



E-MAIL SCANNING TERMS AND CONDITIONS

In addition to the general terms and conditions contained in the Service Agreement between PAETEC and Customer (the "Agreement"), of which these E-Mail Scanning Terms and Conditions are a part, the following terms and conditions apply to the E-Mail Scanning Service provided to Customer by PAETEC. In the event of any inconsistency between this Service schedule and the Agreement, this Schedule shall control.

1. **Provision of Service.** PAETEC shall provide and Customer shall accept and pay for, the E-Mail Scanning Service (the "Service") at the rates set forth on the Rate Schedule to the Agreement. The Service may include the following:

- (a) anti-virus ("AV") scanning – an internet level e-mail scanning service designed to detect viruses;
- (b) image control ("IC") scanning – an internet level e-mail scanning service designed to detect inappropriate images contained in image files;
- (c) and/or anti-spamming ("AS") scanning – an internet level e-mail scanning service designed to detect unsolicited and unwanted e-mail ("Spam");
- (d) content control ("CC") scanning – an internet level e-mail scanning service designed to detect inappropriate content .

The specific services provided hereunder are dependant on service selected and paid for by the Customer. The Service may not be able to scan attachments with contents which are upon the direct control of the sender (*e.g.*, password protected or encrypted attachments). The Service is available to Customers whose e-mail systems are permanently connected to the Internet with a fixed IP address. It cannot be provided to Customers whose e-mail systems are connected to the Internet via dial-up lines or whose IP addresses are dynamically allocated. Only inbound e-mail will be scanned, unless Section 4.2 below is completed by Customer.

2. **SPAM Manager Service.** Customer may elect to receive the Spam Manager Service under the following terms:

- (a) If Customer elects Spam Manager Service for a domain, Customer's account will be set up automatically upon the first time that suspected Spam is identified by the Spam Manager Service. Customer will automatically receive an e-mail notification with instructions on how to access and use the interface through which Spam Manager Service is administered.
- (b) Customer's Spam Manager Service account is accessible only by Customer.
- (c) Suspected Spam can be stored for a maximum of fourteen (14) days after which it will be automatically deleted.
- (d) If for any reason the Spam Manager Service is not able to accept e-mail, the suspected Spam will be tagged and sent to the recipient as per the following: Options are available in the user portal for Customer to determine the actions to be taken by PAETEC upon the detection of possible Spam e-mail. These options, in order of increasing severity, are: (x) Tag such e-mail within it's header; (y) Redirection of such e-mail to a pre-determined e-mail address; or (z) Deletion of such e-mail.

3. **Configuration Requirements.**

3.1 **Customer's Inbound E-Mail.** In order for PAETEC to scan Customer's inbound e-mail, the Service must be configured to know which domains to scan. After an e-mail has successfully passed through the Service control towers, it is transferred to your nominated SMTP mail server(s) using the domain name and associated mail host name. The IP Address should be the externally visible IP Address. Prior to Customer receiving the Service, PAETEC requires details from Customer regarding Customer's inbound mail service, including Customer's Domain Name, Mail Host Name and IP Address information.

3.2 **Customer's Outbound E-Mail.** In order for PAETEC to scan Customer's outbound e-mail, the Service must be configured to accept e-mail from the Firewall, Router or Mail Server Customer use for outbound e-mail. In order to provide service PAETEC requires details from Customer such as the IP Address(s) Customer currently sends Outbound Email from.

4. **Provision of Service.**

4.1 Customer will be contacted by PAETEC shortly after Customer's order has been processed with the account information needed for Customer's administrator to set up services so that Customer's e-mail can be scanned. Customer is responsible for ensuring that its company makes such changes.

4.2 **Customer's Inbound E-Mail.** To have Customer inbound e-mail virus scanned, it is necessary for the MX records of the relevant domain names to be changed to direct Customer's inbound e-mail to the Control Towers. Instructions on how to achieve this will be sent by e-mail to Customer once Customer's order has been processed.

