SERVICE SCHEDULE

HOSTED EXCHANGE SERVICE

This Service Schedule (the “Schedule”), between Sherweb Inc. ("Provider") and You, the organization purchasing the Hosted Exchange Service ("Service"), as identified as part of the subscription process for the Service ("You" or “Your”), is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement or Partner Master Service Agreement, as applicable ("MSA") by and between Provider and You.

This Schedule includes the terms and conditions governing the Service provided to You under the Agreement. By accepting the MSA, by subscribing to or by using the Service, You agree to be bound by all of the terms and conditions set out in this Schedule. All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.

1. Definitions. For the purposes of this Schedule, the following definition(s) apply:

“Hosted Exchange Service” or “Service” means Provider’s application service for email, calendaring and task management created using Microsoft Exchange server software.

“Microsoft” means Microsoft Corporation or any of its Affiliates.

“Microsoft End-User License Terms” means the latest version of the Microsoft license terms applicable to the End-Users located at http://www.microsoftvolumelicensing.com/. Current version of the Microsoft End-User License Terms is attached hereto as Schedule A.

“Microsoft Product” means a Microsoft software or product provided to You by Provider as part of the Service, as well as any fixes or patches that Microsoft generally makes available to its customers.

2. Service

2.1. Subscription. Subject to the terms and conditions of the Agreement, You may access and use the Service. Provider or its Third-Party Supplier retains all right, title, and interest in and to the Service, including without limitation all computers, other hardware, and software incorporated into or used by the Service, and this Agreement does not grant You any intellectual property rights in the Service or any of its components.

2.2. Migration Service. If Your previous email platform uses an email connection protocol supported by Provider (e.g. POP3 (Post Office Protocol, version 3), IMAP (Internet Message Access Protocol, currently version 4), MS Exchange), Provider may migrate Your data from a third-party system to the Service as part of the Service. Upon request, Provider will provide You with a fee estimate for migrating Your data from a third-party system to the Services. You acknowledge and agree that: (i) the estimate is based upon the information that You provide and may differ from the exact fees applied by Provider; (ii) after Provider begins the migration process, Provider may discover technical limitations related to the configuration of Your data that prevent Provider from successfully completing the migration; (iii) there is a risk of data loss during the migration process and therefore Provider recommends that You create a reliable backup of all data to be migrated prior to the beginning of the migration process; and (iv) Provider is not liable to You or to any third party for any damages arising from or resulting from the loss or corruption of Your data or third party data as part of the migration services.

2.3. Anti-Virus Protection. Provider provides inbound anti-virus scanning as part of the Service and as such, will use commercially reasonable efforts to protect You from email-borne viruses and other computer software threats in connection with the Service. Notwithstanding the foregoing, You acknowledge and agree that Provider cannot guarantee the efficiency of the anti-virus protection solution and makes no warranty against these types of threats.
2.4. **Anti-Spam.** Provider provides anti-spam filtering as part of the Service and as such, will use commercially reasonable efforts to protect You from unwanted emails. Notwithstanding the foregoing, You acknowledge and agree that Provider cannot guarantee the efficiency of the Advanced Spam Firewall and makes no warranty against unwanted emails.

2.5. **Associated Secure Messaging Service.** Notwithstanding the terms of this Schedule, emails sent or received through the Secure Messaging Service shall be exclusively governed by the Secure Messaging Service Schedule available on Provider’s website at [http://www.sherweb.com/legal](http://www.sherweb.com/legal) or at another location communicated to You by Provider.

3. **Usage**

3.1. **Mailbox Size.** You will receive a specified amount of storage assigned to each mailbox, as set forth in Your Service Plan. Warnings are automatically sent via email when an End-User reaches 90% to 95% of the limit granted by the system administrator for such user’s personal mailbox. Another warning is sent via email when an End-User reaches the granted limit. Should an End-User exceed this limit, the End-User will be unable to send or receive email until the End-User either reduces the mailbox size below the imposed limit, or is granted an increase in personal mailbox capacity by the system administrator. Provider is not responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. You should not exceed the creation of more than 250 subfolders and/or 2 Gb total inside Your public folder. Should You exceed the amount of 250 subfolders and/or 2 Gb total, Provider is not responsible for Service Outage and may require You to reduce the number of created subfolders. Furthermore, the number of items per public folder should not exceed 5,000 items. Provider reserves the right to modify the above limits based on the Third-Party Supplier’s specifications.

