

ROCKEFELLER GROUP TECHNOLOGY SOLUTIONS
SERVICE LEVEL AGREEMENT - EMAIL PROCESSING SERVICE

Effective Date: January 1, 2005

1. **Overview: Application.** The purpose of this Service Level Agreement ("SLA") is to describe the email processing service provided by Rockefeller Group Technology Solutions, Inc. (formerly Rockefeller Group Technology Services, Inc.) and its affiliates, RGTS-USA, Inc. and RGTS-Mid Atlantic LLC (collectively, "RGTS") and the assurances that RGTS provides for this service. This SLA may be viewed online at <http://www.rgts.com>. This SLA is effective for each customer who orders email processing service from RGTS, but RGTS retains the right to make such changes, amendments and modifications to this SLA and its terms from time to time in its sole discretion, with such changes, amendments and modifications being effective immediately upon being posted online at <http://www.rgts.com>. Certain terms used in this Service Level Agreement are defined in Section 8 below.
2. **Email Processing Service.** The email processing service includes the following components of email processing: (a) Attack Guard, (b) Spam Guard, (c) Virus Guard, and (d) Content Guard. These components are intended to help protect customers against email threats, including spam, viruses, worms, unwanted content and other email threats.
3. **Customer's Own Obligations.** Each customer is responsible for isolating and rectifying technical faults of email delivery within its own network, including its email servers, mail server programs (MTAs) and desktop clients, and with its internet service provider and any other third party that hosts its email delivery systems. Each customer must also ensure that its MX (Message Exchange) record is pointed to the RGTS service at all times and that it is using the most recent version of the RGTS service software.
4. **Reporting an Email Processing Service Outage.** When a customer experiences an Email Processing Service Outage, and the customer believes that the fault is not in or due to its own network, internet service provider or other email delivery system host, then the customer must open a Trouble Ticket by reporting the Email Processing Service Outage to RGTS by email at CSC@RGTS.com or by telephone to 212-282-2222 within 24 hours of its occurrence. If a Trouble Ticket is not opened as provided in this Section 4, then the customer will not be entitled to any service credit under this SLA or any other remedy from RGTS. RGTS will discuss the issue with the customer, and try to resolve it immediately, but if immediate resolution is not possible, RGTS will

- assign a Trouble Ticket number to the issue and begin an investigation in order to resolve the issue.
5. **Performance Standard.** The RGTS email processing service performance standard is that no customer will experience aggregate Email Processing Service Outages during any Time Interval of more than 43 minutes.
6. **Requesting a Credit for an Email Processing Service Outage.** Any customer who wishes a credit based on an Email Processing Service Outage must request it by notifying the RGTS Client Support Center within 25 calendar days after opening the Trouble Ticket. This notice must be sent by email to RGTS at CSC@RGTS.com, and must include sufficient information to allow the claim to be investigated, including, without limitation, the Trouble Ticket number. RGTS will notify the customer of its decision about a credit, and its decision is final.
7. **Service Credits.** An RGTS customer who experiences, in the aggregate, more than 43 minutes of Email Processing Service Outages in any Time Interval and who has complied with the requirements above to open a Trouble Ticket and request a credit is entitled to a service credit under this SLA equal to a percentage of that customer's recurring monthly service charge for email processing services at that customer's affected site in accordance with the table below. Any credit requested as provided in this SLA and granted by RGTS will thereafter be applied to the customer's prospective recurring service charges for the email processing service. The aggregate remedy available to any customer will never exceed the amount determined in accordance with this SLA, and these service credits constitute the sole and exclusive remedy for Email Processing Service Outages for all RGTS customers. Cumulative service credits for Email Processing Service Outages in any single calendar month for any customer will not exceed 25% of recurring service charges for the month in which the Email Processing Service Outage(s) took place. Service credits are calculated as follows:

Aggregate Minutes of Email Processing Service Outage in the subject Time Interval	Service Credit
More than 43 minutes, but less than 4 hours	5% of recurring service charges for the month during which the Email Processing Service Outage(s) took place
4 hours or more, but less than 6 hours	10% of recurring service charges for the month during which the Email Processing Service Outage(s) took place
6 hours or more	25% of recurring service charges for the month during which the Email Processing Service Outage(s) took place

8. **Definitions.**
 - (a) **Email Processing Service Outage** is a service outage or deterioration such that (a) it is not possible to both transmit and receive email messages through an RGTS gateway or message processing center, or (b) the performance of the gateway suffers a Severe Degradation. It does not, however, include any service outage or deterioration that is a Scheduled Downtime or the result of any Extenuating Circumstances.
 - (b) **Extenuating Circumstances** means (i) the acts or omissions of the customer or any other end-user; (ii) the behavior of the customer's equipment, facilities, or applications; (iii) faults in the customer's equipment, network, email servers, computers, or software; (iv) faults caused by the customer's internet server provider or any other third parties that host the customer's email delivery system; (v) damage due to external causes, such as vandalism, theft, etc.; and (vi) acts of God, Force Majeure, or any other situations beyond the control of RGTS.
 - (c) **Scheduled Downtime** is any periodic pre-announced occurrence when the

- email processing service will be unavailable for maintenance or upgrade. Scheduled Downtimes will be notified to customers a minimum of 12 hours in advance.
- (d) **Severe Degradation** occurs when more than 60% of the messaging traffic transmitted is delayed during a period of 15 minutes.
- (e) **Time Interval** is one calendar month beginning and ending on the first day of each month at 00:00 local time at the customer's location. All measures are taken within the particular month.
- (f) **Trouble Ticket** means the notification by a customer of a perceived Email Processing Service Outage.
9. **Communications and Notifications.** For general inquiries, billing inquiries, for engineering support about the Email Processing Services, to report Email Processing Service Outages and to open a Trouble Ticket, customers should contact the RGTS Client Support Center 24 hours per day, seven days per week, at 212-282-2222, or by email at CSC@RGTS.com. All requests for service credits must be made by email to RGTS at CSC@RGTS.com.