4.3 **Customer's Outbound E-Mail.** Once the E-Mail Scanning Service is configured to scan Customer's outbound e-mail, Customer must configure its mail servers to relay all outbound e-mail to the Control Towers. The host name of the appropriate Control Towers will be sent to Customer by e-mail once Customer's order has been processed.

4.4 **Customer Shared E-mail Hosting.** PAETEC will not be scanning e-mail that is received from a Customer shared e-mail hosting environment.

5. **Terms and Conditions.**

5.1 **No Open Relay.** Customer's order will not be processed if Customer's mail server allows open relay. PAETEC will test Customer's mail server before Customer receives the Service, and on a regular basis thereafter, to ensure Customer's mail server does not support open relay. Should PAETEC find that Customer's mail server allows open relay or is blacklisted or if Customer's name appears on any list of known spammers, PAETEC reserves the right to suspend the Service immediately. PAETEC will work with Customer to get the problem rectified as soon as possible and reinstate the Service once the problem has been rectified.

5.2 **No Resale.** Customer is prohibited from reselling, subleasing or sublicensing the Service. The intellectual property rights in the Service and any hardware or software used in connection with the Service is and will at times remain the property of PAETEC or its licensor of the Service.

5.3 **Termination.** If Customer is not completely satisfied with the Service, Customer has the right to terminate the Service, without cause, within the first thirty (30) days after the date on which the Service is made available to Customer. If Customer terminates the Service after the first thirty days, except for terminations for cause as permitted under the Agreement, Customer shall be liable to PAETEC for an early termination charge equal to the contracted number of users times the monthly user fee times the remaining months in the Term. Should the Service be suspended or terminated for any reason whatsoever, PAETEC shall reverse all configuration changes made upon provisioning of the Service and it shall be the responsibility of the Customer to undertake all necessary configuration changes to its mail servers and domain name and to inform their ISP of the need to reroute inbound e-mail.

5.4 **Limitation of liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES WHATSOEVER AND PAETEC AND/OR ITS VENDOR OF THE SERVICE DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S TERMINATION RIGHTS AS SET FORTH HEREIN AND IN THE AGREEMENT ARE CUSTOMER'S SOLE REMEDY AND PAETEC'S SOLE LIABILITY IN THE EVENT OF ANY PROBLEM WITH THE SERVICE.

5.5 **Compliance with AUP.** Customer agrees to adhere at all times to the PAETEC Acceptable Use Policy (the "AUP"); as such AUP may be modified by PAETEC from time to time. The current AUP is available for review at <http://www.PAETEC.com/aup>. PAETEC has the right to modify its AUP at any time without prior notice to Customer. Customer is responsible for monitoring the website at <http://www.PAETEC.com/aup> for changes to the AUP. Customer shall be bound by such modified AUP. PAETEC has the right to immediately and without regard to any cure periods that may be set forth elsewhere in the Agreement, suspend and/or terminate the Services to Customer, or to take any other action that PAETEC determines, in its sole discretion, is appropriate in response to Customer's failure to comply with the requirements of PAETEC's then-current AUP.

5.6 **Other.** Upon expiration of the Term, Service shall continue to be provided on a month-to-month basis, cancelable on thirty days' prior written notice. Charges for the Service shall relate to the number of Users and domains being scanned by the Service ("Registered Usage"). Customer must notify PAETEC if at any time the number of Users being scanned by the Service exceeds the then Registered Usage or if additional domains are being added to the Service. PAETEC will monitor Customer's actual usage and if the number of Users or domains being scanned exceeds the then Registered Usage, PAETEC will have the right to charge for additional usage fees during the Customer's next bill cycle after quarterly true up. No reduction in the numbers of Users or domains being scanned is permitted during the initial Term.

Customer must notify PAETEC in writing at least thirty days' prior to any change in Customer's Internet Service Provider and provide updated contact information in order for the Service to work properly.