



Microsoft Exchange 2007 Hosting Service Agreement

CUSTOMER INFORMATION

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Customer Contact

Name: _____

Phone: _____

Email: _____

Accounts will be billed monthly with Net 15 term

Quantity	Service	Monthly Cost
_____	Hosted Microsoft Exchange 2007 Standard Outlook Client, Secure Outlook Web Access® Wireless ActiveSync connectivity, Nightly Backups 1GB Storage	\$8.99 per mailbox
_____	Hosted Microsoft Exchange 2007 Basic (Web Access Only) Secure Outlook Web Access® Wireless ActiveSync connectivity, Nightly Backups 500MB Storage	\$6.99 per mailbox
_____	Hosted Microsoft Exchange 2007 Enterprise Outlook Client, Secure Outlook Web Access® Wireless ActiveSync connectivity, Nightly Backups 1GB Storage	\$9.99 per mailbox

If you have not already registered your domain we can assist you in registering your domain and serve as your technical contact. Additional fees apply. All mailboxes include Email, Group Calendar, Contacts, and Tasks. Email Antivirus, Anti-Spam, Firewall and Intrusion Protection Services, Secure Outlook Web Access®, Wireless ActiveSync connectivity, and Nightly Backups.

ONE YEAR AGREEMENT

To waive the \$5.00 setup fee for each Hosted Exchange Mailbox, indicate your acceptance of a ONE-YEAR AGREEMENT by initialing below. If you terminate your agreement before your one-year anniversary date you will be charged a \$10 cancellation fee per mailbox.

_____ I agree to a one-year term for each Systems Vault Hosted Exchange Mailbox.

If I cancel this agreement before one year I will be subject to a \$10 cancellation fee per mailbox. After the first year I understand my contract will be maintained on a month-to-month basis and may be canceled at any time without penalty.

SIGNATURE AND DATE

I have read and agree to the Systems Vault Exchange Hosting Service Agreement Terms and Conditions (see back), please initiate the services requested above.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____



Microsoft Exchange 2007 Hosting Service Agreement

SERVICE AGREEMENT TERMS AND CONDITIONS

This agreement is between you, the subscriber to the Systems Vault Exchange Hosting service, and Systems Vault Exchange Hosting, a Nevada Limited Liability Company (LLC) and its successors or assigns.

Outgoing Bulk / Junk / Spam Mail Policy

Sending spam (unsolicited electronic mail) through the Systems Vault Exchange Hosting system is not permitted and will not be tolerated. Systems Vault Exchange Hosting has the right to terminate or refuse service to anyone violating this or any other policy. Systems Vault Exchange Hosting defines spam as "the sending of bulk e-mails or the sending of e-mail to users that have not explicitly asked to receive the sender's message." Systems Vault Exchange Hosting will not be held responsible if your domain name is blocked by internet service providers (ISPs) for sending spam/bulk e-mails. Systems Vault Exchange Hosting reserves the right to limit the number of outgoing recipients of an individual email message to one hundred (100).

Term

After your contract term ends your account will be automatically renewed on a month to month basis at the then current monthly subscription rate. There is no minimum term of service. You may cancel the service at any time by sending an email to support@SystemsVault.com with your domain name and reason for cancellation. Requests for cancellation must be submitted via email or fax. Service is billed at the start of each service month (based on the day of the month you signed up for service) for the following month and we cannot give any refunds for partial month's service.

Service Level Agreement

Systems Vault Exchange Hosting will make its best effort to provide each customer with 99.5% uptime. This does not include end-user internet connection issues or general internet congestion. Account credits and overall liability of Systems Vault Exchange Hosting, LLC is hereby limited to a maximum one month's service during the month of the outage.

NOTE: This Service Level Agreement covers Microsoft Exchange Hosting and related DNS Services - Managed Hosting, Internet Connectivity, and other services are not covered under this agreement.

