

XO HOSTED EXCHANGE SERVICE TERMS AND CONDITIONS

These terms and conditions apply to XO's provision and Customer's use of XO Hosted Exchange Services ("Hosted Exchange" or the "Services") and is hereby incorporated into and made part of the XO General Terms and Conditions set forth at www.terms.xo.com. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the General Terms and Conditions.

1.0 Service Description. Hosted Exchange Services are a full-featured messaging and collaboration solution that includes a full range of hosted services based on Microsoft Exchange server, Lync server, SharePoint Team Foundation server and other collaboration enhancements.

2.0 Available Packages

Package	Standard	Advanced	BPS
Mailbox Storage	25 GB/Month	Unlimited	Unlimited
Maximum Message Size	50 MB/Month	50 MB/Month	50 MB/Month
Recipients per Message	500	500	500
Additional Domain	50 included	50 included	50 included
SpamStopper (antivirus, anti-spam)	Included	Included	Included
Split Domain	Included	Included	Included
Maximum Company Contacts (GAL)	5,000	5,000	5,000
Maximum Distribution Lists	1,000	1,000	1,000
ActiveSync	Included	Included	Included
ActiveSync Remote Wipe	Included	Included	Included
Blackberry® Remote Wipe	Included	Included	Included
DirectoryLink Service	Included	Included	Included
PST Manager: .PST File Downloads	Included	Included	Included
PST Manager: .PST File Uploads	Included	Included	Included
PST Manager: .PST Restore Operations	Included	Included	Included

Package	Standard	Advanced	BPS
PST Manager: Basic Package	Included	Included	Included
Lync Standard	Not Included	Not Included	Included
SharePoint	Not Included	Not Included	2GB
Message Mirror Archiving	Not Included	2GB	2GB
Compliant Archiving Enablement	Not Included	Included	Included
Retention Policies	Not Included	Included	Included
Company Disclaimer	Not Included	Included	Included
Wireless Policies	Not Included	Included	Included

3.0 Term and Termination. These terms and conditions shall become binding and effective upon the earlier of your acceptance or your first payment for Services, and shall continue until such time as terminated in accordance with the terms herein. Either party may terminate the Service at any time for any reason upon ten (10) days notice, provided that, in the event Customer either: (1) terminates Service prior to the expiration of the initial term; or (2) reduces the number of mailboxes during the initial term such that the initially committed to MRC is reduced by fifty percent (50%) or more, Customer will be subject to an early termination charge equal to fifty percent (50%) of the initial MRC associated with the Services for the remaining months in the term. Unless either XO or Customer terminates the Services at least ten (10) days prior to the end of any committed term or renewal term, the term for the Services shall automatically renew for identical successive terms.

4.0 Rates and Payment. Any services added through Control Panel will be governed by the rates listed in the Control Panel unless additional Service Order Agreements are executed. Although Customer may reduce the number of mailboxes at any time during the term, Customer will not be afforded a reduction in MRC for the month in which mailbox deactivations are made and Customer is responsible for full payment of the MRC in place at the beginning of the invoice period. Further, in the event Customer reduces the number of mailboxes during the initial term, Customer will forfeit any pricing discounts previously provided by XO from the time that the deactivations are made.

5.0 Customer Obligations. All commercially reasonable efforts shall be made to maintain and safeguard records regarding the identity of any End User of the Services while ensuring compliance with all applicable privacy legislation in the use of the Services. In order to receive the Services set forth herein, you must have an established account for XO Hosted Exchange Services and maintain at least one (1) hosted email account in order to access the Services, including Microsoft Lync and SharePoint.

6.0 Suspension or Termination of Services. Customer's participation in online communication or use of the Service is not edited, censored or otherwise controlled by XO. XO, however, reserves the right to suspend or terminate services if XO, in its discretion, determines that Customer's use of the Services are harmful, offensive, or otherwise in violation of these terms including, the XO AUP.

7.0 Scheduled and Emergency Maintenance. Service will not be available during periods of scheduled maintenance or emergency maintenance. Scheduled maintenance windows will be posted in the online management URLs. Customer is responsible for checking these locations periodically for changes to scheduled maintenance, as they may change from time to time.

