

INFORMATION FOR CUSTOMER ACUITY MAIL (EMAIL SERVICES)

- This Order Form is used for the Customer to order Acuity Network's Acuity Mail Service ("**Service**") on the terms set out below and in accordance with the attached terms and conditions and the attached schedules "**Terms and Conditions**".
- If the Customer would like to order the Service, the Customer should complete and sign this Order, and then send it to: Acuity Networks Limited, 2nd Floor, Sheldon Chambers, 2235-2243 Coventry Road, Birmingham B26 3NW: email address:sales@acuitynetworks.co.uk. "".
- Once this Order has been signed by both Acuity Networks and the Customer, Acuity Networks and the Customer will have a legally binding agreement incorporating the Terms & Conditions which from time to time may change.

ORDER DETAILS

Customer details:	("Customer"). Customer's address is
Start date <i>(Insert the date on which Customer wishes the Customer Agreement with Acuity Networks to commence.</i>	
Order reference <i>(for Acuity Networks use only):</i>	
Relationship Managers:	

SIGNATURE

I confirm that I have read and agree to the attached Terms & Conditions.

<p>Signed for and on behalf of Acuity Networks Limited by:</p> <p>Signed.....</p> <p>Name.....</p> <p>Position.....</p> <p>Date.....</p> <p>Witnessed by:</p> <p>Signed.....</p> <p>Name.....</p>	<p>Signed for and on behalf of Customer by:</p> <p>Signed.....</p> <p>Name.....</p> <p>Position.....</p> <p>Date.....</p> <p>Witnessed by:</p> <p>Signed.....</p> <p>Name.....</p>
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1 DEFINITIONS

In this Contract the following expressions have the following meanings:

- 1.1 **"Acuity Networks"** means Acuity Networks Limited, a company registered in England under company number 7102535, and whose registered office is at 2nd Floor, Sheldon Chambers, 2235-2243 Coventry Road, Birmingham B26 3NW;
- 1.2 **"Acuity Networks Helpdesk"** means the helpdesk made available by Acuity Networks to the Customer pursuant to the provision of Support;
- 1.3 **"Additional Fees"** means any fees other than the Monthly Fees that are payable by the Customer to Acuity Networks pursuant to this Contract;
- 1.4 **"Available"** means the availability described at Schedule 1 (Service Description and Availability);
- 1.5 **"Customer"** means the customer identified in the Service order;
- 1.6 **"Customer Responsibilities"** means the Customer's obligations and responsibilities, as set out at Schedule 1 (Service Description and Availability) and Schedule 2 (Support);
- 1.7 **"Data"** means such personal data processed in accordance with Clause 7.1;
- 1.8 **"Data Protection Legislation"** means any legislation in force from time to time which implements the European Union Directive entitled 'Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data' or the European Union Directive entitled 'Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector' or otherwise relates to the use of personal data including the Data Protection Act 1998, and where **"data controller"**, **"personal data"**, **"processing"**, **"processed"**, and **"sensitive personal data"** are referred to in the Contract, they shall have the meaning set out in the Data Protection Act 1998;
- 1.9 **"Downtime"** means any period in which the Service is not made Available (provided always, and for the avoidance of doubt, that certain Service unavailability is not classified as Downtime – as specified in Schedule 1 (Service Description and Availability));
- 1.10 **"Microsoft"** means Microsoft Corporation Inc or any of its affiliates;
- 1.11 **"Microsoft Licence"** means the licence terms and conditions in respect of the Microsoft Software, freely available from Acuity Networks' website;
- 1.12 **"Microsoft Software"** means Microsoft Outlook or Entourage;
- 1.13 **"Minimum Term"** means a minimum term of this Contract, which is set at 36 months from the start date of this agreement
- 1.14 **"Monthly Fees"** means the monthly fees payable by the Customer to Acuity Networks in consideration of the provision of the Service and Support, such fees variable from time to time as specified in the order for Services and as enabled by the Service (or as otherwise agreed between the parties);
- 1.15 **"Service"** means the 'Acuity Mail' service set out at Schedule 1 (Service Description and Availability), and references to 'Acuity Mail' shall be construed as references to the Service; and
- 1.16 **"Support"** means the services described at Schedule 2 (Support).

