



IntraPower Service Level Agreement Managed Exchange

Definition & Limits of Service

1. Service Definition

IntraPower provides an Application Service ("Service") for email, calendaring, task management, and file sharing, created using Microsoft Exchange Server software and proprietary technology. This Service is provided to IntraPower Clients as a network-based service and is charged for on a monthly subscription basis. As part of the Service, IntraPower provides all server and software maintenance, including 24x7 monitoring, testing and deployment of software patches, bug fixes, service packs, and same-version upgrades, and monitors and manages user accounts according to the provisions set forth in this document. IntraPower also provides a proprietary account provisioning and management interface for use by corporate administrators and users in managing their organisation's accounts.

2. Public Folder/Personal Mailbox Size Limits

Each organisation receives a specified amount of storage assigned to each mailbox, as per the terms of their signed IntraPower Services Agreement. Warnings are automatically sent via email when a user reaches 90% - 95% of the limit granted by the system administrator for such user's personal mailbox. Another warning is sent via email when a user reaches his granted limit. Should a user exceed his limit, the user will be unable to send or receive email until the user either reduces the mailbox size below the imposed limit, or is granted an increase in personal mailbox capacity by the system administrator. IntraPower is not responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity.

3. Email Volume Limits

Inbound and outbound Internet emails may contain a maximum of 500 recipients, including all addresses in the To, CC, and BCC fields. Additionally, IntraPower policy limits users to sending Internet emails to a maximum of 500 recipients per day, and receiving a maximum of 500 emails per day from the Internet. If a user regularly sends and/or receives more than this number of emails per day, IntraPower reserves the right to increase the monthly subscription rate for that user. These limitations apply only to Internet messages; internal messages are not limited. Sending bulk emails, including newsletters, opt-in email services, etc. through IntraPowers Internet Gateway Network (the "Network") is prohibited. Attempting to send these types of mailings through the Network violates the terms of this agreement and voids the performance guarantees provided herein. Please see IntraPowers "Terms of use" for details. IntraPower offers services for companies that need to send these types of mailings; please contact IntraPower for details.

4. Disaster Recovery

IntraPower schedules nightly network backups of all data within mailboxes and Public Folders to the shared backup devices. This backup is monitored and checked for errors, and regularly scheduled tests of the restoration procedures are performed. Backup copy retention time is one week. IntraPower does not guarantee, however, that a valid backup is available for every night of this 7 day period. If a disruption of the Service occurs, IntraPower will assign the highest priority and will make our best commercial efforts to ensure the timely restoration of the Service. Depending on the type of disruption that has occurred, IntraPower may elect to first restore the



Service without Client data (so that users can send and receive mail). Any data not immediately accessible after a disruption in the Service will be restored from the most recent backup and made accessible with the highest priority. In order to ensure the readiness of IntraPower operators to complete the offline restoration process, the Company runs frequent drills to test restoration performance. IntraPower is not responsible for data loss resulting from the failure or loss of backup media.

5. Mailbox Restoration

IntraPower recognizes that from time to time, users or administrators at a Client may mistakenly delete an item in a mailbox or public folder, or the entire contents of a mailbox or public folder. As this is not a system fault and restoration may require partial implementation of IntraPowers disaster recovery procedures, IntraPower reserves the right to charge for these restorations for a fee of \$150 AUD per hour. (Minimum fee of \$75 AUD.)

Note that items within a mailbox that have been accidentally deleted can usually be restored directly from Deleted Items by the end user, even after the Deleted Items folder has been emptied. (Instructions for this procedure are contained within Outlook's Help system.) IntraPower retains these deleted items online for up to seven days.

If a public folder or mailbox cannot be recovered from the online Deleted Items storage, and IntraPower must restore the items from the backup tapes employed in our disaster recovery systems, IntraPower will restore these items within 96 hours of an approved request, acknowledging the fees, from a designated administrator at the Client.

