



windstream.

SERVICE LEVEL AGREEMENT

Hosted Exchange and Collaboration

This Service Level Agreement (“SLA”) only applies to Windstream’s Hosted Exchange and Collaboration Products, as defined herein (the “Services”). The SLA does not apply to any applications or enhanced telecommunications services, local access circuits, equipment sales and related maintenance services, Enterprise Data Products (Ethernet Internet, Dedicated Internet and MPLS Networking), or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable (collectively referred to herein as Customer’s “Agreement”). To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations. Windstream may update, amend, modify or supplement this SLA from time to time. A current copy of the SLA is located at <http://www.windstream.com/Legal-Notices/>.

Except for the credits identified in this SLA, this SLA does not modify or amend the Agreement between the parties, including but not limited to any warranty disclaimers or limitation of liability provisions. In the event of any conflict between this SLA and the Agreement, this SLA will govern.

1. SERVICE AVAILABILITY.

1.1. Definition. Windstream will provide at least 99.999% Service Availability, measured on a per calendar-month basis. “**Service Availability**” is defined as the ability of a Customer n end-user (“User”) oft to (a) access and retrieve information from such User’s Exchange mailbox using the Services, and (b) send and receive messages via the User’s Exchange mailbox using the Services, each on a per Exchange mailbox basis, provided that Customer’s account is active and enabled. Windstream is not responsible for failure to meet performance objectives for any of the following reasons, which shall not be deemed a loss of Service Availability: (i) circumstances beyond Windstream’s reasonable control, including, without limitation, labor difficulties, governmental orders, acts of God, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, SYN attacks, and other events or any other force majeure event; (ii) any loss of Service Availability for which Customer may have previously obtained credit or compensation outside the terms of this SLA; (iii) actions, failures to act or delays by Customer or Users to use the Service; (iv) failure of power, equipment, services or systems not provided by Windstream; (v) Customer owned or leased equipment or facilities; (vi) maintenance activities (including planned and emergency) as set forth in Section 6 of this SLA; (vi) implementation of a Customer order that requires Services interruption; (vii) failure to report a loss of Service Availability in accordance with the processes described herein or reporting of a trouble where no trouble was found; and (viii) other exclusions addressed in this SLA.

1.2. Calculation.

(a) To calculate Service Availability, Windstream uses a combination of methods, including analyzing logs from both Windstream’s event monitoring system and the actual affected infrastructure components. Windstream will match these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than five (5) minutes in duration will not be included in the calculation of Service Availability.

(b) Windstream does not guarantee incoming and outgoing mail delivery time. Any delay in incoming and outgoing mail delivery time, regardless of the cause, is not included in any calculation of Service Availability.

1.3. Service Availability Credit. Subject to Customer’s valid submission of a credit request and the other conditions herein, if Service Availability for any calendar month falls below 99.999%, Windstream will issue a credit (“**Service Availability Credit**”) in accordance with the following schedule:

Service Availability	Service Availability Credit
99.0% to 99.999%	3% of the Monthly Recurring Charge
98.0% to 98.99%	5% of the Monthly Recurring Charge
95.0% to 97.99%	10% of the Monthly Recurring Charge

90.0% to 94.9%	25% of the Monthly Recurring Charge
89.9% or below	2.5% of the Monthly Recurring Charge for every 1% of lost availability up to the maximum total credit limit

If the subscription period for an affected Service is less than one (1) calendar month, the Service Availability Credit will be adjusted on a pro rata basis.

To request a Service Availability Credit, Customer must: (a) be in good standing with Windstream and current in its obligations; (b) open a technical support ticket by calling 800-316-4581 or 800-600-5050 reporting an apparent Service interruption within forty-eight (48) hours of the event with Windstream’s Enterprise Repair Center; and (c) email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Enterprise Repair Center, Customer name or account number and the dates and specific periods of loss of Service Availability within thirty (30) calendar days of the asserted service outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

Windstream will compare information provided by Customer to the data referenced in Section 1.2 above. A Service Availability Credit will be issued only if Windstream confirms from such data, and in its sole discretion, that a Service Availability Credit is due

Windstream will calculate the Service Availability Credit based on the particular Service for which Service Availability was below the prescribed Service Availability level, the monthly recurring charges for the particular Service, and the percentage of overall individual Exchange mailboxes or other units adversely affected. For example, if the Service Availability Credit pertains to the Service Availability of two (2) Exchange mailboxes out of two hundred (200) Exchange mailboxes purchased, the Service Availability Credit would be calculated as one percent (1%) times the monthly fee for the Exchange mailboxes times the percentage of the monthly fee credited.

2. EXCHANGE 2010 AND 2013 RECOVERY CREDIT (APPLIES SOLELY TO EXCHANGE 2010 AND 2013 PLANS).

Note: Windstream does not (i) maintain historical back-up copies for the purpose of point in time data recovery or (ii) guarantee that backups will be made. Windstream strongly urges Customer to back-up data (including all mailbox and public folder data) themselves or to arrange for third-party backup services.

