



## Server Management Service Level Agreement

This SLA is a contract between you \_\_\_\_\_ (Client, Customer, you, your), and MNX Solutions LLC (MNX Solutions, we, us, our) with an effective date of \_\_\_\_\_. This agreement defines the terms and scope our services, as well as your duties as the Client.

\_\_\_\_\_

Please review the terms and conditions of this service carefully. This agreement supersedes all previous agreements, written or verbal. Any modifications to this agreement must be made in writing and entered into your support file as an addendum.

The SLA describes MNX Solutions responsibilities and terms of service for your support plan. Please review the agreement to assure that the service matches your support needs. The entire MNX Solutions team looks forward to providing you with the highest levels of server support available.

Sincerely,  
MNX Solutions

## EXECUTIVE SUMMARY

You will find the key points of our SLA below. Please review the entire document before subscribing to our services.

MNX Solutions will provide:

- Operating system updates as required.
- Automatic response to server outages.
- Server security and health checks.
- Server support via the web, email and telephone.
- Monthly server status report.
- 24/7 emergency support.

Your responsibilities:

- Provide MNX Solutions with access information.
- Keep your contact information up to date.
- Keep you account in good standing.

## Response Times

MNX Solutions will respond within the minimum time listed below or we will credit your account according to the compensation policy (see section VI). We will automatically respond to service outages detected by our monitor.

<b>Priority</b>	<b>Response Time</b>
Critical	2 hours - 24x7
High	4 hours - 24x7
Medium	8 hours – Monday – Friday 8AM – 8PM Eastern
Low	2 business days – Monday – Friday 8AM – 8PM Eastern

Service Fees: Monthly support services are \$199.00/month per server.

## **MONTHLY MANAGEMENT SERVICE LEVEL AGREEMENT**

### **I. TERM**

This agreement is month to month and will renew automatically. To cancel this contract you must notify MNX Solutions LLC by email or phone five (5) business days prior to your next business cycle.

MNX Solutions reserves the right to change the terms of this agreement at any time. You will be notified of new terms 30 days in advance of their effective date.

### **II. SERVICE FEES**

Service fees are described in Appendix A.

Any additional hours, or hours agreed upon outside of the service agreement will be billed as additional line items at the rate as described in Appendix A. MNX Solutions will automatically bill the additional fees upon your next billing cycle.

### **III. BILLING**

Invoices will be sent monthly on the 1<sup>st</sup> of every month. Payment for outstanding invoices is required within 30 days. Charges will include all server monthly maintenance fees and any overages for the month.

**Past due invoices will be assessed a 1.5% late fee.**

We will prorate your first monthly server maintenance fee for servers provisioned during the month.

Additional monthly charges will be at the full rate described in Appendix A.

### **IV. DESCRIPTION OF SERVICE**

#### **A. Management**

The support plan includes the following system administration services. These services are included in your support plan.

OS Updates : MNX Solutions will apply updates from approved sources (Appendix B). Only updates from approved sources are included in the support plan. Updates provided by other sources are not included.

Server updates will be applied generally as follows: Security updates will be applied as soon as available, other patches will be applied within one month. Patches may be requested to be applied at any time.

Control Panel Updates : MNX Solutions will apply control panel updates in a timely manner. Basic updates will be applied quarterly. Major updates will be applied at our discretion once we have validated the updates can be applied without significant issues. We may delay major, non-critical control panel updates while we assess feedback from early adopters.

Critical updates will be discussed with the customer, and applied as soon as possible after a schedule has been agreed upon.

MNX Solutions may delay updating the OS if there are significant reports of issues with the updates.

Please note that OS and Control Panel updates are within version, minor updates only.

For example, updating Plesk from 7.5 to 8.6 is a major upgrade and not covered by the support plan. Updating from Red Hat Enterprise 4 to Red Hat Enterprise 5 is a major upgrade and not covered by the support plan. Major upgrades can be provided, and will be assessed on a per project basis at an additional fee.

#### **B. Administrative hours**

One hour per server is available to be used toward responding to critical system outages. System administration hours are grouped for all servers enrolled in the server management program. Additional hours are billed at the prevailing hourly rate as described in Appendix A.

#### **C. Server Health**

We will audit a number of server variables including, disk usage, system load, cpu utilization, and memory usage. If issues are detected, an incident will be automatically created at the appropriate priority level.

