

CompanyV.com Corporation

Service Level Agreement

SLA for CompanyV DeSpaminator Email Services

Debbie



CompanyV.com



CompanyV.com DeSpaminator Email Service Level Agreement

Version 1.2 (9.1.2012)

Table of Contents

1. Email Service Level Agreement (SLA).....	2
Purpose.....	2
Parties	2
Service Level Agreement Changes.....	2
Payment and Billing	2
Entire Agreement/Acceptance of Terms	3
Term and Termination.....	3
2. CompanyV.com DeSpaminator Email Overview.....	3
Description of DeSpaminator Service	3
Limits on Scope (DeSpaminator)	4
Blocking/Unblocking IP Addresses.....	4
Roles and Responsibilities.....	5
3. Acceptable Use.....	5
ACCEPTABLE USE POLICY	6
Zero Tolerance for SPAM.....	7
Abuse Enforcement	7
4. COV Equipment and Data Center	7
Network Uptime.....	8
Standard Maintenance.....	8
Scheduled Maintenance	8
Emergency Maintenance	8
Disaster Recovery.....	8
5. Trouble Reporting & Response.....	9
Trouble Reporting.....	9
Force Majeure	9
6. Monitoring of Service.....	9
7. Cancellation of Service.....	10
8. Locality of Arbitration	10



9. Disclaimers & Exceptions..... 10

10. Indemnification 11

11. Limitation of Liability/Disclaimer 11

12. Definitions..... 11

1. Email Service Level Agreement (SLA)

This Agreement defines the relationship and services agreement between COMPANYV.COM CORPORATION (COV) and [CUSTOMER]

Purpose

The purpose of this Service Level Agreement (SLA) is to establish general standards and expectations applicable to DeSpaminator Email (DeSpaminator). Prior to entering into this SLA Customer certifies they have a current Customer Service Agreement (CSA), and acknowledges it has read and understands the terms and conditions therein.

Parties

This Service Level Agreement (SLA) is entered into by and between (COV), a California corporation located at 1112 Montana Avenue, #102 Santa Monica, CA 90403, and [Customer], as certified above, located at [Customer’s address] for the purpose of providing Shared Services Email.

Service Level Agreement Changes

This SLA may be modified at any time upon mutual written agreement of the parties. Any such modifications will be in the form of an amendment to this SLA and will take precedence over the applicable section(s) of the SLA. Changes to Attachment 2 – Contact List can be made by unilateral written correspondence from party’s authorized signatory.

COV reserves the right to make Administrative Changes to the signed SLA without an amendment. The most current version of the SLA, including administrative changes made by COV, Shall be located on the COV DeSpaminator website at www.despaminator.com . Continued use of the service after notification that administrative changes have been made shall represent acceptance of these changes.

Payment and Billing

A summary of the total monthly service fee is set forth in The Customer Service Agreement.

During the month of a migration, if migration is completed on or before the 15th, the entire month will be billed. If migration is complete on or after the 16th, billing will begin the following month. Thereafter, billing for this service will be on a monthly basis based on the number of active mailboxes on the 16th of the current month.

Hosted services are billed on a monthly basis or as otherwise defined at the time which Customer signed up for or last changed your hosting plan. Full payment for hosted service is due 15 days after the invoice date. Overdue



CompanyV.com DeSpaminator Email Service Level Agreement (SLA)

balances will be assessed finance charges of at the rate of eighteen percent (18%) annually. Failure to make full payment for overdue balances plus any finance charges 30 days past the invoice date may result in account deactivation. New accounts require a deposit prior to commencement of work. Deposits and payments are non-refundable.

Customer agrees to hold COV harmless from any losses incurred by service suspension or cancellation. Additionally, Customer shall be held responsible for collection and or litigation costs incurred by failure to pay overdue balances. Reactivation of an account will require full payment of the overdue balance plus any finance charges. Applicable setup charges will be applied to account reactivation.

Entire Agreement/Acceptance of Terms

This SLA and the underlying CSA constitute the entire agreement between COV and the Customer, and supersedes all other communications, written or oral, related to the subject matter of this SLA. Execution of this SLA constitutes an addendum to the underlying CSA and the CSA remains in full force and effect. COV and the Customer hereby acknowledge and accept the terms and conditions of this SLA. If there is a conflict of interest between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

Term and Termination

The term of this Service Level Agreement is effective upon the date of execution by both parties and will expire at the end of sixty (60) months, unless an extension is agreed to and signed by both parties. Either party may terminate this agreement with Ninety (90) days written notification to the other Party unless otherwise provided within this SLA or the CSA. Minimum Monthly Commitment Level (“MMCL”) of Service shall be defined in the CSA.