“Exchange Data” means Customer data located in Microsoft Exchange 2010 and 2013 mailboxes and public folders. If Exchange Data (a) becomes corrupted in Customer’s Windstream-hosted Exchange 2010 or 2013 database, or (b) is lost due to a direct failure of the relevant Windstream hardware or datacenter where the Exchange Data is hosted (each, an “Event”), and Windstream fails to restore the Exchange Data to the last known good state, as determined by Windstream, within seven (7) business days of Customer’s initial submission of a technical support ticket by calling 800-316-4581 or 800-600-5050 and reporting Exchange Data loss, Windstream will issue a credit (“Recovery Credit”) in accordance with the following schedule:

Amount of Exchange Data that Windstream was not able to restore	Recovery Credit
Less than 24 hours of Exchange Data	25% of the Monthly Recurring Charge
24 hours to 48 hours of Exchange Data	50% of the Monthly Recurring Charge
More than 48 hours of Exchange Data	100% of the Monthly Recurring Charge

To request a Recovery Credit, Customer must: (a) be in good standing with Windstream and current in its obligations; (b) open a technical support ticket by calling 800-316-4581 or 800-600-5050 and reporting

Exchange Data loss within forty-eight (48) hours of the event with Windstream's Enterprise Repair Center; and (c) email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Enterprise Repair Center, Customer name or account number and the dates and specific periods of lost or corrupted Exchange Data for which Recovery Credits are being requested, within thirty (30) calendar days of the asserted service outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

Windstream will compare information provided by Customer to the actual Exchange Data that resides in Customer's Exchange 2010 or 2013 database. A Recovery Credit is issued only if Windstream confirms an Exchange Data loss warranting the Recovery Credit. If Windstream is unable to restore the relevant Exchange Data within five (5) business days of a valid Recovery Credit request, Customer will receive a monthly fee credit of one hundred percent (100%).

3. TOTAL CREDIT LIMITS; SOLE AND EXCLUSIVE REMEDIES.

3.1. Total Service Availability Credits. In no event may the Service Availability Credit provided for hereunder in any billing period exceed fifty percent (50%) of the monthly recurring charges for the impacted Service, unless the amount to be credited is less than one dollar (\$1) in which case the credit amount will be one dollar (\$1). Only one (1) Service Availability Credit is available in any given calendar month. NOTWITHSTANDING ANYTHING SET FORTH IN THE EITHER CUSTOMER'S AGREEMENT OR THIS SLA, THE SERVICE AVAILABILITY CREDIT DESCRIBED IN SECTION 1 OF THIS SLA IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY LOSS OF SERVICE AVAILABILITY .

3.2. Total Recovery Credits. Innot event may the Recovery Credit provided for hereunder in any billing period exceed one hundred percent (100%) of the monthly recurring charges for the impacted Services. Only one (1) Recovery Credit is available in any given month. NOTWITHSTANDING ANYTHING SET FORTH IN EITHER THE AGREEMENT OR THIS SLA, THE RECOVERY CREDIT DESCRIBED IN SECTION 2 OF THIS SLA IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY LOSSES ARISING FROM ANY EXCHANGE DATA LOSS.

3.3. Total Credit Limit. The total credits that You may be issued with respect to any calendar month, including the aggregate of Service Availability Credits and Recovery Credits, will not exceed one hundred fifty percent (150%) of the monthly recurring charges charged to Customer during the month for which all such credits are issued.

3.4. No Refund. Credits are applicable only toward use of the Service and are not convertible into cash or any type of refund.

4. TECHNICAL SUPPORT.

Windstream will use commercially reasonable efforts to assist You, through Your authorized Account contacts, with setting up and configuring Your Account, accessing the Services, and resolving other issues related to the Services. Only Your authorized Account contacts may request information, changes, or technical support pursuant to either the written contract executed by the parties or the Windstream Service Terms and Conditions . For more information, visit the technical support page of Windstream's administrative control panel. Windstream's technical support response time depends on the complexity of the inquiry and support request volume.

5. MANAGEMENT.

5.1. Account Management Tools. Through Customer's authorized contacts Customer may manage its account with Windstream's online management tools and end-user control panel. Windstream will not be required to perform any task that can be done through the control panels.

5.2. Custom Configuration. Requests for modification to the standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at Windstream's sole discretion. Windstream does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures which result from non-standard configurations.

5.3. Additional Services. For tasks that cannot be performed through the administrative control panel, Customer may request that Windstream perform professional services on a time and materials basis. The request will include a detailed description of work and the authorized amount of time, in half hour

increments, to perform the work. Windstream may evaluate and revise the request (including the estimated number of hours to perform the work) and reserves the right, in its sole discretion, to decline any request. Any additional services will be performed at Windstream's standard published rates, provided that any emergency services that require commencement within twenty-four (24) hours will be charged at one and a half (1.5) times Windstream's standard published rate. Windstream will use commercially reasonable efforts to perform requested additional services. However, Windstream does not guarantee any particular result from performance of additional services or make any representations or warranties regarding such additional services nor can it be held liable in any way (including for any credits pursuant to this SLA) for Service performance changes or failures which result from performing tasks requested by Customer. Windstream may require a separate agreement for any of these additional services.