#### **D. Proactive Response**

MNX Solutions will respond to service outages when detected by our service monitor. If necessary, we may contact your server provider for reboots or assistance in returning your server to normal operation. Proactive response to outages detected by our service is deducted from your included administrative hours.

#### **E. Security**

Monthly security checks are performed as part of an optional service. We use a variety of tools to assess server security. MNX Solutions may select and modify these tools at its discretion. MNX Solutions will correct any security issues relating to the OS only.

Opening a service request or incident for a server not in your plan will be treated as case-based support. Please refer to our website for our case based support pricing.

Failing to follow the incident management procedure outlined within this service level agreement the Client releases MNX Solutions from responsibility and penalty for the said incident.

## **F. Offsite Data Backup**

**Our backup service is priced as described in Appendix A. When utilizing our services for backups, we will custom design a solution to meet your requirements.**

MNX Solutions is responsible for backing up the Clients data as agreed upon on original request. MNX Solutions does not make any further guarantee, expressed or implied, to backup any other data on or off of the Clients premises apart from the particular files and directories officially indicated by the Client. We can not guarantee the data will usable after a restore.

MNX Solutions is committed to maintaining the most reliable and redundant infrastructure possible to protect the Clients data. If data backups are not completed in the time-frame requested, MNX Solutions will notify the Client of any issues via email or phone if backups fail for more than 72 hours.

If you exceed your storage quota, you will be billed for any additional storage as described in Appendix A.

**If your account is not in good standing, your data will be removed after 15 days.**

## **G. Priority Level**

When you open a service request or incident, you may select a priority level ranging from low to high. The level of the incident will determine our minimum response time as well as a minimum charge against your support plan.

Priority level usage guidelines:

**Critical** – System down or unusable, resolve immediately.

**High** – Very important, needed today if possible.

**Medium** – Needed today or tomorrow.

**Low** – Can wait a few days for resolution.

MNX Solutions schedules services to meet our SLA for all clients. Please select the appropriate priority level for your service request or incident. The priority level provides the guaranteed minimum response time.

## **H. Support Channels**

Using the web interface (<http://support.mnxsolutions.com>) is strongly encouraged.

The web interface eliminates network and email problems that could interfere with processing your service request. Please remember:

THE TERMS OF THIS SLA ARE VALID ONLY IF YOU USE THE PROPER SUPPORT CHANNELS.

**To open a high priority incident, you must either use the web-based help desk, or call the emergency number if you are unable to use the web-based helpdesk. For the fastest response, please use the on-line system web-based helpdesk.**

#### **IV. SCOPE OF SERVICE**

##### **A. Covered Software**

The support plan covers only standard software deployed with your OS and/or your control panel. MNX Solutions is not responsible for third party add-ons or additional software you may have added to your server. You must notify MNX Solutions if you wish to have third party software updated, monitored or otherwise managed.

MNX Solutions reserves the right to exclude any third party software from the support plan. Third party software installed by MNX Solutions is not automatically included in the support plan. The inclusion of third party software in the support plan is evaluated on a case by case basis.

##### **B. Server Customizations**

From time to time, you may require non-standard software. Management of such software is not included in the support plan. The inclusion of modified software in the support plan is evaluated on a case-by-case basis. Generally, MNX Solutions does provide support for modified versions of PHP, MySQL and Apache provided the modifications are available either from MNX Solutions or other sources in binary packages (such as Red Hat's RPM format). If in doubt, inquire about any software modifications.

##### **C. Dependent Servers**

If your server operations depend upon multiple servers, MNX Solutions is only responsible for the service enrolled in the support plan. Response to service failures caused by dependent servers will be charged against the time allotted in your support plan. We encourage all clients to put all dependent servers under our support plan so we can appropriately respond to all outages.

##### **D. Control Panel**

MNX Solutions is not responsible for providing training, assistance or tutorials for using supported control panels. MNX Solutions assumes the Client is knowledgeable of selected control panel or will obtain appropriate training.

##### **E. Disaster Recovery**

Issues beyond MNX Solutions control may result in a server failing to boot. If your server fails to boot, MNX Solutions will work with your server provider to get the system back on-line. We will use your custom support hours to diagnose and repair the issue. Should we be unable to restore operations or your provider fail to provide adequate remote access, a server restore may be required.

Restoring failed systems is not included in your monthly management subscription. MNX Solutions can assist you with recovering your system and restoring operations. All services will be billed at the rate as described in Appendix A.

**F. SPAM and Blacklists**

As part of this agreement, we only assure that your server is not an open relay. Dealing with any other issues relating to inbound or outbound spam may result in additional fees.