6. Inactive/De-activated Account Policy

Accounts that have been inactivated or disabled, either by the Client contacting IntraPower and requesting the account be terminated, by the Client using IntraPowers administration tools to terminate the account, or by IntraPowers account services team due to delinquent payment, may be permanently deleted 7 days after the date of account termination unless Client agrees to pay a maintenance fee for the inactive account.

IntraPower Support Services

7. Systems Support

IntraPower provides Systems Support to designated administrators at our Clients. Systems Support is defined as support associated with issues/faults with IntraPowers servers. There are no additional charges for this support. (Note: please check the Server Status Page on our website before calling IntraPowers Client Support Services.) Each Client company may designate up to four (4) administrators who are authorised to call IntraPowers Client Support Services.

8. End-user Support

In addition to the Systems Support described above, IntraPowers provides End User Support to our Clients. End User Support is defined as Outlook usage issues. All requests for End User Support must be channelled through a designated administrator at the Client.

- 1) Full assistance in up and configuring your Exchange account on the exchange server
- 2) Full assistance with initial Microsoft Outlook configuration.
- 3) Basic assistance with Microsoft Outlook and Outlook Web Access usage such as email, sharing, calendars, appointment scheduling, contact management, and assigning permissions.
- 4) Limited advice with problems involving connectivity to the Managed Exchange service and other server related issues.



- 5) IntraPower provides limited technical support for Microsoft Outlook, Outlook Express, Microsoft Entourage and OWA via Internet Explorer; but it does not offer customer support for other mail clients, applications, scripts, or components, either from third parties or for those developed by you.
- 6) Support requests may be submitted via email or by phone by designated administrators only. Tickets opened by email requests and phone requests are treated exactly the same, and both are counted against the monthly allotment of tickets.

9. Account Administration

IntraPower provides administrators with access to an account management and administration tool. The control panel enables designated administrators at client companies to change passwords, enable new accounts and disable old accounts, etc.

10. Wireless Service Support

For users who subscribe to IntraPowers BlackBerry-Exchange Service or other wireless services, IntraPower follows the same policies as above. IntraPower provides wireless access to the Exchange server through the use of third party provided software. Success in configuration and set up of wireless Exchange Server Access is highly dependent upon device and wireless access provider chosen by you, therefore IntraPower can only assure that it shall use commercially reasonable efforts to assist you in configuring and supporting your wireless Exchange server access for the areas of the access not under IntraPowers control.

11. Customer Service, Billing and Sales Enquiries

Non technical and billing enquiries regarding your Managed Exchange account should be sent to accounts@wavenet.net.au. All enquiries regarding the purchase of new accounts or additional services should be addressed to sales@wavenet.net.au.

12. Optional Support Services

In addition to the support described above, IntraPower also offers custom contracts for different types of support programs; please contact your IntraPower sales representative for details. Additionally, several support offerings are available on an as-needed basis, with discrete pricing for each service. For advanced customisation features (such as application development, form design, etc.) or for data migration services from existing in-house applications running at a Client's site, IntraPower will work on a project basis. IntraPower will provide a statement of work, including a price quotation, prior to undertaking such a project.

Guarantee of Service

IntraPower is fully committed to providing quality services to its Clients. To support this commitment, IntraPower observes the following schedule of penalties for its failure to comply with this Service Level Agreement.

13. Application Service Availability

IntraPower guarantees 99.99% average scheduled availability of the Service. This guarantee is calculated on a monthly basis, and applies 24 hours per day, 365 days a year, except as noted below. Availability is defined as the ability of any user within an organisation to connect to the Service and access mailbox, calendars, contacts, tasks, notes, journals and Public Folders. Rarely, the system may be functioning in some areas and not functioning in others; e.g., the email function may be available but data in Public Folders may be unavailable. This time of diminished functioning is not considered downtime and is excluded from the calculations, except as noted in



the section "Email Delivery," below. The following conditions are specifically excluded from the calculation of system availability:

