



SpamStopsHere SLA

1. Introduction.

SpamStopsHere.com, a business unit of Greenview Data Inc. (GDI) agrees to provide an e-mail anti-spam and relay service ("Service") to the Customer. "Customer" or "You" means the persons, entity or agents and authorized representatives subscribing to this Service.

By subscribing to and/or using this Service, the Customer accepts the terms of this Agreement.

2. Description of Service.

GDI agrees to provide a subscription service with the following characteristics:

Spam blocking - GDI will use its best efforts to block as much spam as possible. The website www.SpamStopsHere.com describes the current methods used to block spam and any options the Customer can select. Customer understands that it is not possible to block all spam.

Mail relay - The Service will temporarily store or "spool" Customer's e-mail messages, for the domains subscribed, in the event the Customer's (in-house) mail system is off-line.

Reliability - GDI will use its best efforts to provide a reliable service with built-in redundancy. The website www.SpamStopsHere.com describes the methods used to achieve high reliability.

Confidentiality - GDI certifies that this service does not log or archive the content of email messages, unless the Customer explicitly permits GDI to do so for testing, debugging or spam review purposes. While this service logs each email message, the log consists of only the sender and recipients email addresses, IP address and the Subject line of the email.

3. Technical Obligations by Customer.

In order to use this Service, the Customer must change the "MX" records for the domain(s) which uses this Service. If the Customer does not have direct access to the "MX" records, e.g. the domain runs at a hosting company, the Customer must take the steps necessary to have the MX records changed.

Since only the Customer (and the hosting company) have legal access to the "MX" records, GDI cannot make the change. This is entirely the Customer's responsibility.

Customer will archive the original "MX" records before activating this Service. The website www.SpamStopsHere.com provides a simple way for the Customer to view the current "MX" records. The original "MX" records may be needed if this Service is terminated.

If this Service is terminated, either by the Customer or by GDI, the Customer must promptly remove this Service from the "MX" records of the domain(s), e.g. by restoring the original "MX records. FAILURE TO DO SO MAY CAUSE ALL E-MAIL TO THE DOMAIN(S) TO BE LOST.

4. Service Pricing.

The current Service pricing is published at www.SpamStopsHere.com. GDI reserves the right to change the published pricing at any time and for any reason. In the event of a price increase, affected customers will be notified by e-mail and will be offered a minimum of three months Service at the original (lower) price. In the event of a price decrease, all affected Customers will automatically receive the lower price on the next billing.

5. Payments.

Fees. Customer shall pay fees agreed upon during account signup. In the case of credit card payments, GDI will automatically charge the Customer's Credit Card on file all fees associated with the account on the due date. GDI may, at its discretion, accept Purchase Orders from qualified organizations; these will be invoiced quarterly or yearly, as stipulated in the Purchase Order, and payment is due thirty (30) days from invoicing. GDI may, at its option, charge a 5 % fee for late payments.

Account Updates. It is the responsibility of the Customer to maintain accurate billing information with GDI. This may include updated credit card information, e-mail address and mailing address.

Taxes. If Customer resides in a city, state or country which charges taxes for this Service, Customer is solely responsible for the payment of those taxes.

Failure to Pay. GDI may terminate this Agreement upon failure of Customer to pay charges when due. Such termination will not relieve Customer of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees. As described in Sections 3 and 6 of this Agreement, upon termination Customer must take steps to avoid losing e-mail messages.

6. Term and Termination.

Term. The initial term (one month or one year) is agreed upon during account signup. After the trial term, this Agreement will automatically renew on a monthly or yearly basis (as determined during account signup) until terminated.

Termination by Customer. Customer may terminate this Service at any time upon ten (10) days written and authenticated notice to GDI. If Customer notifies GDI less than ten (10) days before the next monthly credit card billing, Customer will be billed for one month, and this amount in whole or part, is not refundable.

Termination by GDI. GDI may immediately terminate this Agreement and Service for cause at any time without penalty. Causes justifying immediate termination include, but are not limited

to: violation of any United States federal or state law; violation of the Usage Policy in Section 8; breach of this Agreement. GDI may terminate this Agreement and Service upon ten (10) days notification for non-payment of fees due under Section 5 of this Agreement. GDI may terminate this Agreement and Service without cause at any time upon ten (10) days notice to Customer. In the event GDI terminates this Agreement without cause, any Customers that have pre-paid for more than one month will be entitled to a pro-rated refund.

GDI Obligations Upon Non-Immediate Termination. If this Service is terminated by Customer, by GDI due to Customer's non-payment, or by GDI without cause, GDI agrees to give Customer a 10-day disconnect notification via e-mail. After 10 days, GDI may at its sole discretion, remove Customer's Domain names from its Service.

Customer Obligations Upon Termination. Upon termination, whether terminated by Customer, GDI, non-payment or any other reason, Customer must take the following steps to avoid losing e-mail:

Remove this Service (relays) from Customer domain's "MX" records.

Since only the Customer has legal access to the "MX" records, GDI cannot make the change. This is entirely the Customer's responsibility.