2 SERVICE

- 2.1 For the duration of this Contract, Acuity Networks shall:
- make the Service Available to the Customer;
 - provide Support to the Customer, subject to the terms of this Contract.
- 2.2 As part of the Service, Acuity Networks shall deliver to the Customer such number of copies of Microsoft Software as ordered by the Customer.
- 2.3 Acuity Networks warrants that:
- it has the authority to enter into the Contract;
 - the Service will be provided using reasonable care and skill in accordance with good industry practice.
- 2.4 The Customer must not sub-license the use of, or permit third parties to use (whether directly, or as part of a managed service), the Service, Support, and / or the Microsoft Software.
- 2.5 The Service is standardised and commercially available and has not been

developed specifically for the Customer. Therefore, it is the Customer's responsibility to make reasonable efforts to understand and implement any working practice changes required to make successful use of the Service.

- 2.6 The Customer acknowledges that the Service is powered by software which, by its very nature cannot be not free of bugs and errors. The purpose of Support is to mitigate the effect of bugs and errors. Support, however, cannot necessarily resolve bugs and errors.
- 2.7 Time shall not be of the essence of the performance of Acuity Networks' obligations pursuant to the Contract.

3 CUSTOMER RESPONSIBILITIES

- 3.1 The Customer must not use the Service in any illegal, immoral, defamatory, obscene, or threatening manner (whether deemed so in any jurisdiction), or for such purposes.
- 3.2 The Customer must implement technical and organisational processes that are consistent with good industry practice to prevent unauthorised access to the Service made available to the Customer by Acuity Networks.
- 3.3 The Customer must:
- comply with the Microsoft Licence;
 - disclose to Microsoft such information as required by Microsoft pursuant to the Microsoft Licence, including its name, address, and number of copies of the Microsoft Software it has ordered, and number of installations and/or instances (provided that if requested by the Customer, Acuity Networks will make such disclosures to Microsoft on the Customer's behalf);
 - not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software; and
 - not reverse engineer, decompile, or disassemble the Microsoft Software, except to the extent that such activity is expressly permitted by applicable law.
- 3.4 The Customer must comply with the Customer Responsibilities.

4 FEES AND PAYMENT

- 4.1 The Customer shall pay the Monthly Fees monthly in advance by direct debit (or as agreed between the parties).
- 4.2 Acuity Networks shall be entitled to raise an invoice for Additional Fees as and when they fall due.
- 4.3 The Customer shall pay all invoices within 7 days' of the date of the invoice by Direct Debit.
- 4.4 The Customer shall update Acuity Networks with any revisions to its payment method to ensure that payment to Acuity Networks does not fail for any reason. In the event that the Customer's payment details are declined by its bank or credit provider, Acuity Networks shall be entitled to charge the Customer an administration fee of £25.00, which the Customer agrees will be added to the Monthly Fees.
- 4.5 Acuity Networks shall be entitled to charge a fee to post the Microsoft Software to the Customer, if so requested by the Customer. The Customer may alternatively download the Microsoft Software over the internet, free of charge.
- 4.6 Acuity Networks agrees to pay the licence fees for the Microsoft Software on behalf of the Customer. Such fees are included in the Monthly Fees (payable by the Customer to Acuity Networks).
- 4.7 The Monthly Fees and Additional Fees are payable in pounds sterling and are exclusive of VAT and any other sales tax or duties, which shall be paid by the Customer at the rate and in the manner prescribed by law.
- 4.8 The Customer must notify Acuity Networks of any dispute regarding the validity or authorisation of a direct debit payment made in respect of payment of the Monthly Fees and / or Additional Fees within 7 days of the date the Customer payment was taken.
- 4.9 If any Monthly Fees and / or Additional Fees are not paid by the due date for payment, then (without prejudice to Acuity Networks' other rights and remedies) Acuity Networks reserves the right to:
- charge the Customer an administration fee of £25.00, which the Customer agrees will be added to the Fees; and/or

- (ii) charge interest on that sum at 5% above the Barclays bank lending rate at that time. at Acuity Networks' sole discretion, suspend any or all of the Service and / or Support.