2. CompanyV.com DeSpaminator Email Overview

COV provides custom corporate class email services combined with a managed spam and virus protection systems.

COV DeSpaminator Email Solution (DeSpaminator) is the hosted managed email service owned and managed by COV. COV provides a managed email infrastructure with virus scanning; SPAM filtering with managed blacklisting and managed allowance services. To provide the greatest flexibility and responsiveness for the Customers this service is designed to be highly available and includes the ability to access email from both the Customers network and the internet via Outlook, and other email clients, COV Webmail (CVW) and Mobile devices.

Description of DeSpaminator Service

The service incorporates administrative and user functions that allow for the administration of various components by Customers and Users

DeSpaminator includes

- Primary, Secondary and Tertiary DNS¹
- Primary, Secondary and Tertiary mail servers
- Web, Desktop and Mobile Device Access
- Antivirus and Spam Control
- Physical and network security
- Secure SMTP email relay
- 24x7x365 Support
- High Availability

¹ COV requires the authoritative role for DNS for all mail services.



CompanyV.com DeSpaminator Email Service Level Agreement (SLA)

- Disaster Recovery Options²
- Hardware and network monitoring
- Server operating system and utility software maintenance, patching, upgrading and monitoring
- Server application software maintenance, patching, upgrading and monitoring
- Email archival service based on Customer retention schedules
- User mailbox provisioning and management for
 - Vacation messaging
 - Password changes
 - Copy Forward services
 - Basic Blacklisting/Whitelisting*³
 - Spam and Virus filtering tuning⁴
 - Archive and Retention settings⁵

The environment will include support for approved applications. This support will include the use of multiple DNS servers, records and (MX records) for applications which require them.

Limits on Scope (DeSpaminator)

The following is a list of specific features and activities that are specifically excluded under this offering. This list is intended to provide guidance on the limits of coverage that can be expected under this offering, including but not limited to the following. The list will be updated in the future as other features and activities are identified for inclusion or exclusion.

Excluded:

- Customer and End user server/desktop/laptop or other device or workstation software and hardware support.
- Customer/Users settings that may result in loss of archived mail
- Troubleshooting Mobile Device issues
- Troubleshooting fax services for the sending and receiving faxes
- End User network connectivity installation, configuration, updates, and troubleshooting.
- End User internet connectivity
- Recipient connectivity; hardware and/or software or hardware issues
- Recipient DNS issues or hosting issues that may prevent **sending** email to a COV server, including blacklisted servers or IP addresses that have been denied access to communicate with COV servers (see Blocking/Unblocking IP Addresses).
- Communications with service providers outside of our network
- Any document, file, attachment or code of any kind transmitted to any COV server that COV virus filters or scans determine to be a threat shall be removed and may not be recoverable from any virus vault.
- Customer Exchange server, active synch, or any other service the Customer may use to access or integrate with COV services.

If a customer requests technical support from COV for any of the excluded activities the customer shall accept responsibility for all charges incurred.

Blocking/Unblocking IP Addresses

² Specific Disaster Recovery options defined in Customer Service Agreement (CSA)

³ User level blacklisting and whitelisting settings may and shall be overridden by server wide settings.

⁴ See Roles and Responsibilities

⁵ See Roles and Responsibilities



CompanyV.com DeSpaminator Email Service Level Agreement (SLA)

COV blocks access from certain IP addresses when large amounts of spam are detected coming from a particular range of addresses. Unfortunately, this occasionally (rarely) results in legitimate mail being temporarily blocked as well.

Legitimate customers of certain ISPs sometimes are harmed by the actions of other customers using the same ISP. In some cases, bad actors have been using the facilities of service providers, where the blocking action occurred.

When this happens, COV shall work quickly to Unblock – or allow the legitimate mail to be delivered. There is no automated system for allowing IP addresses that have been blocked and the service for setting allows is generally only monitored M-F 9-5. Customer shall be provided links to forms for providing the actual bounce message delivered from COV servers to recipients.

When email is blocked from coming into our servers that does not prevent email from our servers being sent to the domains or IP addresses we may be blocking.

Customer shall communicate to their end users the importance of providing the actual bounce message when requesting an IP allow.