6. MAINTENANCE.

6.1. Scheduled Maintenance. In order to maintain performance and security of the Services, Windstream performs scheduled maintenance within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. Loss of Service Availability due to scheduled maintenance will not be included in the calculation of Service Availability. Windstream will use commercially reasonable efforts to notify Customer in advance of any scheduled maintenance that may adversely affect Customer's use of the Services.

6.2. Emergency Maintenance. Windstream may need to perform emergency maintenance, including security patch installation or hardware replacement. Windstream will not be able to provide Customer with advanced notice in case of emergency maintenance. Loss of Service Availability due to emergency maintenance will be excluded from calculations for Service Availability.

7. STORAGE CAPACITY; DATA TRANSFER; SERVER RESOURCES.

Customer is allotted storage capacity and data transfer amounts on Windstream's servers according to the Service and related options selected by Customer. This storage size and data transfer allotments can be increased through the administrative control panel for an additional charge up to the maximum amount allowed for the Service and related options. The servers may stop accepting, processing, or delivering data, including e-mail messages, when such set allotment or the purchased limit is reached thus causing a loss of Service Availability or Exchange Data loss. Windstream will not be responsible for such loss of Service Availability or Exchange Data losses, and such loss of Service Availability will be excluded from calculations for Service Availability. The amount of data stored in a mailbox or a folder affects client and server performance. Large mailboxes or data storage may respond slower to user requests or cause client non-responsiveness while the data is processed. Unlimited capacity allocation per plan is subject to technical limitations of the software used to access such capacity. Windstream has no control over software limitations imposed by a software manufacturer. Unlimited mailboxes or data storage capacity may not be used for archiving services; specific archiving products and services need to be purchased for archiving.

8. CERTAIN LIMITATIONS.

8.1. Anti-Virus Checking. Windstream uses commercially reasonable efforts to maintain third-party, anti-virus software. This software is configured to scan all inbound messages sent between Exchange mailboxes on the server. If a virus is detected or if a message attachment cannot be scanned (for example, when it is encrypted or corrupted), the message and its attachments may be permanently deleted. For Secure Mail product customers, encrypted messages will not be deleted except upon Customer's action to do so. Windstream advises Customer to use up-to-date, local anti-virus software. Windstream is not responsible for any damages to Customer's hardware, software or systems or for loss of Exchange Data due to viruses, including infection of end-user devices or lost or corrupted messages.

8.2. Anti-Spam Message Filter. Windstream uses commercially reasonable efforts to maintain third-party anti-SPAM software on its servers. This software is configured to check all incoming messages according to the SPAM-detecting heuristics provided with the software. Windstream is not responsible for any damage, loss or inconvenience Customer suffers due to anti-SPAM filtering, including lost or corrupted messages. SPAM settings are also configurable by Customer, and Windstream is not responsible for any deleted messages or messages not received as a result of SPAM settings configured by Customer.

8.3. Wireless Exchange Server Access. As an add-on Service, Windstream may provide wireless access to the Exchange server through the use of third-party software. Limited customer control of wireless Exchange server access and configuration may be available through the administrative control panel.

Success in configuration and set up of wireless Exchange server access is highly dependent upon the device and the wireless access provider chosen by Customer. As a result, Windstream does not guarantee access through this method and any loss of Service Availability through wireless access will be excluded from calculations for Service Availability.

9. DATA RESTORATION FROM BACK-UP REQUEST.

Windstream conducts regularly scheduled backups related to the Services but does not guarantee their availability to Customer. Server backup scope and scheduling is at Windstream's sole discretion. Data restore requests may be initiated by Customer through the administrative control panel as an extended service request, subject to availability of the relevant Exchange Data. **WINDSTREAM DOES NOT MAINTAIN HISTORICAL BACK-UP COPIES FOR THE PURPOSE OF POINT IN TIME DATA RECOVERY. WINDSTREAM STRONGLY URGES CUSTOMER TO BACK-UP THEIR ACCOUNT DATA (INCLUDING ALL MAILBOX AND PUBLIC FOLDER DATA) THEMSELVES OR TO ARRANGE FOR THIRD-PARTY BACKUP SERVICES.**

10. DATA RETENTION.

Windstream will not be responsible for retaining any of the Exchange Data after termination of of Customer's Agreement. Exchange Data may be deleted promptly after the Agreement is terminated and from backups during scheduled backup rotation. Windstream will not restore, provide on any storage media or send out any Exchange Data pertaining to terminated Agreements, unless specifically noted in a customized service agreement. **It is Customer's responsibility to back-up and migrate its Exchange Data prior to termination of Customer's Agreement or any other action which can lead to deletion of any of Exchange Data from the Services. For more information on collection, retention and use of customer information, refer to Windstream's Privacy Policy posted at: <http://www.windstream.com/privacy.aspx>.**

Windstream does not guarantee compatibility of the Services with any specific configuration of hardware or software. Windstream encourages Customer to discuss any technical and compatibility issues with Windstream technical support personnel.