5 MONEY BACK GUARANTEE

- 5.1 In the event of Downtime, Acuity Networks shall refund to the Customer the pro rated per minute Monthly Fees payable in respect of the prevailing month's Service, multiplied by the number of minutes of Downtime during that month, multiplied by fifty, provided that:
- (i) no refunds are payable in the event that the refund amount is less than £5 within any calendar month;
 - (ii) the total refund to a Customer shall not exceed 50% of the Monthly Fees charged during the month of Downtime.
- 5.2 To receive a refund pursuant to this Clause 5, the Customer must:
- (i) not be in breach of this Contract;
 - (ii) send an email or written refund request to the Acuity Networks Helpdesk in the month immediately following the month for which the Customer is seeking a refund, such request including the Customer's account username and the dates and times of Downtime. All refunds will be paid in form of a credit note.
- 5.3 Refunds made pursuant to this Clause 5 are payable as liquidated damages to the Customer (and are genuine pre-estimates of loss) and, subject always to Clause 10.1, are the Customer's exclusive pecuniary remedy against Acuity Networks for any Downtime, whether such Downtime constitutes a breach of Contract, negligence, and / or breach of statutory duty.

6 PROPERTY

- 6.1 Risk in (and the responsibility to keep secure and insured) the Microsoft Software and any other materials provided by Acuity Networks to the Customer pursuant to this Contract shall pass to the Customer on delivery. This Contract shall not transfer ownership of any tangible or intellectual property to the Customer.
- 6.2 Subject to Clause 6.3, ownership of the Intellectual Property Rights in the Service, Microsoft Software, and Support shall remain vested in Acuity Networks and / or Acuity Networks' suppliers (as applicable). The Customer shall not obtain ownership of any Intellectual Property Rights in the Service, Microsoft Software, and / or Support.
- 6.3 All data created or stored by the Customer pursuant to the Service within Acuity Networks' applications and servers is the property of the Customer. Acuity Networks makes no claim of ownership of any web server content, e-mail content, or any other type of data contained within the Customer account holder's email accounts or within applications on Acuity Networks' servers.

7 DATA

- 7.1 For the duration of this Contract, Acuity Networks shall retain in its applications and servers Customer data including but not limited to the content of private and public information store, active directory, log files, and backup copies. Acuity Networks shall only process personal data and / or sensitive personal data on behalf of the Customer as is permitted under this Contract. In the course of such processing, both parties acknowledge that Acuity Networks is a data processor and the Customer is the data controller.
- 7.2 Acuity Networks shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, Data.
- 7.3 The Customer warrants that the Data has been obtained and processed fairly and lawfully and that the Customer has obtained all necessary consents to enable:
- (i) it to make available the Data to Acuity Networks; and
 - (ii) Acuity Networks to process the Data pursuant to this Contract.
- 7.4 Acuity Networks shall comply with all reasonable Customer instructions in respect of the Data, provided that those instructions are compliant with the Data Protection Legislation.
- 7.5 If, in accordance with this Contract, Acuity Networks subcontracts processing of the Data to a third party, Acuity Networks must procure that

the third party enters into equivalent obligations as is imposed on it under this Clause 7.

- 7.6 Each party shall comply with the terms of the Acuity Mail privacy policy, available on Acuity Networks' website.