Roles and Responsibilities

Customers shall inform COV of contact and support persons available for COV to communicate with and to receive work orders from without any approval process.

COV shall provide a primary contact for customers plus alternative forms of communication in the event the primary contact is unreachable.

Customer shall assume responsibility for all users under Customer's account. Customers shall take responsibility for all settings any customer's users have the ability to access or control through any interface or access allowed by COV hosted services. This shall include all archiving and data retention; spam settings, deletion of mail; Forwarding mail; changing passwords; storing data or any other service a user has the ability to add change or delete.

COV shall assume responsibility for the health of the services and systems providing those services.

Customer shall assume responsibility for keeping all user equipment used to access COV services in good working order and shall be responsible for updating software used to access COV services.

Customer shall provide an in-house "Customer Help Desk" to support users when number of accounts exceeds 5 (five). COV shall assist the Customer Help Desk and both COV and Customer help desk shall communicate to solve user issues.

3. Acceptable Use

CompanyV will do everything within our power to reduce the flood of Unsolicited and Dangerous email across the Internet.

If we detect unacceptable use by any of our customers we may halt services without notice. A \$250.00 service charge will be billed for halting services plus \$125.00 per hour for any and all actions



required by us for resolution. If any additional penalties or expenses are incurred these will also be the responsibility of the customer.

ACCEPTABLE USE POLICY

This Acceptable Use Policy document, including the following list of Prohibited Activities, is an integral part of your Hosting Agreement with CompanyV.Com Corporation. If you engage in any of the activities prohibited by this AUP document CompanyV.Com Corporation may suspend or terminate your account.

CompanyV.Com Corporation's Acceptable Use Policy (the "Policy") for CompanyV.Com Corporation Services is designed to help protect CompanyV.Com Corporation, CompanyV.Com Corporation's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by CompanyV.Com Corporation. CompanyV.Com Corporation reserves the right to modify the Policy at any time, effective upon posting at <http://www.CompanyV.com/legal/>

Prohibited Uses of CompanyV.Com Corporation Systems and Services:

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through CompanyV.Com Corporation's servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on CompanyV.Com Corporation's servers, is prohibited. CompanyV.Com Corporation accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by CompanyV.Com Corporation customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any CompanyV.Com Corporation-hosted domain, or referencing any CompanyV.Com Corporation account, is prohibited.
4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org/rokso.
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").



CompanyV.com DeSpaminator Email Service Level Agreement (SLA)

7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any CompanyV.Com Corporation customers or end-users by any means or device.
9. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the CompanyV.Com Corporation network or on another provider's network.
10. Using CompanyV.Com Corporation's Services to interfere with the use of the CompanyV.Com Corporation network by other customers or authorized users.

Customer Responsibility for Customer's Users

Each CompanyV.Com Corporation customer is responsible for the activities of its users and, by accepting service from CompanyV.Com Corporation, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of any CompanyV.Com Corporation customer will be forwarded to the CompanyV.Com Corporation customer's postmaster for action. If violations of the CompanyV.Com Corporation Acceptable Use Policy occur, CompanyV.Com Corporation reserves the right to terminate services with or take action to stop the offending customer from violating CompanyV.Com Corporation's AUP as CompanyV.Com Corporation deems appropriate, without notice.

Zero Tolerance for SPAM

COV services and its Customers and users are subject to our acceptable use, privacy, and security policies and violation of such may result in service suspension or cancellation. Acceptance of this agreement indicates acceptance to these terms.

Abuse Enforcement

A User may not use the Service to transmit unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient. Any unsolicited commercial e-mail messages or a series of unsolicited commercial e-mail messages or large attachments sent to one recipient constitutes Unsolicited Commercial E-mail "UCE" and is prohibited. In addition, "spamming" or "mailbombing" is also prohibited. Use of the service of another provider to send UCE, spam or mailbombs, to promote a site hosted on or connected to our network, is similarly prohibited. Likewise, you may not use any COV Service to collect responses from mass unsolicited e-mail messages.

If we detect unacceptable use by any of our customers we may halt services without notice. A \$250.00 service charge will be billed for halting services plus \$125.00 - \$250.00 per hour for any and all actions required by us for resolution. If any additional penalties or expenses are incurred these shall also be the responsibility of the customer.

4. COV Equipment and Data Center

COV provides a physical environment in accordance with best practices so that the service is managed effectively and securely.

