

Capitalized terms not defined in this Attachment will have the meanings set forth in the MSA.

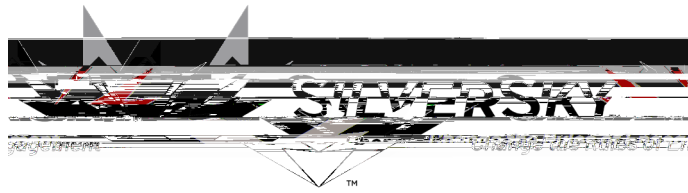
" " will mean electronic communication archiving services, and monitoring services if applicable, described in the _____ to this Attachment. The " " of Services under this Attachment will mean the date on which we first make the Services available to you.

In some instances, the Services may require the installation of software on your hardware. As applicable in those instances, we will provide the Services with respect to the computer systems and other devices you designate to us (each, a " "). If you order Services that are User-based and do not require a Device, we will provide end users that you designate to us (each a "User") with access to and use of those Services. You and your Users will be responsible at your and their own expense for all hardware, desktop software, wireless devices and Internet connections that are required to reach the servers we use to provide the Services, subject to our minimum recommended specifications, unless otherwise set forth herein. The Services are provided on shared servers, unless we agree otherwise in writing.

Prior to the Launch Date, you will appoint up to , yint u8ee L yhein(iii) serving as our authorized technical contact for the Service on the Services that may filter and/or terminate emails sent to or by Users without delivering them; (v) ure of content by submitting an Authorization for Disclosure of Information form to us, and (vi) monitoring e Administrator must attend a training session on the Services, which we will provide at no charge. You may on notice to us.

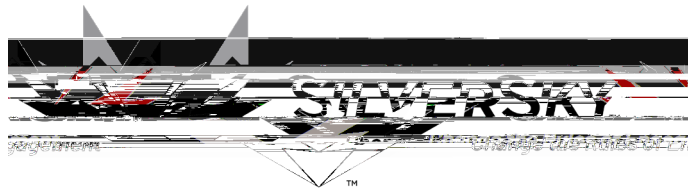
Your use of the Services, and the installation of any hardware or software for use in conjunction with d to monitoring, intercepting or transmitting to us or any third party, any data or communication) must be in represent to us that (i) you have received all permissions and authorizations to use the Services as required of the Services does not require any such permission or authorization. For purposes of this Section 1.4, your ng, monitoring, intercepting, transmitting and other Services conducted by us on your behalf.

This Attachment will be in effect during the Initial Term set forth in Order Form and will thereafter automatically renew for a period equal to the Initial Term as provided in Order Form. The fee schedule listed in Order Form will remain in place during the Initial Term; all fees and related pricing will be subject to a standard price adjustment of a maximum of 5% or the percentage increase in the CPI for the preceding



This Services Order Attachment will become a part of and is expressly incorporated into, the MSA between the parties, and forms the entire agreement between us with respect to the subject matter set forth herein. Capitalized terms not defined in this Attachment will have the meanings set forth in the MSA. The following terms and conditions will apply to the provision and use of the web user interface to access our Email Archive and/or Email Continuity services. " " under this Attachment will mean the Email Compliance Archive and/or Email Continuity service(s).

We are committed to providing a scalable and highly available email archiving solution through the following service commitment ("").



| | |
|----------------------------|-----|
| | |
| < 99.99% but \geq 99.00% | 5% |
| < 99.00% | 10% |

_____. Your sole remedy and the procedure for obtaining your remedy in the event that we fail to meet the Service level metrics set forth above are as follows:

You must notify us in writing at support@silversky.com of the date we failed to meet the Service level metrics within five business days of the date the failure occurred (the " "). We will confirm the information provided in the Claim Notice within five business days of receipt of the Claim Notice. If we cannot confirm the alleged failure to meet a Service level metric, then you and we agree to refer the matter to executives at each company for resolution. If we confirm that we are out of compliance with this Service Level Agreement, you will receive the amount of Service Level Credits stated above for the affected User for the affected month (calculated as a percentage of the amount billed to you for the total number of your end users subscribed to the Service), that will be reflected in our invoice to you in the month following our confirmation of the failure to meet the service level metric(s).

Except as expressly stated above, any remedy you may receive pursuant to this section does not relieve you, or allow a set-off, of any other payment obligations to us under this or any other Services Order Attachment.