8 TERM AND TERMINATION

- 8.1 This Contract shall commence upon agreement by both parties and shall continue unless and until terminated in accordance with this Clause 8.
- 8.2 Acuity Networks shall be entitled to terminate this Contract on or after expiry of the Minimum Term by giving to the Customer not less than 30 days' prior written notice, such notice to take effect on the last day of a calendar month.
- 8.3 The Customer shall be entitled to terminate this Contract on or after expiry of the Minimum Term by giving written notice to the Acuity Networks Helpdesk at any time, provided that the Customer shall remain liable to pay the Monthly Fees in full until the last day of the then current calendar month.
- 8.4 Acuity Networks shall be entitled to terminate the Contract immediately:
- (i) if the Customer commits any material breach of the Contract and fails to remedy that breach within thirty (30) days' written notice of that breach (the thirty (30) day period only applies where a breach is capable of remedy – if it is incapable of remedy, the Contract may be terminated by written notice immediately); or
 - (ii) if the Customer becomes bankrupt, insolvent, or a court or arbiter with authority to so determine, determines that it is unable to pay its debts.
- 8.5 On termination of this Contract (howsoever caused):
- (i) all tangible property provided by Acuity Networks to the Customer must be returned to Acuity Networks promptly;
 - (ii) the Customer must uninstall and cease use of any Microsoft Software that has been provided to it by Acuity Networks pursuant to this Contract;
 - (iii) Acuity Networks shall not be responsible for retaining any of the Customer's data and Acuity Networks shall, subject to Sub-Clause (v) below delete all data created or stored by the Customer within Acuity Networks' applications and servers;
 - (iv) Acuity Networks shall not restore, provide storage media or send out any data pertaining to terminated accounts unless expressly requested to do so by the Customer, and provided such data has not already been deleted;
 - (v) Acuity Networks shall be entitled to continue to process and retain Data for so long as is required or as may be necessary for the purpose of defending any legal proceedings that may be brought against it and / or as is required by law or any regulatory body or recommended by any relevant code of practice;
 - (vi) the rights and duties created by Clause 4 (including accrued payment obligations of the Customer), this Clause 8.5, Clauses 9, 10, and 13 shall survive; and
 - (vii) any rights of either party which arose on or before termination shall be unaffected.

9 CONFIDENTIAL INFORMATION

- 9.1 Neither party shall, without the authority of the other, disclose to any third party any confidential information concerning the products, customers, business, relationships, finance or contractual arrangements or other dealings, transactions or affairs of the other which may come to that party's knowledge in the course of performing its duties under the Contract.
- 9.2 Nothing contained in Clause 9.1 above shall prevent either party from disclosing that information:
- (i) to any of its employees whose work requires a knowledge of that information;
 - (ii) to any government department or other authority, court or arbitrator having statutory authority or jurisdiction to require the disclosure of that information;
 - (iii) if that information enters the public domain through no act or default on the part of the recipient of the information.

10 LIABILITY AND INDEMNITIES

- 10.1 Acuity Networks shall not exclude or limit its liability for: (a) death or personal injury caused by its negligence; and / or (b) fraudulent misrepresentation.
- 10.2 Acuity Networks shall not be liable for any loss of profit, loss of revenue, loss of anticipated savings, and / or loss of goodwill ("**Consequential Losses**") arising under or in connection with the Contract, except where Consequential Losses arise under Clause 10.1.
- 10.3 Any content, materials, information or software downloaded or otherwise obtained through the use of the Service is at the Customer's own discretion and risk. Acuity Networks shall have no responsibility for any damage to the Customer's computer system or loss of data that result from the download of any content, materials, information or software.
- 10.4 The Customer agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering into the Contract and that its only remedies can be for breach of contract (unless the statement was made fraudulently).
- 10.5 Acuity Networks' Contractual Liability to the Customer shall not exceed the lower amount of: two thousand pounds (£2,000) or the sum of the contract for a 12 month period. "**Contractual Liability**" means liability howsoever arising under or in relation to the subject matter of the Contract (including liquidated damages payable pursuant to Clause 5) that is not: (a) unlimited by virtue of Clause 10.1 above; or (b) excluded pursuant to Clauses 10.2, 10.3, and 10.4 above.
- 10.6 Acuity Networks hereby excludes any implied condition or warranty concerning the quality, accuracy, completeness, or fitness for purpose of the Service, Microsoft Software, and Support, whether such condition or warranty is implied by statute or common law, or otherwise.
- 10.7 The Customer shall indemnify Acuity Networks against, and will keep Acuity Networks indemnified from and against, any and all liability or for any and all losses, damages, costs, expenses and other liabilities of any kind, arising from or connected with:
- (i) the Customer's breach of the Contract;
 - (ii) the Customer's misuse, copyright infringement, or breach of contract in relation to the Microsoft Software;
 - (iii) a claim or complaint brought or made by a third party under the Data Protection Legislation arising in connection with the Customer's use of the Service, except where such claim or complaint arises as a result of Acuity Networks' breach of this Contract;
 - (iv) a claim or complaint brought or made by a third party alleging or providing evidence of the Customer's breach of Clause 3.1;
 - (v) any liability arising under or in connection with the Customer's use of the Service, including unauthorised use of the Service, except where such use arises as a result of an act or omission of Acuity Networks.