8.0 Software and Information Products and Services.

Customer acknowledges that except for software, information products or services ("Software/IT Product") clearly identified as being owned and licensed under separate terms, Software/IT Product accessible through the Service, and all merchandise, information and services offered or made available or accessible through the Service, are provided "AS IS." NOTHING IN THIS AGREEMENT OR CUSTOMER'S USE OF THE SERVICES CONSTITUTES A TRANSFER OF ANY OWNERSHIP RIGHTS IN ANY SOFTWARE/IT PRODUCT. CUSTOMER ACKNOWLEDGES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK AND CUSTOMER AGREES THAT ANY SOFTWARE/IT PRODUCT ACCESSIBLE THROUGH THE SERVICE (i) MAY BE SUBJECT TO U.S. AND INTERNATIONAL COPYRIGHT, PATENT AND TRADEMARK PROTECTION, AS WELL AS U.S. EXPORT CONTROLS AND RESTRICTIONS AND OTHER CONDITIONS IMPOSED BY LICENSOR(S); (ii) ARE TO BE USED SOLELY IN CONNECTION WITH THE SERVICES; AND (iii) ARE PROVIDED WITHOUT WARRANTIES. CUSTOMER MAY NOT MAKE COPIES OF ANY SOFTWARE/IT PRODUCT, EXCEPT FOR BACKUP PURPOSES IF NECESSARY TO EFFECTUATE CUSTOMER'S USE OF THE SERVICES, NOR MODIFY, REVERSE ENGINEER, DECOMPILE OR DISASSEMBLE ANY SOFTWARE/IT PRODUCT. CUSTOMER MAY NOT, DIRECTLY OR INDIRECTLY, RENT, RESELL OR TRANSFER ANY SOFTWARE/IT PRODUCTS OR USE THEREOF TO ANYONE NOT AUTHORIZED UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT SOFTWARE/IT PRODUCTS MAY NOT BE FAULT TOLERANT AND ARE NOT INTENDED FOR USE WHERE ANY FAILURE THEREOF COULD LEAD TO INJURY, DEATH OR DAMAGE. The Uniform Computer Information Transaction Act is specifically excluded from application to this Agreement. The terms of this Section will survive any termination of this Agreement.

With respect to mailboxes that include Microsoft®, Outlook®, or Entourage software supplied by XO, such software is only to be used in conjunction with this Service. Upon cancellation or termination of the Service, Customer must immediately uninstall this software from all devices and destroy all copies of the software.

9.0 Account Management Tools. Customer may manage its Account with end-user control panel (<https://cp.serverdata.net>).

10.0 Storage Capacity, Data Transfer and Service Resources. Each Customer account is allotted storage capacity and data transfer amounts on XO servers based on the Service and related options selected by Customer. The servers may stop accepting, processing or delivering data, including email messages, when such set allotment or the purchased limit is reached, thus causing a loss of Service Availability or data loss. XO will not be responsible for such loss of Service Availability or data losses, and such loss of Service will be excluded from calculations for Service Availability. The amount of data stored in a mailbox or a folder affects client and server performance. Large mailboxes or data storage may respond slower to user requests or cause client non-responsiveness while the data is processed. Unlimited capacity allocation per plan is subject to technical limitations imposed by a software manufacturer. Unlimited mailboxes or data storage capacity may not be used for archiving services; specific archiving products and services need to be purchased for archiving.

11.0 Anti-Virus Checking and Anti-Spam Filtering

11.1 Anti-Virus Checking. XO uses commercially reasonable efforts to maintain third-party, anti-virus software. If a virus is detected or if a message attachment cannot be scanned, the message and its attachments may be permanently deleted. For encrypted message product customers, encrypted messages will not be deleted except upon Customer's action to do so. Neither messages with attachments larger than 5MB nor inbound messages sent between exchange mailboxes on the server are scanned. XO advises Customer to use up-to-date, local anti-virus software. XO is not responsible for any damages to Customer's hardware, software or systems or for loss of data due to viruses, including infection of end-user devices or lost or corrupted messages.

11.2 Anti-Spam Message Filter. XO uses commercially reasonable efforts to maintain third-party anti-SPAM software on its servers. This software is configured to check all incoming messages according to the SPAM-detecting heuristics provided with the software. XO is not responsible for any damage, loss or inconvenience due to anti-SPAM filtering, including lost or corrupted messages. SPAM settings are also configurable by Customer and XO is not responsible for any deleted messages or messages not received as a result of SPAM settings configured by Customer.

11.3 XO is not responsible for the unlawful or unauthorized actions of third parties as XO cannot guarantee the security of its systems or databases, nor can XO guarantee that information supplied by Customer will not be intercepted while being transmitted over the Internet.

12.0 Data Restoration from Back-Up Request. XO conducts regularly scheduled backups related to the Services, but does not guarantee their availability to Customer. Server backup scope and scheduling is at XO's sole discretion. XO does not maintain historical back-up copies for the purpose of point in time data recovery. XO strongly urges Customer to back-up its account data (including all mailbox and public folder data) or to arrange for third-party backup services.

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