The following areas are covered under the Systems Vault Exchange Hosting support policy:

- ✦ Connectivity to the Systems Vault Exchange Hosting Service – instructing the end-user through configuring and connecting to the Systems Vault Exchange Hosting email server(s) and receiving/sending email
- ✦ Configuration of Microsoft Outlook® Software – instructing the end-user through configuring Microsoft Outlook® for Windows PCs
- ✦ Creation of additional Systems Vault Exchange Hosting mailboxes, distribution lists, and user aliases
- ✦ Issues related to security settings within the exchange (server-side) environment
- ✦ DNS Related Issues

Systems Vault Exchange Hosting does not specifically support the following under this agreement but will assist customers on a "best efforts" basis as a courtesy to our customers or may charge additional fees for these support services:

- ✦ Configuration of customer firewall software and/or hardware that could affect connectivity to the Systems Vault Exchange Hosting service
- ✦ Installation of Microsoft Outlook® Software
- ✦ Configuration of customer antivirus software (Norton Antivirus 2003, etc.) that could affect connectivity to the Systems Vault Exchange Hosting service
- ✦ Issues related to customer's connection to the Internet. (i.e. T1, Cable Modem, DSL Modem, Dial-Up, etc.)
- ✦ Issues related to other email accounts or personal folders (non-Systems Vault Exchange Hosting) configured within customers Microsoft Outlook® software
- ✦ Issues related to general use of the Microsoft Outlook® software
- ✦ Email client software other than Microsoft Outlook®
- ✦ Use of Systems Vault Exchange Hosting service on a Macintosh or non-Windows computer

Security and Reliability

The security and reliability of the Systems Vault Exchange Hosting email and collaboration service is our highest priority. Systems Vault Exchange Hosting is secure and reliable with all effort made to ensure our systems are engineered with redundant connectivity and components. All hardware and software are covered by vendor service agreements.

Nonetheless, there are items we cannot guarantee and not covered by this service level agreement.

- ✦ Internet congestion
- ✦ Automatic System Updates – Systems Vault Exchange Hosting's servers regularly update themselves with patches and bug directly from the vendor. Occasionally, these patches/fixes can affect our servers in an unexpected, detrimental way. Many of these patches/fixes are installed automatically and cannot always be tested prior to their implementation.
- ✦ Terrorist Attack
- ✦ Acts of God
- ✦ Virus/Worm/Denial of Service Attack

You specifically agree that Systems Vault LLC cannot be held liable for any missing data, corrupted data, incorrect transmission of data, failure to provide service, delay of service provision or anything in any way connected to the Systems Vault Exchange Hosting service in excess of the cost of service provided. Cumulative liability of Systems Vault Exchange Hosting to a customer shall not exceed the total monthly service fee of the immediate prior one month of service.

Transmission of Data

You agree that Systems Vault, LLC are not responsible for any unauthorized access or modification of your data stored by or transmitted via the Systems Vault Exchange Hosting service. You also agree that Systems Vault Exchange Hosting, LLC are not responsible or liable for any content sent using, or received from, the Systems Vault Exchange Hosting service including that which may be illegal, obscene, defamatory, threatening or that may violate any trademark or copyright or Incoming Bulk / Junk (Spam) Mail Policy. Systems Vault Exchange Hosting provides various services to help prevent incoming spam. However, Systems Vault cannot be responsible for filtering out all unwanted/offensive content sent to your Systems Vault Exchange Hosting account or that may exceed the capacity of your Systems Vault Exchange Hosting account.

Systems Vault Exchange Hosting Virus Policy.

The Systems Vault Exchange Hosting service provides virus protection against incoming email viruses sent to your Systems Vault Exchange Hosting addresses. All incoming messages to your Systems Vault Exchange Hosting domain are scanned. It is our policy to delete affected attachments prior to delivery to your Systems Vault Exchange Hosting mailbox. Systems Vault Exchange Hosting virus protection uses the latest technologies to help ensure your protection. Our server software and virus patterns are updated every 15 minutes. Virus protection is an ongoing process and it's impossible to protect against 100% of the virus threats. We cannot be held responsible for new viruses that are not detected by our scanning software. End-users are responsible for protecting their computers and ensuring they are virus-free. We recommend that each end-user run a local anti-virus software package on their PC for additional protection. Systems Vault Exchange Hosting will not be held responsible if your domain name is blocked by internet service providers (ISPs) for sending virus-infected emails.

