This Service Schedule (the “Schedule”), between Sherweb Inc. (“Provider”) and You, the organization purchasing the Web Hosting 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 Services 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 definitions apply:

“Mail Server Availability” means the ability to retrieve the SMTP and POP headers from the mail server.

“SQL Server Availability” means the ability to receive a response from SQL server on port 1433.

“Web Hosting Service” means Provider’s application service making available shared resources on a server to make a website viewable on the Internet for other users.

“Web Server Availability” means the ability to retrieve the HTTP headers from the hosting server and excluding the ability to use specific applications or server products (such as ColdFusion or ASP.NET applications) deployed on such hosting server.

2. 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.

3. Usage

3.1. 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 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.

3.2. Web Space. Included disk space may only be used for content linked or directly related to the hosted web site. Disk space may not be used at any time as a location to archive and/or backup files not directly related to the hosted web site. Included disk space may not be used to host unusual amount of multimedia files. Multimedia files are defined as any graphics, audio, or video files. Any web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, shall be deemed to be using unusual amount of multimedia files.

3.3. Storage and Data Transfer. You may increase Your allocated storage capacity and data transfer amounts directly through the Control Panel of the Portal subject to additional Fees, up to the maximum amount allowed for each Service Plan or Service. If You exceed Your allocated storage capacity or data transfer amounts, additional Fees will apply in accordance with Provider’s then current standard rates. The Service may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. Provider may not be held responsible for such unavailability or data losses. Your Web servers are configured to log all requests to the log files. The average retention period is one month. The log files are stored in shared server space and not counted towards account’s allocated storage capacity. The maximum size of stored log files is limited to 1 Gb. When this limit
is exceeded, the oldest log files are deleted to bring the usage within allowed limit. Shared servers resources are shared among all accounts hosted on the same server. Provider configures servers in such a way so the accounts are separated from each other to the maximum possible degree. However, due to its nature, shared resources accessibility level cannot be warranted.

4. Data

4.1. Migration Services. Upon request, Provider will provide You with a fee estimate for migrating Your data from a third-party system to the Service. 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 which are calculated based on the actual amount of data migrated; (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 recommend 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.

4.2. Disaster Recovery. 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.

4.3. Restoration. Provider recognizes that from time to time, Your End-Users or administrators may mistakenly delete, in whole or in part, items in Your database, mailbox or websites, 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 a restorations Fee of 150$ USD per hour (with a minimum fee of 75$ USD), plus Taxes. Provider does not guarantee the integrity of the content of each individual backup.

4.4. Termination or Expiration. 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 three (3) 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. Service Availability Warranty.

Provider covenants to a 99.9% Service Availability for the Service, covering: (i) Web Server Availability; (ii) SQL Availability; and (iii) Mail Server Availability. Notwithstanding the foregoing, You acknowledge and agree that: (i) with respect to SQL Server Availability, Provider does not monitor availability of individual SQL databases but only monitors the server availability as a whole; (ii) with respect to Mail Server Availability, the outgoing email protocol used on the mail server (SMTP) is a “store-and-forward” type of protocol that does not warrant immediate delivery of email messages. Therefore, if the mail server’s first email delivery attempt fails, it will re-attempt delivery according to a predefined schedule. If the message fails to be sent for 24 to 72 hours, the messages will be returned to the sender.