CUSTOMER UNDERSTANDS THAT FAILURE TO DO SO MAY RESULT IN THE LOSS OF ALL E-MAIL SENT TO THE CUSTOMER'S DOMAINS AND MAILBOXES.

7. Bandwidth, Mailboxes and Disk Usage.

Customer agrees that bandwidth usage (also called "Transfer") and the number of mailboxes (also called "e-mail addresses") shall not substantially exceed the amount ordered during signup or thereafter. GDI reserves the right to audit bandwidth usage, estimate the number of active mailboxes and to bill Customer if these are exceeded.

GDI acknowledges that excessive bandwidth usage may be beyond Customer's direct control. If in GDI's sole opinion, excessive bandwidth is due to "mail bombing" or malicious person(s) outside of Customer's control and Customer has abided by Section 8 of this Agreement, GDI will waive the "Excessive Transfer" charge, but only for the first occurrence. On any additional occurrence, Customer must pay the "Excessive Transfer" charge or GDI reserves the right to terminate this Agreement and Customer's Service.

If GDI determines that the number of active mailboxes substantially exceeds the number ordered, GDI may immediately terminate the Service without any disconnect notification. GDI may also report this as possible theft of service to law enforcement agencies and pursue all available legal remedies.

In the event Customer's mail system goes off-line, this Service is designed to "spool" (store and forward) all e-mail messages until the Customer's mail system is back on-line. During this time, the e-mail messages will be saved on GDI's servers and thereby use Disk space. GDI reserves the right to limit the amount of disk space used to 25% of the monthly Transfer limit, i.e. to 250 - 1000 megabytes per domain.

8. Usage Policy.

Customer agrees to use this Service as intended and in a lawful manner. Specifically:

Customer will not knowingly transfer any information through this Service which violates any copyright, trademark or other proprietary rights of any third party. Preferably, Customer will have a company policy which explains to employees that it is illegal to transmit or possess such information. As described in Section 11 of this Agreement, Customer will indemnify GDI. (In other words, if GDI is sued because your employees are e-mailing copyrighted MP3 files through this Service, you will pay all costs related to this suit.)

Customer will not engage in sending Unsolicited Commercial or Bulk E-mail (spam).

Customer will not attempt to undermine the security or integrity of, or gain unauthorized access to, GDI's computing systems or networks.

If GDI becomes aware of a violation of the Usage Policy, GDI will investigate and may, in its sole discretion, terminate this Agreement and Service.

9. Disclaimer of Warranty.

Customer agrees to use all Services and/or Software provided by GDI at Customer's own risk. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, GDI AND ITS OWNERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH GDI'S SERVICES AND/OR SOFTWARE, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. GDI MAKES NO WARRANTIES THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY GDI PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

10. Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL GDI, ITS OWNERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE GDI'S SERVICES, EVEN IF GDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES PAYABLE TO GDI.

11. Indemnification.

Customer shall indemnify, defend and hold harmless GDI against any third party claim, action, suit or proceeding arising as a result of Customer's use of GDI'S services. This means that if

GDI is sued because of a customer's activity, the customer will pay any damages awarded against GDI, plus all costs and attorney's fees. Customer and GDI will promptly notify each other upon receipt of any third party claim or legal action arising out of or relating to this Agreement or Service. The terms of this section shall survive any termination of this Agreement.

12. Force Majeure.

GDI shall not be liable for service failure due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain supplies, equipment or power.

13. Disclosure to Law Enforcement.

Customer is specifically prohibited from using this service for illegal activities. GDI may disclose any and all Customer information including account history, account use, etc. to any United States law enforcement agency that makes a written request without further consent or notification to the Customer. If any illegal activity is detected by GDI or any United State law enforcement agency, GDI shall have the right to immediately terminate this Service.

14. General Provisions.

Amendment. GDI may modify this Agreement at any time. You will be notified by e-mail of any, in GDI's opinion, significant modification, which, for existing Customers, will take effect thirty (30) days after notification. By continuing to use this Service after the 30-day notification period, you accept and agree to the modification to this Agreement. If the modification is unacceptable to you, you may terminate your Service as provided in Section 6. GDI reserves the right to change its service offerings and to determine whether and when any such changes apply to both existing and future customers.

Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Michigan. Both parties agree to submit to personal jurisdiction in Michigan and further agree that any cause of action arising under this Agreement will be brought in a court in Washtenaw County, Michigan.

Severability and Waiver. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

Enforcement. Non-enforcement of waiver of any section of this agreement does not constitute consent or continuing waiver. GDI reserves the right to enforce this agreement at its sole discretion.

Relationship of Parties. No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

If Customer is a reseller of GDI's Service, Customer will require its own customers to abide by this Agreement or substantially equivalent terms.

Entire Agreement. This Agreement, together with the information entered by Customer during signup, represents the entire agreement between the parties, and supersedes all previous representations, understandings or agreements.

Attorneys Fees and Costs. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys fees, expert witness fees and legal expenses as may be fixed by a court of competent jurisdiction.