

NFINITY EMAIL™ SERVICES TERMS & CONDITIONS

1. Email Services. nGenx Email Services operate over a broadband connection. The speed of the underlying connection, the processing speed of the computer and the local software or operating systems used may affect the performance of the service. All nGenx Email Services include email, calendar and contacts. Calendars may be shared between Exchange Users and between Hosted Email users. However, Customers utilizing a hybrid solution will not be able to share calendars between Exchange and Hosted Email.

2. Internet Browsers and Email Clients. nGenx will only provide support for Microsoft Internet Explorer 7 or later. nGenx will only support the general configuration of Microsoft Outlook 2010 and nGenx Webmail platforms.

3. BlackBerry. nGenx will only support BlackBerry OS version 5.x

4. Smartphones. nGenx Email Services are intended to work with a variety of Smartphones and tablets including devices operating on iOS, Android, or BlackBerry. The purchase of ActiveSync is required for these devices to operate in a mobile fashion as they were intended. Standard support does not include the setup or configuration of these devices; however, Premium Support which includes support for devices may be purchased for an additional fee.

5. 30-Day Satisfaction Guarantee. If Customer is not completely satisfied with nGenx Email Services covered under this Service Order, Customer may provide written notice of termination within thirty (30) days from the date the service is first available (the "Actual In-Service Date"), and Customer will be released from any further obligation under the Service Order without penalty. Upon termination, nGenx will return the Customer's data and applications in a commercially reasonable manner. Customer is responsible for all hardware, software and IT support necessary for the return of applications and data.

6. Technical Support. Customer will have the sole responsibility for handling technical support inquiries from its Users, unless Customer has purchased User Support from nGenx. nGenx will have responsibility for handling technical support inquiries solely related to the Services only from Customer's Administrator(s); provided however, that nGenx's obligation under this section will be limited to providing such technical support (i) in English, and (ii) via toll-free telephone or email.

7. Operation of the Services. nGenx will provide Users that Customer designates to nGenx (each a "User") with an email mailbox (each a "Seat") on the Domain Names that Customer specifies to nGenx. Customer and its Users will be responsible at Customer's own expense for all hardware, desktop software, wireless devices, and internet connections that Customer and its Users are required to reach the servers nGenx uses to operate the Services, subject to nGenx's minimum requirements. nGenx will provide the Services to Customer and its Users (i) on shared servers, unless nGenx agrees otherwise in writing, and (ii) pursuant to nGenx's current SLA available at www.ngenx.com/legal/service-level.

8. Domain Name. nGenx will provide the Services to Customer under the domain name(s) Customer specify to nGenx (the "Domain Name(s)"). Customer will own the Domain Name(s). If necessary, Customer will give nGenx technical assistance if nGenx reasonably request it, to implement the use of the Domain Name(s) on nGenx's servers. nGenx will provision Customer Domain Name(s) and Seats on the Actual In-Service Date. Thereafter, either Customer or nGenx will provision Customer Domain Name(s) and Seats electronically through the Control Panel or the nGenx Support Desk, pursuant to the terms herein.

9. Scheduled Maintenance. nGenx will perform Windows and Exchange server updates in accordance with Microsoft best practices. Hardware systems maintenance shall occur on a regular basis in accordance with the manufacturer's specifications. nGenx will use all reasonable efforts and best practices to eliminate or reduce any application downtime. In the event that such maintenance requires Service interruption, activities will take place in off-hour maintenance windows.

10. Emergency Maintenance. To the extent possible, nGenx shall provide at least one (1) hour notice to Customer prior to performing Emergency Maintenance. Circumstances may dictate that Emergency Maintenance be performed with minimal or no notice to Customer in order to protect the stability of Customer's applications and the integrity of Customer's data. nGenx shall not be responsible for any interruption of service or loss of data during such Emergency Maintenance procedures.

11. Modifications. nGenx may modify the software, hardware, or networking nGenx uses to operate the Services from time to time at its sole discretion.

12. Backup Services. nGenx shall use all commercially reasonable efforts to backup Customer's email on a regular basis.

a. Data Replication. nGenx utilizes SAN to SAN replication across multiple data centers.

b. Data Recovery. Deleted items are retained for a period of thirty (30) days and are not recoverable thereafter unless Customer has subscribed to an archival solution. A deleted mailbox is recoverable for seven (7) days.

c. File Level Recovery. Customer shall be billed on a time and materials basis for consulting services to perform recovery.