11 VARIATION

- 11.1 Any variation to the Contract will be valid only if made in writing and signed by an authorised representative of each party, provided always that Acuity Networks shall from time to time be entitled to vary the Service, Availability, Support and / or the terms of this Contract by notifying the Customer that such variations have taken place and by making available the full detail of such variations either by email or on its website.
- 11.2 For the avoidance of doubt, variations to the Monthly Fees made in accordance with this Contract shall not be subject to Clause 11.1.

12 ASSIGNMENT AND SUBCONTRACTING

- 12.1 The Customer shall not assign or otherwise transfer the Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Acuity Networks. Acuity Networks is entitled to assign or transfer the Contract and any of its rights and obligations hereunder in whole or in part. Acuity Networks is entitled to sub-contract and / or delegate the performance of any of its obligations under the Contract.

13 FORCE MAJEURE

- 13.1 Neither party shall be liable for any delay or failure in performing its duties

under this Contract (except payment obligations of the Customer) caused by any:

- (i) act of God, explosion, flood, tempest, fire or accident;
- (ii) catastrophic tier-1 regional or national internet outages and congestion;
- (iii) blocking lists and strategies imposed by internet service providers;
- (iv) denial of service attacks, mail bombing, and other flooding techniques;
- (v) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites;
- (vi) war or threat of war, sabotage, insurrection, terrorism, civil disturbance or requisition;
- (vii) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental agency or local authority;
- (viii) import or export regulations or embargoes;
- (ix) strikes, lock-outs or other industrial actions or trade disputes.

14 GENERAL PROVISIONS

- 14.1 **Entire agreement.** The Contract supersedes any prior contracts, arrangements and undertakings between the parties in relation to the Service and Support and constitutes the entire contract between the parties relating to the subject matter.
- 14.2 **Third party rights.** The parties agree that any person who is not a party to the Contract shall have no right to enforce any term of the Contract against either of the parties under the Contracts (Rights of Third Parties) Act 1999.
- 14.3 **Severability.** If any part of the Contract is held unlawful or unenforceable that part shall be struck out and the remainder of the Contract shall remain in effect.
- 14.4 **Non-waiver.** No delay, neglect or forbearance by either party in enforcing its rights under the Contract shall be a waiver of or prejudice those rights.
- 14.5 **Notices.** All notices (which include invoices and correspondence) under the Contract shall be in writing (which shall include electronic communication via the Service) and shall be sent to the address of the recipient set out in the Contract or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, by fax, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first class post 48 hours after delivery to the courier or posting (as the case may be), if by fax when confirmation of transmission is received, or if by email immediately.
- 14.6 **Law and jurisdiction.** The Contract is governed by and to be construed in accordance with the laws of England and Wales. Any disputes arising under the Contract are to be resolved by the courts of England and Wales.

SCHEDULE 1 – SERVICE AND AVAILABILITY



1. SERVICE

1.1 Acuity Mail is a business email system which offers the full functionality of Microsoft Exchange 2007, delivered with Microsoft Office 2007 or Entourage 2008 for Mac. Acuity Mail includes:

- 1.1.1 5GB mailbox storage per user (with option to upgrade); unless otherwise agreed on the Customer order form)
- 1.1.2 a copy of Microsoft Office Outlook 2007 or Microsoft Entourage 2008 for each mailbox user;
- 1.1.3 full functionality of the mailbox available through Outlook Web Access;
- 1.1.4 Spam defence and Virus protection;
- 1.1.5 simple and easy-to-use web interface / control panel to administer email accounts;
- 1.1.6 remote backup solution providing an integral component of a business disaster recovery plan;
- 1.1.7 public folders to store documents or emails for all members of staff to view;
- 1.1.8 multiple email addresses and distribution lists;
- 1.1.9 contacts;
- 1.1.10 global address list;
- 1.1.11 offline address list.