For inbound spam, the support only covers default SPAM solutions included with your system's control panel. We provide support to determine if your SPAM software is working. We do not include any support related to the accuracy of the spam system. Any work required to tune the system for improved accuracy will require a paid support ticket.

For outbound spam, we will do a security check to assure your server is not an open relay. If the spam is originating from an end-user or from a web script, the investigation of the issue is not covered by this agreement. For any outbound spam investigations, you may be charged a spam investigation fee at our prevailing hourly rates.

**G. Hardware Support**

MNX Solutions is not responsible for any support issues relating to hardware failure. If your system has a hardware issue, we will escalate the issue to your server provider. If we must work with your server provider to resolve the hardware issues, you may be charged additional hourly fees for our services. Hardware is solely the responsibility of the server provider. Once MNX Solutions escalates the hardware issue to your provider, our duties under this agreement are fulfilled.

**H. Walk-through Support**

MNX Solutions does not provide "walk-through" phone support. Should a system fail that requires console-level access, the Client must provide MNX Solutions remote console access via serial console over LAN, KVM over IP or other approved solutions.

**V. SERVICE LEVELS**

This agreement sets out the minimum level of service that clients enrolled in MNX Solutions support plans can expect. This agreement establishes levels of reimbursement for failure to fulfill defined levels. MNX Solutions aims to routinely pass these minimum levels of service.

Subject to other sections of this agreement, MNX Solutions will provide credit to the Client in accordance with the support schedule outlined in Appendix C. Credit is calculated on the basis of the monthly service fee charged for the impacted server(s).

**VI. COMPENSATION****A. Compensation Availability**

Compensation is only available to Clients with current contracts and not delinquent, outstanding invoices for any services.

**B. Compensation Application**

Compensation will be applied based on the current month's invoice on a per-server basis for the impacted server. See Appendix C for examples.

**C. Multi-Server Accounts**

Compensation is only applicable to the impacted server. If you have five servers and only one is impacted, then the maximum compensation is 20% of the total monthly invoice. If you have 10 servers and 3 are impacted, the maximum compensation is 30%. Please see Appendix C for more details.

**VII. CANCELLATION**

Either party may terminate this agreement by giving the other party not less than 5 days notice. Notice should be provided in the form of a phone call to the billing department, or via a helpdesk incident describing the need to terminate this agreement. Upon termination, you will pay MNX Solutions for all services provided.

## **VIII. DISCLAIMERS**

MNX Solutions' support services are limited to only those servers explicitly enrolled in our support plan. You shall not receive any benefits under this SLA in connection with any failure of service caused by or associated with:

Conditions beyond our reasonable control resulting directly or indirectly from acts of any governmental body, war, terrorism, sabotage, insurrection, embargo, strike or other labor disturbances, interruption in traffic or transportation, interruption or delay in telecommunication or third party services, natural disaster or catastrophes, fire, flood, facility power shortages, disturbance in the ability to obtain raw material or supplies, inability to obtain third party software and hardware and any other circumstances beyond our reasonable control in order to provision this SLA.

Any failure of Internet or telecommunication networks caused by a provider's faulty network equipment or misconfiguration.

Any scheduled and/or emergency maintenance by the network or server provider(s).

Any network or Internet security breaches including virus/worm attack, denial of service and/or misuse of service by authorized/unauthorized users.

Any DNS, domain registration, or email issues beyond direct control of MNX Solutions.

Any failure of customer's equipment.

Any omission, knowingly or unknowingly, of non-standard server modifications, add-ons or customizations made by the Client or the Client's designates.

Any password changes resulting in an inaccessible server or server provider account.

Any firewall restrictions that prevent MNX Solutions from accessing the server.

Non-paying or delinquent customers.

Any failure to satisfy additional provisions specified in this agreement or addenda.

Please note that geographic condition such as denial of service attack, virus, network latency and similar issues may impact MNX Solutions' ability to execute services in accordance with this SLA. If Internet conditions beyond MNX Solutions' reasonable control prevent MNX Solutions from executing this SLA, MNX Solutions is released from its responsibilities as outlined in this agreement. To guard against network issues, MNX Solutions maintains redundant network access methods to minimize the impact of network interruptions.

Should such a condition prevent MNX Solutions from fulfilling the terms of this agreement, MNX Solutions will release a statement within fifteen (15) business days documenting the failures not under MNX Solutions' control.