- Rack mounted computer systems;



CompanyV.com DeSpaminator Email Service Level Agreement (SLA)

- Environmental controls and monitoring of Data Center physical environment;
- Fire detection and suppression systems;
- Conditioned power;
- Un-interruptible power supply;
- Raised floor; and cooling system
- Restricted and electronically monitored physical access to the Data Center.
-

Network Uptime

COV guarantees that the COV **Network** will be available 99.5% of the time in a given month, excluding scheduled maintenance. If Network Availability does not meet our 99.5% uptime guarantee, credits will be made available to each Customer on a case by case basis, not to exceed 50% of their base monthly fee.

Network uptime includes all network infrastructure including routers and switches but does not include services or third-party software running on the Customer's server.

Network downtime exists when a particular customer is unable to send or receive data from a server and such failure has been clearly and fully communicated to our Technical Support Team and it has been confirmed that the issue is within the COV Network up until the server is able to send and receive data again, as confirmed by CompanyV. Network Downtime shall not include scheduled or emergency maintenance.

COV provides automatic failover to secondary servers for incoming mail to prevent any perceived outage by senders during maintenance windows and when necessary to balance the load.

Standard Maintenance

In order to appropriately manage a highly available mail environment there will be occasional, brief (1-2 minute) interruptions of service to individual mailboxes for standard maintenance (e.g., Upgrading servers and software, creating a new customer, mailbox, moving a mailbox, removing archives, moving services from an over-utilized server to an under-utilized server). These interruptions will not prevent the use of the email client when in cached mode and will not result in the loss of any data. When possible these activities will be performed after regular work and business hours. Any activity during these interruptions will be queued and processed after the interruption. These standard maintenance activities will minimize the number and duration of scheduled maintenance windows.

Scheduled Maintenance

In order to provide the best customer service, scheduled maintenance windows will be established to perform the required service maintenance for operational health of the environment. The standard change management processes will be followed for all changes. COV will seek to avoid any possible service interruptions in any changes proposed during these windows, and advise if there is an expected outage.

Emergency Maintenance

In order to provide the best customer service, emergency maintenance will be performed only when necessary for the operational health of the environment. If practical, Standard or Scheduled Maintenance will be used. If it is not practical to use Standard or Scheduled Maintenance, Emergency Maintenance will be performed. COV will attempt to communicate with customers during emergency maintenance only if resources for communications are available and not at the expense or taking resources away from restoring services.

Disaster Recovery



Due to the unknown characteristics of a disaster it is impossible to determine what the actual duration of an outage will be.

To accommodate the variety of possible scenarios which could require restoration of mail service, COV follows industry standard practices for system, software and data backup. COV performs backups of systems and software with appropriate distributed storage for all managed servers and data. In the event system restoration is needed, COV shall provide all necessary resources to restore systems and services expediently.

5. Trouble Reporting & Response

COV attempts to communicate impending and current issues to customers in a timely manner. Due to the level of complexity of the internet infrastructure and service providers it can take time to evaluate some issues. COV's priority is to restore all service as quickly as possible. If an issue is the result of service providers outside of our network we will work to communicate with them expediently and to the best of our ability.

For events that have an adverse effect on the Customer, COV will make every effort to provide information on the root cause, corrective action taken, and actions planned for prevention of reoccurrence, within 72 hours of the recovery from the event.

Trouble Reporting

Customers can reach COV either by web forms, phone, text or email defined in CSA.

The office phones at COV are VOIP System with a final failover to cell phones. Messages left on the VOIP system are emailed to mailbox owners.

COV shall prioritize trouble tickets based on severity of impact which shall take into account the number of users impacted as well as business (customers of customers) impact.

Customers are provided primary contact information to give them expedient means of contact to a human!

Force Majeure

If by reason of failure of telecommunications or Internet service providers, labor disputes, riots, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions or other causes beyond the control of COV, COV is unable to perform in whole or in part its obligations as set forth in this Agreement, then COV shall be relieved of those obligations to the extent it is so unable to perform, and such inability to perform shall not make COV liable to any customer or user.

6. Monitoring of Service

COV has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. COV reserves the right to remove or to refuse to post any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable or in violation of this agreement. COV reserves the right to monitor any and all communications through or with its facilities. Customer agrees that email is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.



7. Cancellation of Service

Customer shall provide COV written notice, either by postal mail or email. Service shall be cancelled no sooner than the end of the current payment period in which COV received the cancellation request. Deposits and payments are non-refundable. Account deactivation for non-payment or other causes does not constitute services cancellation and you will continue to be billed for hosting services until a cancellation request is received. Refunds shall not be given for pre-paid services in the event of desired account cancellation prior to the expiration of the service term for which pre-payment has been made.

