

## SilverSky Proprietary

### **EXHIBIT E – Email Protection Services** **SERVICE LEVEL AGREEMENT**

SilverSky is committed to providing a scalable and highly available messaging solution through the following service commitment (“**Service Level Agreement**” or “**SLA**”) to Reseller.

#### **1.0 Dispute Resolution**

Any disputes regarding Availability Credits will be settled by the process outlined in this Section 1.0. If SilverSky cannot confirm the Downtime Minutes, then Reseller and SilverSky agree to refer the matter to executives at each company for resolution. The parties acknowledge that SilverSky uses a proprietary system to measure whether the Services are Available. Reseller agrees that this system will be the sole basis for resolution of any dispute that may arise between the parties regarding this Service Level Agreement.

#### **2.0 Remedy and Procedure.**

Reseller’s remedy and the procedure for obtaining remedy in the event that SilverSky fails to meet the Service level metrics set forth above are as follows:

Reseller must notify SilverSky in writing at support@baesystems.com of both the date the Downtime Minutes occurred and an estimate of the amount of actual Downtime Minutes within ten (10) business days of the Downtime Minutes (the “Claim Notice”). SilverSky will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If SilverSky cannot confirm the Downtime Minutes, then Reseller and SilverSky agree to refer the matter to executives at each company for resolution. If SilverSky confirms that its Service level is out of compliance with this Service Level Agreement, Reseller will receive the amount of Service Level Credits set forth below for the affected Service level metric and the affected Seats for the affected month, that will be reflected in the SilverSky invoice in the month following the confirmation of the Downtime Minutes.

Except as expressly set forth in this Service Level Agreement, any remedy Reseller may receive pursuant to this section does not relieve Reseller, or allow a set-off, of any other payment obligations to SilverSky.

#### **3.0 Exclusivity of Remedies**

Reseller agrees that its sole remedy for SilverSky’s failure to meet an SLA target percentage is the credits Reseller is entitled to as provided in this Service Level Agreement.

#### **4.0 Maintenance Windows**

##### **4.1 Standard SilverSky Scheduled Maintenance Windows for Messaging Services**

Maintenance will be performed in each data center for up to four hours per month. Maintenance windows will not occur in more than one data center simultaneously. SilverSky reserves the right to schedule non-standard maintenance (Planned Outages) by providing 48 hours prior written notice whenever possible.

**4.2 Emergency Maintenance:** SilverSky also reserves the right to make any of the (a) Hosted Exchange Services; (b) Hosted SharePoint Services; c) Hosted Lync Services or (d) Hosted archive Services, unavailable to Reseller and/or End Users, in the event SilverSky, acting in a manner consistent with the standards of experienced IT professionals, determines it is necessary to make the Services unavailable to Reseller and/or any end user(s) as a result of events beyond SilverSky’s reasonable control such as emergency fixes or patches, security threats, viruses or vulnerabilities. Emergency Maintenance windows are not Service incidents subject to SLA credits.

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### **5.0 Credits**

SLA service credits are calculated as a percentage of the amount of the Monthly Recurring Charges (“MRC”) from SilverSky to Reseller for the specific Services directly related to those end user(s) affected by the failure to meet the specific SLA metrics for the specific Service during a calendar month.

**6.0 Service-Specific SLAs.** Detailed SLAs specific to SilverSky Services are provided below. For clarity, the terms “you” and “your” in the Service-specific SLAs below refer to your customer and your customer’s end users.

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### SERVICE LEVEL AGREEMENT FOR EMAIL SECURITY SERVICES

“**Services**” under this Service Level Agreement will mean each of the following email protection services: • Email Security (AV/AS), Email Content Filtering, Email Data Loss Protection (DLP) and Targeted Attack Protection.

We are committed to providing a scalable and highly available email protection solution through the following service commitment (“**Service Level Agreement**” or “**SLA**”). We will have the Services Availability calculated by the following equation:

**Email Gateway Filtering System** (applies to all Services)

$$\text{Availability} = \frac{\text{Total Monthly Minutes} - \text{Maintenance Minutes} - \text{Downtime Minutes}}{\text{Total Monthly Minutes} - \text{Maintenance Minutes}} \times 100\%$$

**Term of the Service Level Agreement.** This Service Level Agreement becomes 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) thirty (30) days from the date Services are made available.

**Defined Terms.** For the purposes of this Service Level Agreement, the following terms shall have the following meanings:

“**Available**” or “**Availability**” means that the Customer is able to access the Service via the specific access method for that Service subject to the exclusions defined in Downtime Minutes below.