- 1) A problem with Client's network, Internet connection, or a private network connection to the Service, which prevents Clients from reaching their mailboxes or data in Public Folders.
- 2) A problem connecting to the service due to any action on the part of the Client that triggers a security response; e.g., scanning the ports on a IntraPower router triggers a shut-down of the ports used by a Client.
- 3) Scheduled maintenance (normally scheduled between 11:00 PM and 7:00 AM eastern time). IntraPower will provide two (2) days of notice prior to maintenance periods.
- 4) Installation of urgent "hotfixes" from Microsoft will be scheduled as quickly as possible after testing, with notification sent to client; the two day notification above is waived for urgent hotfixes. IntraPower also reserves two (2) one-hour maintenance windows on Wednesdays and Saturdays from 11:00 PM to 00:00 AM (midnight) (Eastern time), during which the servers may be offline for urgent fixes; usage of this maintenance window is excluded from downtime calculations.
- 5) Software "bugs" or problems within Microsoft products that create service interruptions. Bugs must be acknowledged by Microsoft to be excluded from calculations.
- 6) Problems connecting to the Service due to the addition of 3rd party (i.e. non-Microsoft) software installed on the Client's PC or network, e.g. Outlook plug-ins and add-ons.
- 7) IntraPower reserves the right to move mailboxes within the Service among the different servers used to provide the Service to our Clients. IntraPower makes no guarantee of notification to users for these moves, which normally will not affect users whose software is installed and configured correctly. Incorrect configuration of the user's software that results in the inability to connect to the Service is not considered downtime, and is excluded from the calculation of system availability.

IntraPower calculates uptime as a percentage of the time during a month (30 days X 24 hours X 60 minutes) that the system is available, excluding the conditions above.

14. Penalty for Non-compliance

For subscribers within a single organisation for each month in which the availability of an application server is below an average of 99.99% as calculated above, IntraPower will reduce the amounts due and payable to it relating to such application service by 5%. For every additional 1% loss of application server availability below 99.99% average availability during the same calendar month, IntraPower will further reduce the amounts due and payable to it relating to such application service by another 5% of the original price charged to the Client. The maximum credit for downtime will be 25%.

Note: Because of the architecture that IntraPower has created to provide the Service, users within an organisation may be spread across separate and distinct servers. In the case where one server suffers downtime exceeding the service level guarantees, the Client organisation will be compensated only for those users with accounts on the non-complying server.

15. Email Delivery Restrictions

Individual email messages (including attachments) inbound from the Internet or outbound to the Internet are limited to 10 Mb. Internet email messages including attachments greater than 10 Mb will not be moved through IntraPower gateways, and instead will generate an error message to the sender. If users require the ability to send Internet email messages over 10 Mb, IntraPower can, upon request, make special arrangements for such users. Additionally, IntraPower will assist Clients in understanding how to reduce the size of, or separate, large documents so that they can



be transmitted via the IntraPower Service. There is no limit on the size of messages sent within an organisation.

16. Mail Delivery Times

Email messages including attachments of less than 5 Mb that are received inbound from the Internet gateways, or those sent from one mailbox on the Service to a second mailbox on the Service, generally will be delivered in 60 seconds or less. Email messages including attachments of less than 5 Mb outbound to Internet gateways generally will be sent from the Service within 60 seconds; delays at the gateways due to Internet issues are not covered by this agreement.

17. Exceptions

IntraPower makes no guarantees regarding the timing of delivery or receipt of mail being processed on the Internet. Delivery times covered by this SLA are only for mail sent between servers, mailboxes, and/or gateways on IntraPowers Service. Additionally, IntraPowers Spam Control Service performs additional analysis and processing of inbound emails, so the delivery times specified above do not apply for subscribers of that service.

18. Penalties for Non-Compliance

If IntraPower causes mail delivery delays in excess of the parameters defined above for 2 hours or more in any given month, IntraPower will reduce the amounts due and payable to it relating to this Service by 5% for each mailbox affected. For every additional 2 hours of delay of email service during the same calendar month, IntraPower will further reduce the amounts due and payable to it relating to the Service by another 5% of the original price charged to the Client. The maximum credit for message delays will be 15%. (Note: the total credit for all penalties combined are not to exceed 25% in any calendar month.)

