



INTERMEDIA®

INTERMEDIA: PRIVATE LABEL RESELLER POLICIES

These Private Label Reseller Policies (the “Policy”) are implemented in connection with the terms of the Private Label Reseller Agreement (or other agreement governing the resale of the Services) (the “Agreement”) between Intermedia Technologies Company Ltd. (“Intermedia”) and You. Intermedia may update, amend, modify or supplement this Policy from time to time without notice.

Capitalised terms used herein but not otherwise defined will have their respective meanings set forth in the Agreement. In the event of any conflict between this Policy and the Agreement, the Agreement will prevail.

As stated in the Agreement, you must require every End User to execute the Reseller End User Agreement as provided by Intermedia prior to granting such End User access to the Services. You are responsible and liable for the actions of Your End Users in connection with their use of the Services.

1. SUPPORT SERVICES

1.1. Sales Support. You shall be solely responsible for all marketing and sales of the Services to Your End Users.

1.2. Customer Support Training. Intermedia shall provide You with initial training on the features and functionalities of the Services via documentation and our knowledge base. Any additional customer support training shall be provided via telephone, webinars, or on-site at an agreed location and may be subject to additional customer support training fees. Alternative training methods are also available for additional customer support training, as may be agreed between the parties from time to time.

1.3. Administrators. You shall appoint up to three (3) people (the “Administrators”) whom You will designate as Your agents with the authority to perform certain administrative functions on the Services, including but not limited to (i) controlling the creation and deletion of end-user accounts, Mailboxes and domain names; (ii) managing changes to Mailbox information (such as changes to user name or password); and (iii) serving as our technical contact. It is Your responsibility to keep all passwords and sensitive information (e.g., answers to security questions) secure and safe.

1.4. Level 1 Support. You shall have sole responsibility for handling technical support inquiries from End Users (the “Level 1 Support”). Level 1 Support for Exchange @ shall cover customer service and end user issues including but not limited to initial setup, account mailbox management, connectivity testing, mobile device setup, inbound domains, quotas, supported client application configuration and troubleshooting, and configuration and troubleshooting of any add-on features. Level 1 Support for web hosting shall cover customer service and end user issues including but not limited to initial setup, HTTP and FTP connectivity, site users, access permissions, domain names management, mail client configuration, SPAM filtering, web site statistics, FrontPage, hosted application management and configuration and troubleshooting of any add-on features.

1.5. Level 2 Support. Intermedia shall provide technical support related to the Services to Your Administrators (the “Level 2 Support”). Level 2 Support shall cover server-side issues, resolution of both account configuration and client configuration problems, connectivity issues and advanced troubleshooting; provided that any troubleshooting support is given only if Your good faith attempt to cure the problem fails. Any support related to the End User configuration is subject to additional support fees, as described in the Agreement. Level 2 Support shall be provided in English via either (i) toll-free telephone line during Intermedia’s regular business hours or (ii) e-mail on a 24x7 basis.

1.6. Account Manager. Intermedia will assign an account manager to You whose services will be free of charge to You.

1.7. Modifications. Intermedia may modify the software it uses to operate the Services from time to time at its sole discretion. Intermedia will use reasonable efforts to schedule modification windows for off-peak periods. Your modification of the Services not specifically authorised by this Policy will be considered a material breach of the Agreement and Intermedia shall bear no responsibility for any malfunction or failure of the Services caused by such modification.

2. PROVISIONING

2.1. End User Set-Up. You may use Intermedia’s End User signup application or an application developed by You for that purpose. Intermedia accepts no responsibility for any End User setup application or signup wizard other than the one provided by Intermedia.

2.2. Demo Mailboxes. At Intermedia’s discretion, Intermedia shall provide You with up to three (3) demonstration Mailboxes at no charge for Your use in promoting the Services (each, a “Demo Mailbox”). All Demo Mailboxes shall be terminated within thirty (30) days of such mailbox activation. Each additional Demo Mailbox and each Demo Mailbox not properly terminated shall be subject to fees set forth for such Services as described in the Agreement.

2.3. Custom Branding. Intermedia will permit You to custom-brand different elements of certain End User control panels. Intermedia shall not be responsible for any malfunction or failure of the Web management tools or the Services caused by such custom-branding.