1.2 The Service is further described at paragraphs 4 - 13, below.

2. AVAILABILITY

2.1 Subject to paragraphs 2.2 and 2.3 below, Acuity Networks guarantees 99.99% availability of the Service measured on a calendar month basis.

2.2 Availability means that the Customer is able to access and retrieve information from the exchange server and send and receive messages via the exchange server, by using the Environment (defined at paragraph 3 below).

2.3 Availability excludes unavailability due to:

- 2.3.1 Maintenance (defined at paragraph 4 below); and / or
- 2.3.2 Force Majeure (defined at Clause 13 of the Contract).

2.4 To verify exchange server Availability, Acuity Networks will open a connection to the server on the port assigned to the exchange Information Store Service every five minutes, with a 30-second failure threshold. If connection is not successful, the exchange server is considered non-operational and helpdesk personnel on duty are automatically notified. If two or more consecutive test connections fail, the exchange server unavailability will be registered as the number of minutes between the first and the last failed tests. Exchange server unavailability of less than five minutes in duration is not recorded. Acuity Networks will calculate exchange server Availability and refund eligibility amounts based on this exchange server monitoring process.

3. ENVIRONMENT

3.1 The "Environment" is:

- 3.1.1 an internet connection with sufficient bandwidth and quality to allow trouble-free browsing;
- 3.1.2 data uploading and downloading that does not constrain Microsoft® Exchange functionality;
- 3.1.3 a fully functional Internet browser;
- 3.1.4 a fully functional and supported email client;
- 3.1.5 such environment as recommended by Acuity Networks from time to time to reflect the Customer's initial and ongoing Service requirements.
- 3.1.6 The Customer is responsible for procuring and maintaining the Environment.

3.2 The Customer is entitled to update the Environment from time to time by notifying Acuity Networks, provided that the updated Environment must always comply with Acuity Networks' reasonable recommendations.

4. MAINTENANCE

4.1 To guarantee optimal performance of the exchange servers, it is necessary for Acuity Networks to perform routine maintenance on the servers. Such maintenance often requires taking exchange servers off-

line, typically performed during off-peak hours. Acuity Networks will give the Customer advance notice of maintenance requiring the servers to be taken off-line whenever possible.

4.2 **Scheduled.** The exchange servers will be taken offline intermittently on the night of every second Friday of the Month, following Microsoft's patch releases, for regular maintenance & upgrades from 11:00 pm to 4:00 am, London time. During this time, the Customer may lose connectivity intermittently depending upon which part of Acuity Mail is being worked on. This maintenance work will help make the servers more secure by installing the latest software patches and other upgrades to help the system run better. We have chosen a weekend night to minimise any impact on Customer productivity.

4.2.1 During this window of downtime, the Customer may NOT be able to consistently connect to the exchange servers via Outlook client or via Outlook Web Access or via any other devices. Depending on which servers are being worked upon, the Customer may intermittently lose access for all or part of this downtime window.

4.2.2 If the Customer requires access to Outlook mailbox data during this entire window of time, the Customer must setup Outlook to operate in Cached or Offline mode. Any changes made inside Outlook while in offline mode can be synchronized when re-connecting to the exchange servers in online mode. Instructions on setting up Outlook for Cached or Offline mode can be found in the Helpdesk Support FAQs.

4.2.3 Any e-mails sent to users during this time will be captured and queued by the Acuity Mail backup server so that the Customer will not lose any incoming e-mails.

4.3 **Emergency.** Under certain circumstances Acuity Networks may need to perform emergency maintenance, such as security patch installation. Acuity Networks will not be able to provide the Customer with advanced notice in case of emergency maintenance.

5. LIMITATIONS AND STORAGE CAPACITY

5.1 **Hosted Exchange Limitations.** In addition to the aggregate account storage capacity, each mailbox and public folder also has its own storage limit. When the storage capacity is reached on an individual mailbox or folder, the exchange servers shall stop sending or receiving messages. Acuity Networks is not responsible for Service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. To prevent such occurrences, the Customer can manage mailbox and public folder storage limits at any time from within the Control Panel. The maximum limit of any mailbox 20GB and is also restricted by the maximum amount of unallocated aggregated storage available for all mailboxes.