“**Downtime Minutes**” means the total number of minutes that Customer’s end users cannot access the specific Service via the normal access method for that Service. The calculation of Downtime Minutes excludes time a Service is not Available due to any of the following: (i) the Maintenance Minutes; (ii) your or your end users’ own Internet service provider; (iii) a Force Majeure event; (iv) any systemic Internet failures; (v) third party encrypted email Services; (vi) any failure in your or your end users’ own hardware, software or Network connection, (vii) your or your end users’ bandwidth restrictions, (viii) your or any of your end users’ acts or omissions; (ix) you configure your email system to function as Open Relay; (x) unavailability of your primary email service; and (xi) and each Service-specific additional exclusion stated below.

“**Mail Delivery Time**” means the time elapsed between entry of an email to our gateway and its exit.

“**Maintenance Minutes**” means the time period during which the Services will not be Available (i) each month so that we can perform routine maintenance to maximize the performance of the Services, up to 240 minutes (4 hours) per Service per calendar month, and (ii) any emergency maintenance we deem necessary in our sole discretion.

“**Maintenance Windows**” means the scheduled time period during which we might perform routine maintenance each week. We will use reasonable efforts to notify you in advance of any changes to our normal Maintenance Windows.

“**Network**” means the network outside of our border routers.

“**Open Relay**” means an email server configured to receive email from an unknown or unauthorized third party and forward the email to one or more recipients who are not users of that email system. SilverSky reserves the right at any time during the supply of the Services to test whether the Customer’s email systems function as an Open Relay. If at any

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time the Customer's email systems are found to function as an Open Relay, then SilverSky reserves the right to suspend all or part of the Services immediately and revoke SLA credit requests until the problem has been resolved.

**"Total Monthly Minutes"** means the number of days in the month multiplied by 1,440 minutes per day.

**Maintenance Notices.** We will communicate the date and time that we intend to make the Services un-Available through a global "welcome message" or an email sent to your and your end users' Administrators at least 24 hours in advance or longer, if practical. You understand and agree that there may be instances where we need to interrupt the Services without notice in order to protect the integrity of the Services due to security issues, virus attacks, SPAM issues or other unforeseen circumstances.

**Measurement.** We use a proprietary system to monitor and measure whether the Services have met the Service level metrics below and you agree that this system will be the sole basis for resolution of any dispute that may arise between you and us regarding this Service Level Agreement. Our measurement system includes log files, database records and audit logs. We will make information we use to validate your claim available to you upon request.

### **Service Level Metrics - measured on a calendar month basis.**

**Availability.** The Service level metric for System Availability is 99.99%.

**Mail Delivery Time.** The Service level metric for Mail Delivery Time is an average of 3 minutes or less, subject to the exclusions defined in Downtime Minutes above and the following:

#### Additional Exclusions

- Delivery of email to quarantine
- Delay associated with third party software (e.g., Microsoft Office 365)
- Customer configuration rules for AS/AV or DLP
- Initial 30 days immediately following deployment of SilverSky Targeted Attack Protection

**Inbound SPAM.** The Service level metric for inbound AS detection is 99.5%

#### Exclusions

- Not applicable to false negatives to invalid mailboxes
- Customer is using less than the SilverSky-deployed default settings for AS/AV protection.

**Targeted Attack Protection.** The Service level metric for Targeted Attack Protection is 100%.

#### Exclusions

- Cases of self-infection by the Customer
- Customer is not subscribed to SilverSky Targeted Attack Protection.
- The infection was determined to originate from a source other than inbound corporate email.
- Customer is not employing the following SilverSky-defined best practices at the time of infection:
  - Customer is not blocking or quarantining emails with encrypted compressed contents.
  - Customer is not blocking or quarantining known malicious files as defined by SilverSky.

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**Amount of Service Level Credits.**

**Email System Availability**

Applies to: Email Security, Email Content Filtering, Email DLP

<b>Availability</b>	<b>Amount of Credit for Affected End Users for Affected Month</b>
< 99.99% but $\geq$ 99.00%	25%
> 97.00% but < 99.00%	50%
< 97.00%	100%

**Mail Delivery Time**

Applies to: Email Security, Email Content Filtering, Email DLP

<b>Mail Delivery Time (Consecutive Minutes Per Test Seat)</b>	<b>Amount of Credit for Affected Users for Affected Month</b>
$\geq$ 3 minutes but <10 minutes	25%
$\geq$ 10 minutes but <15 minutes	50%
$\geq$ 15 minutes	100%

**Inbound SPAM Detection**

Applies to: Email Security, Email Content Filtering, Email DLP Detection

<b>SPAM Detection</b>	<b>Amount of Credit for Affected Users for Affected Month</b>
<99.5% but $\geq$ 98.00%	10%
>95.00% but <98.00%	50%
<95.00%	100%

If SPAM is included with the mailbox, then the credit for SPAM will be \$.40 per mailbox based on the table above.