3.2. **Email Volume.** Inbound and outbound Internet emails may contain a maximum of 1,000 recipients including all addresses in the To, CC, and BCC fields. Additionally, Provider limits End-Users to sending and receiving Internet emails to a maximum of 1,000 recipients per 24 hours. Provider reserves the right to increase the applicable monthly Fees if You exceed the above limitations. The above limitations apply only to Internet messages; internal messages are not limited.

3.3. **Email Size.** Individual email messages (including attachments) inbound from the Internet or outbound to the Internet are limited to 50 Mb. Internet email messages, including attachments greater than 50 Mb, will not be moved through Provider gateways and, instead, will generate an error message to the sender.

4. **Data**

4.1. **Disaster Recovery.** If a backup option is included as part of the Service, Provider conducts daily backups of Your Data. Backups are monitored and checked for errors, and regularly scheduled tests of the restoration procedures are performed. Backup copy retention time is seven (7) days. Provider does not warrant, however, that a valid backup is available for every day of this period. If a disruption of the Service occurs, Provider will assign its highest priority and will use commercially reasonable efforts to ensure the timely restoration of the Service. Depending on the type of disruption that has occurred, Provider may elect to first restore the Service without the data. Any data not immediately accessible after a disruption in the Service will be restored from the most recent backup and made accessible with Provider’s highest priority. In order to ensure the readiness of Provider’s operators to complete the offline restoration process, Provider runs frequent drills to test restoration performance. Provider is not liable for data loss resulting from the failure or loss of backup media.

4.2. **Restoration.** Provider recognizes that from time to time, Your End-Users or Administrative Users may mistakenly delete, in whole or in part, items in Your database or mailbox, as applicable. As this is not a system fault and restoration may require partial implementation of Provider’s disaster recovery procedures, Provider reserves the right to charge You, and You agree to pay for, a restorations Fee of 150$ USD per hour (with a minimum fee of 75$ USD), plus taxes. Provider does not warrant the integrity of the content of each individual backup. Items within a mailbox that have been accidentally deleted can usually be restored directly from the deleted item folder by the End-User, even after the deleted item folder has been emptied (instructions for this procedure are contained within the Outlook® Help system.). Note, however, that Provider retains these deleted items online for no more than seven (7) days. If a public folder or mailbox cannot be recovered from the online deleted items storage, Provider will use commercially reasonable efforts to restore these items as soon as reasonably possible but not more than within four (4) calendar days of an approved written request from Your designated Administrative User acknowledging the applicable Fees.
4.3. **Expiration or Termination.** Unless otherwise agreed to in writing by You and Provider and subject to the advance payment of applicable Fees, all Your Data will be irrevocably deleted promptly as soon as seven (7) calendar days from the termination or expiration of the Service, including if Your Account have been inactive or disabled either by You or by Provider under the terms of the Agreement. You are solely responsible to secure all necessary Data from Your Account prior to termination. Provider will not be responsible or otherwise liable for any loss of Your Data or any damages arising from the deletion of Your Data following termination or expiration of the Service. Provider shall have no obligation to restore, provide on any storage media, or otherwise transmit any data pertaining to existing or terminated Accounts.

5. **Microsoft End-User License Terms.**

By subscribing to the Service, You acknowledge and agree that: (i) the Service incorporates a Microsoft Product; (ii) Provider does not own the Microsoft Product; (iii) Provider’s ability to provide Service to You is contingent upon Your acceptance and continued compliance with certain Microsoft terms and conditions, including the Microsoft End-User License Terms; and that (iv) the Microsoft Product is licensed to You by Microsoft and its use thereof is subject to certain rights and limitations, including the Microsoft End-User License Terms. You agree to comply at all times with the Microsoft End-User License Terms, which Provider does not have authority to vary, alter or amend. If Microsoft updates the Microsoft End-User License Terms, You must accept the updated version of the Microsoft End-User License Terms upon renewal of Your current subscription(s), or upon the purchase of any new subscriptions. If You do not accept the terms of the Microsoft End-User License Terms, You may not subscribe to, access or use the Service.

