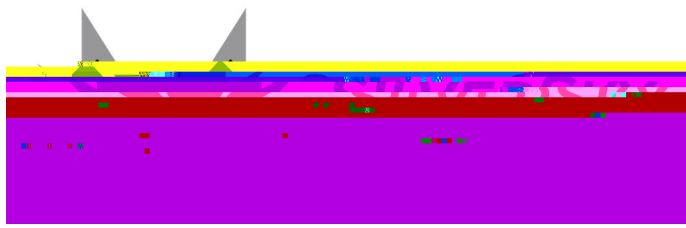


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Capitalized terms not defined in this Attachment will have the meanings set forth in the MSA.

" " will mean electronic communication archiving services, and monitoring services if applicable, described in the Order Form to this Attachment. The "

Prior to the Launch Date, you will appoint up to 3 administrators, each of whom will have the power to act as your agent, with the authority to make decisions and give notices on your behalf (" ") and whose instructions and representations we may rely on. Administrators' authority includes, but is not limited to (i) controlling the creation and deletion of Seats and domain names; (ii) managing changes to Seat information (such as changes to User name or password); (iii) serving as our authorized technical contact for the Services; (iv) setting business rules/policies and/or filters on the Services that may filter and/or terminate emails sent to or by Users without delivering th

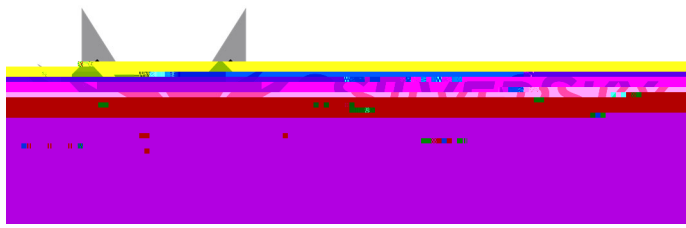


In the event of any future regulatory requirement or similar circumstances that increase the cost of providing the Services, the fees for the Services may be adjusted accordingly and we will give you notice of such change. You will have 30 days after notice of a regulation-induced price increase to terminate the affected Service without incurring a termination fee.

In no event will we be liable to you for any loss arising out of or based upon any fee, penalty, assessment or other action asserted by any governmental or regulatory agency against you.

In addition to your indemnity obligations under the MSA, you will, indemnify us in the manner described in the MSA, for all loss, cost, damage and expense that we incur as a result of your breach of Sections 1.3 and/or 1.4 of this Attachment.

You acknowledge and agree that we and you intend to include, as third party beneficiaries of the Agreement, our software vendors, with all rights and remedies available as if such vendors were a party to this Agreement.

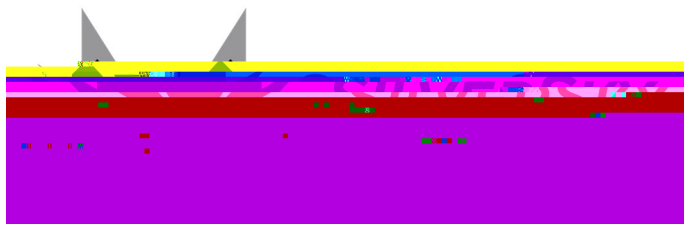


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This Services Order Attachment will become a part of and is expressly incorporated into, the MSA between the parties, and forms the entire agreement between us with respect to the subject matter set forth herein. Capitalized terms not defined in this 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 ("").

\_\_\_\_\_. This Service Level Agreement will only become applicable to the Services upon the later of (a) completion of the "stabilization period," as such term is defined in a Statement of Work (if any), or (b) 30 days from the Service Launch Date.



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< 99.99% but ≥ 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](mailto: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 "Claim Notice"). 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.