5.2 **Mailbox and Public Folder Storage Capacity.** Each mailbox and public folder has its own storage limit. When the storage limit is reached on an individual mailbox or folder, the exchange servers may stop sending or receiving messages leading to possible server unavailability or data loss. Acuity Networks is not responsible for unavailability or data losses caused by any mailbox or folder exceeding its storage limit.

5.3 **Data Transfer.** The maximum acceptable level of data transfer per mailbox is 50 GB of data per month. If a Customer exceeds this limit, then Acuity Networks reserve the right to pause the Customer account.

5.4 **Top Level Public Folders.** The exchange server retains ownership of the two top layers of the public folder hierarchy, "Public Folders", and under that folder, the "All Public Folders". Each Top level public folder has a limit of 5GB. These setting are set by the exchange server architecture and cannot be modified.

5.5 **Additional Limits.** The following limits are set for all Acuity Mail packages:

- 5.5.1 up to 50 Inbound Domains;
- 5.5.2 up to 500 distribution lists;
- 5.5.3 up to 500 contacts;
- 5.5.4 up to 200 recipients per message;
- 5.5.5 up to 50 MB for incoming/outgoing message size.

6. ADDRESS LISTS

6.1 Acuity Networks creates one Global Address List and one Offline Address List for a Customer account. Global Address List and Offline Address List are available to all users within a Customer account. Global

Acuity & Acuity Networks are the trading styles of Acuity Networks Limited.

Registered in England No. 7102535 Registered Office: Sheldon Chambers, 2235-2243 Coventry Road Birmingham B26 3NW

SCHEDULE 1 – SERVICE AND AVAILABILITY



Address List lists all mailboxes, contacts and distribution lists on a Customer account, unless the Customer explicitly chooses to hide any of these objects from a Global Address List. Offline Address List is a replica of Global Address List and is available in MS Outlook when working offline. Global Address List is replicated to Offline Address List on a daily basis.

7. WINDOWS MOBILE, BLACKBERRY AND OTHER MOBILE DEVICES

7.1 As an add-on service, Acuity Networks 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 the device and wireless access provider chosen by the Customer, therefore Acuity Networks can only assure the Customer that it shall use commercially reasonable efforts to assist in configuring and supporting a wireless exchange server access for the areas of the access not under Acuity Networks' control.

8. SERVER BACKUPS

8.1 Acuity Networks makes several backups daily of the Service, this is done through a combination of software and hardware backup devices, and third-party storage services. Acuity Networks store 30 days worth of data backup points. Acuity Networks is not responsible for data that is not stored on our exchange servers and that includes data pulled from Acuity Mail servers and stored locally on user storage devices. Acuity Networks will make every reasonable effort to ensure the integrity of backed-up data.

8.2 Data backups are primarily intended to enable Acuity Networks to restore server operations. These backups are not intended to routinely restore user mailboxes or data as this is a much more intensive process.

8.3 Data and backup services are not guaranteed to meet government or other compliance requirements that a customer might be subject to. If archiving and back-up services are required for compliance, then a more comprehensive service can be provided through a specific Acuity Networks service plan.

9. EMAILS

9.1 **Anti-Spam.** Acuity Networks installs third-party provided, anti-spam software on its exchange servers. This software is configured to check all incoming and outgoing messages according to the spam detecting heuristics provided with the software. As a part of the anti-spam software service, the spam detecting heuristics are regularly updated. Acuity Networks is not responsible for lost or corrupted messages due to anti-spam filtering.

9.2 **Email Delivery.** The outgoing email protocol used on exchange server (SMTP) is a "store-and-forward" type of protocol which does not guarantee immediate delivery of email messages. If the mail server's first email delivery attempt fails, it will re-attempt delivery according to a predefined schedule. If the message fails to be sent for 24 to 72 hours, the messages will be returned to the sender.

9.3 **Restore.** The Service offers two methods for restoring email:

9.3.1 A seven day deleted item retention store, which is designed for end users to be able to instantly recover deleted items from their deleted items bin. This is done using Outlook or Outlook Web Access.