6. **Pricing.**

Provider may decrease Fees of the Service at any time. Provider may increase Fees of the Service as follows: (i) once each calendar year effective January 1st; and (ii) at any time to offset exchange rate fluctuations for prices other than U.S. dollars.

7. **Email Delivery Times.**

Email messages (including attachments) of less than 20 Mb that are received inbound from the Internet gateways, or those sent from one mailbox on the Service to a second mailbox on the Service, generally will be delivered in 60 seconds or less. Email messages (including attachments) of less than 20 Mb outbound to Internet gateways generally will be sent from the Service within 60 seconds. You acknowledge and agree that (i) delays at the gateways due to a Service Outage Exclusion or to Provider’s spam control functionality are not subject to such delivery times; (ii) Provider makes no covenant regarding the timing of delivery or receipt of email being processed on the Internet; delivery times set forth in this Section 6 apply only to email sent between servers, mailboxes, and/or gateways on the Service.

8. **Service Availability Warranty.**

Provider covenants to a 99.999% Service Availability for the Service. For the purpose of this Schedule, “Service Availability” means the ability to access or use the Service by any of the available email connection protocol offered to use the Service (i.e. OWA, IMap, WebMail).
SCHEDULE A

MICROSOFT END-USER LICENSE TERMS

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document governs the use of Microsoft software, which may include associated software, media, printed materials, and “online” or electronic documentation (individually and collectively, “Products”) provided by SherWeb Inc. (hereinafter referred to as “Provider”). Provider does not own the Products and the use thereof is subject to certain rights and limitations of which Provider must inform you. Your right to use the Products is subject to the terms of your agreement with Provider, and to your understanding of, compliance with, and consent to the following terms and conditions, which Provider does not have authority to vary, alter, or amend.

1. DEFINITIONS.

“Client Software” means software that is installed on a Device that allows the Device to access or utilize the Products.

“Device” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” server or any other hardware where software can be installed that would allow End-User to interact with the Product.

“End-User” means an individual or legal entity that obtains Software Services directly from Provider, or indirectly through a Software Services Reseller.

“Redistribution Software” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

“Software Services” means services that Provider provides to you that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. Provider must provide these services from data center(s) through the Internet, a telephone network or a private network, on a rental, subscription or services basis, whether or not Provider receives a fee. Software Services exclude any services involving installation of a Product directly on any End-User device to permit an End-User to interact with the Product.

2. OWNERSHIP OF PRODUCTS. The Products are licensed to Provider from an affiliate of the Microsoft Corporation (collectively “Microsoft”). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.

3. USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices only in accordance with your agreement with Provider and the terms under this document, and only in connection with the Software Services, provided to you by Provider. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End-User License Agreement that may be presented in electronic form during the installation and/or use of the Client Software.

4. USE OF REDISTRIBUTION SOFTWARE. In connection with the Software Services provided to you by Provider, you may have access to certain “sample,” “redistributable” and/or software development software code and tools (individually and collectively “Redistribution Software”). You may use, copy and/or install the Redistribution Software only in accordance with the terms of your agreement with Provider and this document and/or your agreement with Provider.

5. COPIES. You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Provider; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Provider, upon notice from Provider or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.

6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPIlATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Provider.

8. TERMINATION. Without prejudice to any other rights, Provider may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Provider or Provider’s agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Provider.
9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Provider and not by Microsoft, its affiliates or subsidiaries.

10. PRODUCT SUPPORT. Any support for the Software Services is provided to you by Provider or a third party on Provider’s behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.

11. NOT FAULT TOLERANT. The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage (“High Risk Use”).

12. EXPORT RESTRICTIONS. The Products are subject to U.S. export jurisdiction. Provider must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

13. LIABILITY FOR BREACH. In addition to any liability you may have to Provider, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

14. INFORMATION DISCLOSURE. You must permit Provider to disclose any information requested by Microsoft under the Provider’s Agreement. Microsoft will be an intended third party beneficiary of your agreement with Provider, with the right to enforce provisions of your agreement with Provider and to verify your compliance.