency Fixes	As required with a minimum of 2 hours notice		
Service Availability	Network	99.97%*		
	Server	99.90%*		
	Email Delivery	Round-trip email deliver via SMTP, IMAP4 and POP3 servers within 1 minute without error		
Average Time to Respond		Email	Phone	
	Customer Care	Business Hours**	1 hour	30 min
		Off-Hours	1 hour	Best Efforts
MTTR	Best Efforts			

SUPPORT AVAILABILITY

CUSTOMER CARE	24 hours, 7 days a week, 365 days a year
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* Server and Network availability are defined through http port availability

** The term "Business Hours" shall mean 8am– 5pm Eastern Time Monday – Friday. Official Holidays shall be New Year's Day (January 1), President's Day (US) (Varies), Memorial Day (US) (Varies) Victoria Day (end of May – varies), Canada Day (July 1), Fourth (4th) of July (US) (July 4), Simcoe Day (August – varies), Labor Day (US) (Varies), Thanksgiving Day (US & Canada) (Varies), Day After Thanksgiving (Friday after Thanksgiving), Christmas Day (December 25).

SYSTEM SERVICE AVAILABILITY

Customer will receive a Service Credit ("**Service Credit**"), if applicable, based on the following formula.

ASH = TM – SMM – UMM – MM – FMM – EM

AD = MD – SMM – UMM – MM – FMM – EM

$$\text{UPTIME} = \frac{(\text{ASH} - \text{AD})}{\text{ASH}} * 100$$

TM = Total Minutes. # of minutes that the service should be available as defined in the SLA for the calendar month

UMM = Unscheduled Maintenance Minutes. # of minutes the platform was not available for unscheduled maintenance.

SMM = Scheduled Maintenance Minutes. # of minutes the platform was not available due to scheduled maintenance.

MM = Mandatory Maintenance. # of minutes the platform was not available due to the performance of mandatory maintenance.

FMM = Force Marjorie Minutes. # of minutes the platform was not available due to something outside of SoftCom's control, i.e. Distributed Denial of Service attack, riot, political instability, etc...

EM = Emergency Maintenance. # of minutes the platform was not available due to the performance of emergency maintenance.

MD = Measured Downtime. Measured downtime in minutes.

ASH = Adjusted Services Hours.

AD = Adjusted Downtime.

A credit will be issued based on the following table:

UPTIME (%)		CREDIT
Network	Server	
> 99.97%	> 99.90%	No Credit
99.50% – 99.96%	99.00% - 99.89%	10%
99.00% - 99.49%	98.00% - 98.99%	20%
< 98.99%	< 97.99%	30%

When calculating the uptime, the following exceptions will apply when determining MD.

1. All scheduled service windows throughout that month (scheduled, unscheduled, mandatory, and emergency).
2. All internet connectivity and infrastructure issues/failures not attributed to facilities or equipment owned, leased, purchased or otherwise operated by SoftCom that causes the unavailability.
3. All application related failures attributed to specific applications operated by the Customer that are not maintained and operated by SoftCom that negatively impact SoftCom's ability to provide service.
4. Network or service availability issues related to malicious behaviour perpetrated by the Customer, or their employees, customers, clients, associated, etc... that access the server by any means that negatively impacts the availability of the server, i.e. spamming, probing, spoofing, etc...
5. Network or service availability issues related to denial of service attacks, mail bombing and other flooding techniques.
6. Other unforeseeable circumstances that are outside of SoftCom's control, such as Force Majeure.

Customer is required to notify SoftCom within thirty (30) days of a suspected outage to claim a refund. SoftCom will investigate such claim and using the formula contained herein will determine if any credit is owing.

PERFORMANCE MONITORING:

SoftCom will ensure predictable performance and availability of all Services. This is achieved by actively monitoring the utilization levels (network, server, services and resources). If the situation changes, SoftCom will notify the Customer and advise them of recommendations that should and/or must be made to ensure consist and reliable Service. In some cases, a further investment by the Customer in additional equipment may be required.

DATA INTEGRITY:

SoftCom will use commercially accepted best efforts to ensure all data stored as part of the Services provided is routinely backed up (daily and weekly) for up to a period of two (2) weeks. Notwithstanding the above, the Customer is solely responsible for backing up (and/or archiving) data (locally or remotely) that can be used for restoration purposes. SoftCom reserves the sole right to charge a 'Restoration Fee' if Customer requests that any data requires restoration.

PRIVACY STATEMENT:

SoftCom adheres to the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"). The latest version of our Privacy Policy can be found at - <http://myhosting.com/Privacy-Policy/>

CUSTOMER RESPONSIBILITIES

PROBLEM REPORTING:

Customer is solely responsible for reporting and problems that have with our Services. Customer Care can be reached 24 hours a day, 7 days a week at the following:

- Control Panel** - <https://support.myhosting.com>
- Instant Chat** - Available in Control Panel (<https://support.myhosting.com>)
- Email Support** - support@myhosting.com

Full telephone support is available during **Business Hours** and can be initiated via the **Control Panel**.