

SilverSky Proprietary

EXHIBIT E - Messaging **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 HOSTED MICROSOFT EXCHANGE SERVICES WITH EMAIL CONTINUITY

“Services” under this Service Level Agreement will mean Hosted Microsoft Exchange Services and SilverSky Email Continuity Services.

SilverSky is committed to providing a scalable and highly available messaging solution through the following service commitment (“**Service Level Agreement**”). We will have the Services Available calculated by the following equation:

$$\text{Availability} = \frac{\text{Total Monthly Minutes} - \text{Maintenance Minutes} - \text{Simultaneous Downtime Minutes of both the Exchange and Email Continuity system}}{\text{Total Monthly Minutes} - \text{Maintenance Minutes}} \times 100\%$$

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 Seat(s) we set up specifically to monitor our performance under each access method for the Services (each a “**Test Seat**”), can send and receive messages, subject to the exclusions defined in Downtime Minutes below.

“**Downtime Minutes**” means the total number of minutes that a Test Seat cannot send or receive messages via the specific access method for the Services. The calculation of Downtime Minutes excludes time that a Test Seat is unable to send or receive messages due to any of the following: (i) the Maintenance Minutes; (ii) you or your end users’ own Internet service provider; (iii) a Force Majeure event; (iv) any systemic Internet failures; (v) one email service platform is available, but the other is not (vi) hardware VPN; (vii) encrypted email Services; (viii) any failure in your or your end users’ own hardware, software or Network connection, (ix) you or your end users’ bandwidth restrictions, or (x) your, or any of your end users’, acts or omissions.

“**Maintenance Minutes**” means the time period during which the Services will not be Available each month so that we can perform routine maintenance to maximize the performance of the Services, up to 240 minutes (4 hours) per calendar month.

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

“**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 Administrator at least forty-eight (48) 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 measure whether the Services are Available 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.

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Term of the Service Level Agreement. This Service Level Agreement shall only become applicable to the Services upon the later of (a) completion of the “stabilization period,” as such term is defined in the Statement of Work (if any), or (b) ninety (90) days from the Launch Date.

Service Level Metrics.

Availability. The Service level metric for Availability is 100%, measured on a calendar month basis.

Amount of Service Level Credits.

Availability.

Availability	Amount of Credit for Affected Seats Affected Month
> 99.9% but <100%	6%
> 96.9% but < 99.9%	8%
> 96.9% but < 97.9%	10%
< 96.9%	12%

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SERVICE LEVEL AGREEMENT FOR HOSTED MICROSOFT® EXCHANGE MESSAGING SERVICES

“**Services**” under this Service Level Agreement will mean the enterprise version of Hosted Microsoft Exchange Messaging Services. The enterprise version of Exchange includes hosted Microsoft Exchange 2013/2016. Minimum guaranteed configuration retains four message copies in two data centers, provides instant DR RPO.

SilverSky is committed to providing a scalable and highly available messaging solution through the following service commitment (“**Service Level Agreement**”). We will have the Services Available calculated by the following equation:

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

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 Seat(s) we set up specifically to monitor our performance under each access method for the Services (each a “**Test Seat**”), can send and receive messages, subject to the exclusions defined in Downtime Minutes below.

“**Downtime Minutes**” means the total number of minutes that a Test Seat cannot send or receive messages via the specific access method for the Services. The calculation of Downtime Minutes excludes time that a Test Seat is unable to send or receive messages 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) hardware VPN; (vi) encrypted email Services; (vii) any failure in your or your end users’ own hardware, software or Network connection, (viii) your or your end users’ bandwidth restrictions, (ix) your, or any of your end users’, acts or omissions, or (x) Microsoft’s failure to resolve a Services-related issue.

“**Mailbox**” means the storage consumption of a user’s email, calendar, notes, contacts (and other standard MS Outlook features) and the MS Exchange Archive capability up to the defined mailbox storage limit (as defined in the price list). Storage usage above this limit is charged on top based on the ‘Additional Exchange Storage’ rate card.

“**Maintenance Minutes**” means the time period during which the Services will not be Available each month so that we can perform routine maintenance to maximize the performance of the Services, up to 240 minutes (4 hours) per calendar month.

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

“**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 Administrator at least forty-eight (48) 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.

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Measurement. We use a proprietary system to measure whether the Services are Available 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.

Term of the Service Level Agreement. This Service Level Agreement shall only become applicable to the Services upon the later of (a) completion of the “stabilization period,” as such term is defined in the Statement of Work (if any), or (b) ninety (90) days from the Launch Date.

Service Level Metrics.

Availability. The Service level metric for Availability is 99.999% measured on a monthly basis.

Amount of Service Level Credits.

Availability.

Availability	Amount of Credit for Affected Seats for Affected Month
> 99.9% but < 99.99%	5%
> 96.9% but < 99.9%	7%
> 96.9% but < 97.9%	9%
< 96.9%	11%