19. Protection against Viruses

IntraPower provides anti-virus scanning as part of the Service, and will make our best commercial efforts to protect against SMTP borne viruses and other computer software threats. IntraPowers anti-virus protection has proven highly effective since its deployment; however, due to the rapidly evolving nature of viruses, Trojan Horses, and other email-borne security issues, IntraPower can make no guarantees against these types of threats.

20. Protection against SPAM

IntraPower provides anti-SPAM filtering as part of the Service, and will make our best commercial efforts to protect against unwanted emails. The Advanced SPAM Firewall is an integrated hardware and software solution for complete protection of your mailbox. Although this system has proven highly effective IntraPower, cannot make any guarantees in the systems filtering efficiency.

Privacy and Security

21. Privacy

IntraPower does not share personal account information with others except to the extent necessary to complete an order, and will make our best commercial efforts to protect against violations of our privacy policies. Agents of IntraPower who have access to your personal information are required by contract to keep it confidential and prohibited from using it for any purpose other than to carry out the services they are performing for IntraPower. We will not sell, trade, rent, give or otherwise provide your personal information to any third party for use in marketing or solicitation without your express consent. We may use non-identifying and aggregate information to better design our services and web site that may involve reputable third-



party vendors. This information could pertain to sales, traffic patterns and other related services and web site information.

Because IntraPower desires accuracy in the information it obtains and uses about its visitors and Clients, you may review or update your personally identifiable information that we collect online by contacting us via email at support@wavenet.net.au.

22. Security

Access to our operations centre and systems is restricted to authorised personnel. IntraPower ensures that its employees and contractors are familiar with and understand our privacy policies and that they take all possible security measures to protect the privacy of Client data. IntraPower will make our best commercial efforts to protect the security of our systems and services, and the data that resides therein.

23. Ownership of Data

All data resident within our applications and servers are the property of the organisation that created and/or stored the data within the system. IntraPower makes no claims to any contact information, email content, documents in public folders or any other type of data contained within the applications running on our servers except in those cases where IntraPower created such data. Additionally, IntraPower makes no claims on data imported into the system by IntraPower on behalf of a Client.

24. Anti-Spam Policy

IntraPower does not employ or condone the use of unsolicited email (SPAM). Posting the same or similar unsolicited email messages, bulk commercial advertising, or informal announcements to one or more groups is prohibited. Clients may not send unsolicited, commercial email to any other email account that has not specifically requested such information or that causes complaints from the recipients of such unsolicited email. IntraPower does not permit the use of its proprietary computers, servers, routers and computer network to accept, transmit or distribute unsolicited bulk email sent from the Internet to IntraPower Clients. It is also an infringement of IntraPower policy, and the law, to send or cause to be sent to, or through, the IntraPower network Internet email that makes use of or contains invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing. IntraPower considers such email to be counterfeit, and any attempt to send or cause such counterfeit email to be sent to, or through, the IntraPower network is unauthorised. Furthermore, any email relayed from a third party's mail servers without the express permission of that third party, or any email that hides or obscures, or attempts to hide or obscure, the source of an email also constitutes an unauthorised use of the IntraPower network. IntraPower does not authorise the harvesting or collection of screen names for the purpose of sending unsolicited email.

IntraPower reserves the right to take all legal and technical steps available to prevent unsolicited bulk email or other unauthorised email from entering, utilising or remaining in the IntraPower network. Such action may include, without limitation, the use of filters or other network devices, the immediate termination of IntraPower service and prosecution of offenders through criminal or civil proceedings. Unauthorised use of the IntraPower Network in connection with the transmission of unsolicited bulk email, including the transmission of counterfeit email, may result in civil and criminal penalties against the sender.



General Provisions

This agreement supersedes all previous versions of the applicable Service Level Agreements distributed by IntraPower or its agents. This agreement, including all attachments and all other policies posted on the Website, which are fully incorporated into this agreement either by attachment or by reference, constitutes the entire service level agreement between IntraPowers Clients and IntraPower, with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes to this agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.