**Targeted Attack Protection Service**

Applies to: Targeted Attack Protection Only

<b>Virus Protection</b>	<b>Amount of Credit for Affected Users of RESELLER for Affected Month</b>
<100%	35%

**SERVICE LEVEL AGREEMENT FOR EMAIL CONTINUITY AND COMPLIANCE  
ARCHIVING SERVICES**

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“**Services**” under this Service Level Agreement will mean each of Email Continuity and Compliance Archiving Services.

SilverSky is committed to providing a scalable and highly available email archiving solution through the following service commitment (“**Service Level Agreement**”).

**Term of the Service Level Agreement.** This Service Level Agreement becomes 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) thirty (30) days from the date Services are made available.

**Defined Terms.** For the purposes of this Service Level Agreement, the following terms will have the following meanings:

“**Available**” or “**Availability**” means that the Customer’s end users are able to access the Service via the web user interface for the Service subject to the exclusions defined in Downtime Minutes below. Availability is calculated by subtracting from 100% the average of the Error Rates from each five minute interval in the monthly billing cycle.

“**Downtime Minutes**” means the total number of minutes that Customer’s authorized end users cannot access the normal web user interface for the Service. The calculation of Downtime Minutes excludes time the Service is not Available due to any of the following: (i) the Maintenance Minutes; (ii) your or your end users’ own Internet service provider; (iii) a Force Majeure event; (iv) any systemic Internet failures; (v) any failure in your or your end users’ own hardware, software or Network connection, (vi) unavailability of your primary email service, or (vii) your or your end users’ bandwidth restrictions.

“**Error Rate**” means (i) the total number of internal server errors returned by SilverSky as error status “Internal Error” or “Service Unavailable” divided by (ii) the total number of Requests during that five minute interval. SilverSky will calculate the Error Rate for each SilverSky Customer (not end user) account as a percentage for each five minute interval in the monthly billing cycle. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the Downtime Minutes exclusions above.

Example: If 1,000 Requests are made during a 5 minute interval and 800 fail, then the Error Rate for that interval is 80% (=800/1000). There are 8,640 5-minute intervals in a 30-day month. If there is 0% Error Rate in 8,620 intervals and an 80% Error Rate in 20 5 minute intervals, then the average Error Rate is calculated as follows:

$$(8620 * 0\% + 20 * 80\%) / 8640 = 0.18\%$$

Using this example, Availability for the month is 99.81% (=100% - 0.18%).

“**Maintenance Minutes**” means the time period during which the Service will not be Available (i) each month so that we can perform routine maintenance to maximize the performance of the Service, up to 10 hours per calendar month, and (ii) any emergency maintenance we deem necessary in our sole discretion.

“**Maintenance Windows**” means the scheduled time period during which we might perform routine maintenance each week. We will use reasonable efforts to schedule

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Maintenance Windows for non-peak usage hours, however, and we will use reasonable efforts to notify you in advance of any changes to our normal Maintenance Windows.

“**Network**” means the network outside of our border routers.

“**Request**” means a probe that verifies the site is available by logging into the web user interface.

**Maintenance Notices.** We will communicate the date and time that we intend to make the Services un-Available through a global “welcome message” or an email sent to your and your end users’ Administrators at least 24 hours in advance or longer if practical. You understand and agree that there may be instances where we need to interrupt the Service without notice in order to protect the integrity of the Service due to security issues, virus attacks, SPAM issues or other unforeseen circumstances.

**Measurement.** We use a proprietary system to monitor and measure whether the Service has met the Service level metrics below and you agree that this system will be the sole basis for resolution of any dispute that may arise between you and us regarding this Service Level Agreement. Our measurement system is based on our log files. We will make the log files we use to validate your claim available to you upon request.

**Service Level Metrics-- measured on a calendar month basis.**

**Availability.** The Service level metric for Availability is 99.99%.

**Amount of Service Level Credits.**

<b>Availability</b>	<b>Amount of Credit for Affected Users for Affected Month</b>
< 99.99% but $\geq$ 99.00%	5%
< 99.00%	10%