9.3.2 30 days of backup history to enable the Customer to restore a complete database store and extract email from individual mailboxes but is a much more intensive process. As this can take some time it is a chargeable service. For each restore point date Acuity Networks charges £125, if the email is not found on the specific date and another restore point date is needed then this will incur a further £125 charge.

10. DATA EXPORT FROM THE SERVICE

10.1 The end user can configure Outlook so that each mailbox can be exported into a .pst file; and / or

10.2 The mailboxes and public folder for the entire Customer account can be copied to individual .pst files and saved on a removable USB hard drive up to 100GB for a charge of £700. For storage greater than 100GB, a further £450 is charged per additional 100GB.

11. VIRUS POLICY

11.1 The Service employs the latest virus protection against incoming email viruses sent to the Customer's mailbox. All incoming messages to the Customer Service account are scanned and it is our policy to delete infected attachments prior to delivery to the Customer's mailbox. The Acuity Mail virus control systems will delete any email found to contain a virus, worm, or any form of malicious computer code. Acuity Networks does not always send notification to the sender or receiver when an email virus is identified and removed (to prevent "looping" of emails).

11.2 Virus scanning technology is based on known virus signature patterns and heuristics which Acuity Networks updates several times each day. Acuity Networks also runs multiple virus patterns simultaneously to ensure we catch known viruses before they enter our system. Virus protection is an ongoing process and it is impossible to protect against 100% of the virus threats. We cannot be held responsible for new viruses that are not detected by our scanning software. In addition, end-users are responsible for protecting their computers with PC-based anti-virus software and ensuring they are virus-free.

11.3 Acuity Networks will not be held responsible if the Customer's domain name is blocked by Internet Service Providers (ISPs) for sending virus-infected emails. If the Customer's email software is connected to another email service other than the Service, it is possible that virus-infected email could be pulled into the Customer's Acuity Mail account. Acuity Networks cannot be held responsible for virus-infected email originally sent to email services outside of Acuity Mail. Acuity Networks reserves the right to temporarily disable end-user mailboxes/accounts that are transmitting viruses into Acuity Mail until the virus outbreak is under control.

12. DATA INTEGRITY

12.1 Acuity Networks employs RAID techniques to ensure the integrity of the data on its servers and to prevent data loss in the event of hardware failure. Acuity Networks performs routine server backups for disaster recovery purposes.

13. PASSWORDS

13.1 Acuity Networks recommends that end-users use passwords that contain numbers and symbols in order to prevent unauthorised users from guessing commonly-used choices (i.e. "12345", "password", etc.). For security reasons, the Acuity Networks Helpdesk can only reset passwords for the designated account administrator.

SCHEDULE 2 – SUPPORT



1 SCOPE OF SUPPORT

1.1 In response to Service incidents reported to Acuity Networks in accordance with paragraph 2 (below), Acuity Networks will provide the service levels specified at paragraph 2.4 (below) provided the incidents reported do not result directly or indirectly from the Customer's:

- 1.1.1 misuse or improper use of the Service; and/or
- 1.1.2 breach of Contract.

2 THE ACUITY NETWORKS HELPDESK

2.1 Technical Support is available 24/7/365. Migration Assistance and Training on using the control panel is available in core business hours only, which are Monday - Friday 8am to 5:30pm. References in this Service Level Agreement to "hours" does not include hours outside of Operating Hours.

2.2 Acuity Networks employs a ticketing system to track all support enquires, a ticket can be created one of two ways, by emailing the Helpdesk or phoning them. The Acuity Networks Helpdesk assigns a priority to the incident (as set out at paragraph 2.4, below). The Customer will be provided with a support ticket reference number to enable tracking of any issues raised.

2.3 Acuity Networks Helpdesk Details:

- 2.3.1 Email Address: support@acuitynetworks.co.uk
- 2.3.2 Phone Number: **0844 247 7740**

2.4 If a Customer feels that a support ticket is not being progressed within a reasonable time-frame or that it has not been resolved satisfactory, then the Customer can escalate the support issue to the helpdesk management.

2.5 Email Address: managers@acuitynetworks.co.uk