Use of Microsoft Outlook® Software

Systems Vault Exchange Hosting service includes the licensing for Microsoft Outlook® Software. The license fee is included with the monthly Systems Vault Exchange Hosting service fee; however we may charge a nominal fee to ship the media to you. End-users are allowed to install the software one time and only on one PC for each Systems Vault Exchange Hosting mailbox. If you cancel your Systems Vault Exchange Hosting account you acknowledge that you are responsible for uninstalling any Microsoft Outlook® client software that is licensed as part of the Systems Vault Exchange Hosting service.

Size of Mailbox

Each mailbox has a storage capacity or limit. This is done to protect your account and others from potentially large volumes of email sent to a single address that could disable or halt the email system server. Additional storage can be purchased at any time by emailing sales@SystemsVault or support@SystemsVault. It is the end-user's responsibility to ensure that his/her mailbox does not reach capacity. Systems Vault Exchange Hosting is not responsible for email lost due to full mailboxes.

Passwords

It is the end-user's responsibility to keep his/her password confidential, and to change the password on a regular basis. Systems Vault Exchange Hosting is not responsible for any data losses or security issues due to stolen passwords. Systems Vault Exchange Hosting recommends that you use passwords that contain numbers and symbols in order to prevent unauthorized users from guessing commonly-used choices (i.e. "12345", "password", etc.). Systems Vault Exchange Hosting support does not have access to view existing passwords. For security reasons, Systems Vault Exchange Hosting support can only reset passwords.

Suspended Accounts

Systems Vault Exchange Hosting will suspend mailbox access two weeks (14 days) after an account is past due. A \$10 fee will be charged to reactivate a suspended account. If the customer does not reactivate a suspended account, Systems Vault can provide a backup copy of each user mailbox upon request for \$30 each plus the cost of media. Data contained in suspended or cancelled accounts will not be kept for more than 60 days after suspension or cancellation.

Cancelled Accounts

Requests for cancellation must be submitted via email or fax. A fee of \$10 per mailbox will be charged for early termination of an annual contract. Upon cancellation, your Systems Vault Exchange Hosting email and contact data located on Systems Vault Exchange Hosting servers may no longer be available. It is the end-user's responsibility to retrieve this data prior to the request for cancellation of the service. Systems Vault Exchange Hosting cannot guarantee retrieval of data once an account is cancelled.

Backup Policy: Nightly Disaster Recovery Backups (included)

Systems Vault Exchange Hosting ensures that nightly disaster recovery backups are conducted on each mail store. This is the industry standard method of backing up hosted Microsoft Exchange Server data. A mail store is the email database that contains numerous mailbox accounts. This disaster recovery backup is used if a mail store becomes corrupted or fails for another reason. This protects the customer in the event Systems Vault Exchange Hosting suffers a system failure or other event that requires the recovery of an entire mail store. **We can also restore a single mailbox.**

LIMITED LIABILITY

IN NO EVENT WILL SYSTEMS VAULT EXCHANGE HOSTING, A NEVADA LIMITED LIABILITY COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF SYSTEMS VAULT EXCHANGE HOSTING, A NEVADA LIMITED LIABILITY CORPORATION, FOR ANY CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR SERVICE, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT OF SERVICES FEES PAID BY THE CUSTOMER EITHER DIRECTLY TO SYSTEMS VAULT EXCHANGE HOSTING, A NEVADA LIMITED LIABILITY CORPORATION, OR THROUGH A PARTNER/RESELLER FOR SERVICES RENDERED FOR THE IMMEDIATELY PRIOR ONE (1) MONTH OF BILLING.