8. Locality of Arbitration

COV is located in Santa Monica, California. Arbitration brought against us regarding this and other policies shall be filed in our locality and under applicable local and state laws.

9. Disclaimers & Exceptions

COV offers services as is. We believe business should be conducted honestly, fairly and be subject to reasonableness. We strive to provide the highest quality of service and support. We cannot guarantee specific results for our services, but will operate under the principles stated above and expect you to do the same. We may update or change this policy at any time. You are bound by this agreement, and any future versions will become binding at the time you change or update what services we provide you.

EXCEPTIONS:

This SLA does not apply to

- 1) Delinquent customers.
- 2) Scheduled or emergency maintenance.
- 3) Outages between Up Stream Providers and the data center where COV servers are located.
- 4) Any networks, service providers or network equipment not owned or controlled by COV.
- 5) Circumstances beyond reasonable control, including, without limitation, natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, e-commerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA.
- 6) Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.) and also including unauthorized, unlawful email practices such as SPAM (see AUP).
- 7) Any negligence, willful misconduct, or use of the Services in breach of COV's Acceptable Use Policy; by Customers, users or visitors.
- 8) Registrar NS record issues or issues with any DNS Management Provider (e.g. NetworkSolutions or other registrar) outside the direct control of COV.
- 9) False outages reported as a result of any monitoring or measurement system.



10. Indemnification

Customer and visitors agree to indemnify, defend and hold harmless, CompanyV.com Corp, and their respective officers, directors, employees, agents, licensors, representatives, sub-contractors, consultants and third party providers to this site and all sites hosted by and Services provided by CompanyV.com Corp from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Service by you - or by any of our customers or the customers of our customers or visitors. CompanyV.com Corp reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with CompanyV.com Corp in asserting any available defenses.

You specifically acknowledge and agree that CompanyV.com Corp is not liable for any defamatory, offensive or illegal conduct of any user.

11. Limitation of Liability/Disclaimer

COV cannot control user settings on devices; therefore e mail may be removed by external device settings. COV is not responsible for any user or user settings that prevent or disable archiving or backing up of any email unless Customer has an agreement for tamper-proof mail archives and backups.

COV does not warrant or make any representations of any kind or nature with respect to the material posted on any hosted site or transmission via any email or otherwise electronically transmitted using the services we offer and host. Therefore, you are responsible for compliance with local laws, if and to the extent local laws are applicable.

Services provided by or hosted on COV equipment may unintentionally infect Customer; recipient and/or visitor computer equipment or other property on account of access to, use of, or browsing any COV hosted site (including any email services) or downloading of any materials from the websites or through an email account.

12. Definitions

“Acceptable Use Policy” Acceptable Use Policy (AUP) shall mean the AUP posted here:
<http://www.companyv.com/legal/>

“Administrative Changes” shall mean minor modifications to this SLA that do not affect the substantive rights of the parties (e.g., an update to the URL for a referenced document).

“Availability” shall mean the degree to which the service is capable of being used as described in this agreement.

“Backup” shall mean a copy of data that is used to restore the original after a data loss event.

“Customer” shall mean the state or local entity eligible to receive services from CTS that is a party to this SLA.

“Customer Help Desk” shall mean the customer service that provides initial support and assistance to users when an issue or question arises concerning the use or functionality of the products and services provided under this agreement.



CompanyV.com DeSpaminator Email Service Level Agreement (SLA)

“Customer Records” shall mean records stored in the DeSpaminator environment on behalf of the Customer.

“Customer Service Agreement (CSA)” shall mean an additional document provided by COV that further defines the specific requirements, charges, fees and agreements between COV and Customer for the Services provided by COV.

“COV Service” shall mean any service provided by COV for any Customer.

“COV Service Desk” shall mean the **Technical Support** service provided by COV for Customer incident and problem reporting, escalation, and notification.

“Customer User “ shall mean any user that a Customer grants or requests access to services or for who customer request COV establish any type of an account for any service.

“COV Webmail (CVW)” shall mean the secure web interface for accessing email on COV hosted mail servers.

“COV Network” shall mean all network infrastructures under the control of COV including routers, servers and switches and all software provided and maintained by COV as a part of the service, but does not include the customer’s connectivity to the internet or third-party software running at the Customer's location.