13. Demarcation. Customer acknowledges that nGenx Email Services are delivered over a broadband connection. nGenx accepts no responsibility for Customer's LAN, PCs, broadband connection, desktop, applications not hosted by nGenx, or any other items beyond the services provided under this Service Order. nGenx applications contain server side virus protection, but nGenx does not protect Customer's internal network from viruses, spyware, cookies, or other items which may inhibit the performance of Customer's network and/or applications.



14. Installation of Services. nGenx will provision email boxes and add-on Services such as BlackBerry, ActiveSync and archiving for Customer. DNS and MX record information will be provided by nGenx to Customer so that Customer can make changes with its DNS provider. nGenx will assist Customer with DNS changes at the current time and materials rates. nGenx will provide Control Panel access and training material to the identified Customer Administrator(s). nGenx will not import Customer historical email and/or .PST files. nGenx will provide the Customer with documents needed for Customer to set up distribution and contact lists as well as import and export instructions for historical email. Customer may opt for a Managed Migration at additional cost. Installation details may be found at: <http://www.ngenx.com/wp-content/uploads/2011/04/E-Install-Responsibilities-Matrix.pdf>.

15. Technical Support. nGenx provides technical support 24 hours a day, 7 days a week, 365 days a year. Technical support does not include consulting services or training on applications or devices. Customer may purchase a Premium Support package for an additional fee. nGenx shall not provide technical support arising from or related to an unauthorized use of the service, including but not limited to a failure to meet the minimum requirements set forth in paragraph one (1) above or in violation of the Acceptable Use and Privacy Policy. nGenx shall not provide technical support for any Customer equipment or hardware. It is Customer's responsibility to contact the manufacturer to obtain assistance in programming or configuring any hardware or equipment.

16. User Count. The number of Users and/or Services provided in this Service Order is a good faith estimate only. The actual number of Users and/or Services will vary according to Customer's requests for additional service or deletion of service. Customer accepts new service when it is entered into nGenx's billing system or provisioned through the Control Panel.

17. Email Storage and Volume Restrictions. The pricing for Exchange includes 1 to 5 GB of storage per User account. Pricing for Hosted Email includes an initial 10GB per User storage. Additional storage may be purchased by Customer in 10GB increments. nGenx may immediately delete any or all of a User's email messages without prior notice if, and only if, in nGenx's sole discretion, nGenx determine that a User's excess storage

use is an immediate threat to nGenx's systems or operations; provided however, that nGenx will (i) delete only the number of email messages required to alleviate such immediate threat, and (ii) use commercially reasonable efforts to contact Customer Administrator prior to such deletion. As part of nGenx's SPAM filtering efforts, nGenx may, at its sole option, deploy commercially reasonable, automatic filters that may delay delivery of and/or terminate emails sent to or by Users without delivering them.

18. SPAM and Virus Filtering. nGenx Email Services include both inbound and outbound SPAM and Virus filtering. nGenx is not responsible for individual User settings.

19. Compliance Archiving/Monitoring. Customer understands that compliance archiving and monitoring is not included but may be purchased separately. nGenx's default retention term for archiving services is three (3) years. Additional time may be purchased by Customer. Legacy Email can be imported for a onetime charge.

20. Global Relay. Archiving and monitoring services are provided in partnership with Global Relay Communications, Inc. subject to the terms and conditions found at http://www.globalrelay.com/html/usage/services_agreement.html Customer agrees to be bound the terms and conditions found therein.

21. Hosted Email. This product is not Hosted Microsoft® Exchange, although it has many similar features and functionality, including Outlook integration and ActiveSync. Because this is a web-based product, idiosyncratic reasons (i.e. firewall rules, corrupted JVM software) may exist outside the control and knowledge of nGenx and its vendors that prevent the technology from operating as intended. As a result, nGenx cannot warrant or guarantee that this service will work on all computers of Customer. The following limits apply: two (2) custom domains, incoming and outgoing emails no greater than 50MB, maximum of 100 email recipients and individual documents no greater than 500MB. All data from the server and backup media is deleted within thirty (30) days of termination unless a written request is received requesting earlier deletion. This service is designed to work with most next generation browsers, but may not be compatible with all browsers, especially older versions.