“Data Loss Prevention (DLP)” shall mean the tool(s) to identify and process sensitive information in email traffic when it is exiting the COV network.

“DeSpaminator” shall mean the management interface of the service provided by COV for email retention, management, spam and virus filtering and search capabilities.

“Downtime” shall mean the duration of time the service is unavailable for use excluding scheduled maintenance. This may be due to a scheduled activity or an unscheduled incident.

“Email Service” shall mean the service offering that includes COV’s webmail, POP3, IMAP, email mailbox archiving, encrypted email to external parties, and security through the acquisition of a product(s) to provide perimeter security and email filtering, virus scanning and SPAM prevention and copy forward services to Customer’s Exchange.

“End User” shall mean any user connecting to any COV services

“Exchange” shall mean the Microsoft Exchange software product for providing server based email to enterprises. It includes all successor products.

“Mailbox” shall mean the data store within COV servers that holds the users or resources email’s and related data.

“Mobile Device” shall mean any Customer issued or personal smartphone, tablet or other computing or communications device used to connect to the DeSpaminator environment.

“Minimum Monthly Commitment Level (“MMCL”) shall be defined as the dollar amount specific to a Service defined in CSA.

“Outlook” shall mean the Microsoft Outlook software product for providing client email access on the desktop to enterprises. It includes all successor products.

“Public Records” are documents or pieces of information that are not considered confidential.



“**Recipient**” shall mean any person, server or system that receives any email or other electronic or web , email or automated system information or communication of any kind from any Service provided by COV or COV customers

“**Secure Email Service**” shall mean the service provided for use in the DeSpaminator environment. The COV service provides encrypted email delivery to external email recipients.

“**Services**” shall mean any Service, hosted or otherwise provided by COV, or recommended for use by any Customer, Customer User or any user of customers or COV websites, email, or other “Services” including but not limited to Content, forms, applications or consulting recommendations.

SPAM shall mean is the use of electronic messaging systems to send unsolicited bulk messages, especially advertising, indiscriminately.

“**SMTP Relay**” shall mean the tool(s) to process email from automated systems, including but not limited to bulk mailing of email and other Customer devices for which the SMTP relay facilitates a functionality of the device, such as Exchange server, webserver, network attached multi-function scanner / printers.

“**SmartHost**” A smart host is a type of mail relay server which allows an SMTP server to route e-mail to an intermediate mail server rather than directly to the recipient’s server. Often this smart host requires authentication from the sender to verify that the sender has privileges to have mail forwarded through the smart host. This is an important distinction from an open relay that will forward mail from the sender without authentication. Common authentication techniques include SMTP-AUTH and POP before SMTP.

“**Technical Support**” shall mean any tier of service support provided by COV for all services and all levels or **Tiers** of support.

“**Tier 1 Support**” shall mean the initial **Technical Support** level that is provided for basic user assistance. Tier 1 Support includes troubleshooting and resolving basic problems, including but not limited to:

- Problems with usernames and passwords
- Verification of hardware and software setup
- Installation of mail certificates
- Adding users and aliases
- Managing mail settings on the server
- Investigating delivery and receiving problems

If they are unable to resolve an issue they will escalate it to the next level of support.

“**Tier 2 Support**” shall mean the secondary **Technical Support** level that is provided for advanced and escalated services assistance and server health. Tier 2 Support includes troubleshooting and resolving advanced problems, including but not limited to:

- Mail loops
- Escalated delivery and receiving problems
- Domain Name Servers (DNS)
- Blacklisting IP addresses
- Response to IP Allow Requests
- Memory and Storage capacity monitoring and changes
- Bandwidth monitoring and changes
- Engineering
- Consulting



If they are unable to resolve an issue they will escalate it to the next level of support.

“**Tier 3 Support**” shall mean the highest **Technical Support** level that is provided for advanced and escalated services assistance and server health. Tier 3 Support includes troubleshooting and resolving advanced problems, including but not limited to:

- Communications with upstream providers
- Domain Name Servers (DNS) issues
- Blacklisting IP addresses
- Allowance for delivery from Blacklisted IP addresses
- Memory and Storage capacity
- Bandwidth issues
- Engineering
- Consulting

“**User**” shall mean a current or past employee, volunteer, contractor, or any other person working at the direction of the Customer and using **Mailbox(es)** or any other account access customer requests of COV.

“**Visitor**” shall mean a person or system that accesses hosted services.

“**Vault**” shall mean COV Mail Servers Virus Vault and any successor products.