**IX. DUTIES OF CLIENT****A. Authorization**

MNX Solutions LLC requires administrative (root) access to the server in order to provide services. By accepting this agreement, you authorize MNX Solutions LLC and its employees, agents or subcontractors to access your server at anytime for the purpose of server administration.

By accepting this agreement, you authorize MNX Solutions LLC to contact responsible parties for hardware maintenance, technical support, server reboots, or other services in an effort to execute the services in the support plan.

Third parties, subcontractors, and agents shall be approved in advance (unless for emergency services) by Client.

**B. Access Procedures**

To provide monthly management services, MNX Solutions requires that the Client provide and maintain appropriate server access procedures. Client is responsible for providing MNX Solutions sufficient access information and procedures to execute the terms of the support plan. All passwords, web site addresses, email addresses, and telephone numbers required to execute this agreement must be provided to MNX Solutions in an accurate and timely fashion. By failing to provide appropriate access information, Client releases MNX Solutions from its responsibilities outlined by this service agreement.

Client is responsible for advising MNX Solutions of changes in server access procedures and information. This includes but is not limited to server passwords, provider contact information, provider access information, and other 3rd parties access information required for the appropriate administration of the server. Changes to access information should be submitted via the appropriate forms as soon as the information is changed.

Periodically, MNX Solutions will request updated access information. Please respond to these updates to assure we have the latest access information. Information should be submitted via the appropriate form on the MNX Solutions ([www.mnxsolutions.com](http://www.mnxsolutions.com)) web site.

If you fail to provide accurate information, MNX Solutions, through no fault of its own, may not be able to execute services as outlined in this agreement. If incomplete or incorrect access information prevents MNX Solutions from executing the services described in this agreement, MNX Solutions is released from its responsibilities as outlined by this service agreement.

## **X. Liability**

IN THE EVENT MNX SOLUTIONS, LLC'S ACT OR OMISSION IN THE PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT, AND SUCH ACT OR OMISSION IS THE WHOLE OR PARTIAL CAUSE OF INACCURATE OR INADEQUATE RESULTS OBTAINED BY CUSTOMER OR THE LOSS, ALTERATION, OR IMPROPER ACCESS OF CUSTOMER'S PROGRAMS OR DATA, OR ANY OTHER EVENT OR CIRCUMSTANCE, MNX SOLUTIONS, LLC'S LIABILITY SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE MONTH'S AVERAGE CHARGE TO CUSTOMER, BASED ON ACTUAL MONTHLY CHARGES PAID DURING THE PREVIOUS TWELVE MONTHS OR SUCH LESSER NUMBER OF MONTHS IF CUSTOMER HAS NOT RECEIVED 12 MONTHS' SERVICE. SUCH LIMITATION SHALL BE THE EXTENT OF MNX SOLUTIONS, LLC'S LIABILITY IN THE EVENT OF ANY ALLEGED DEFAULTS BY MNX SOLUTIONS, LLC UNDER THIS AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE OR BREACH OF CONTRACT AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST MNX SOLUTIONS, LLC, AND THE FOREGOING SHALL CONSTITUTE CUSTOMER'S EXCLUSIVE REMEDY. UNDER NO CIRCUMSTANCES SHALL MNX SOLUTIONS, LLC BE LIABLE FOR ANY LOSS OF PROFITS OR FOR SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF MNX SOLUTIONS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, NO ACTION REGARDLESS OF FORM ARISING OUT OF THE SERVICES UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE MONTH AFTER THE CAUSE OF ACTION HAS ACCRUED, EXCEPT THAT AN ACTION FOR NONPAYMENT MAY BE BROUGHT WITHIN ONE YEAR OF THE DATE OF LAST PAYMENT.

## **XI. DEFINITIONS**

Definitions are provided in Appendix D. These definitions describe specific terms and services as outlined in this agreement.

## **XII. SCOPE OF AGREEMENT**

This document constitutes the entire agreement between you and MNX Solutions LLC and governs your use of your support plan, superseding any prior agreements between you and MNX Solutions LLC. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The terms of services, billing policies and this agreement shall be governed by the laws of the State of Michigan and the United States of America without regard to its conflict of law provisions. The failure of MNX Solutions LLC to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the other provisions of the agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the support plan or the agreement must be filed within one (1) month after such claim or cause of action arose or be forever barred.

**XIII. ARBITRATION**

The parties agree that arbitration is the required and exclusive forum for the resolution of any and all disputes between them. Any claim or controversy of whatever nature, including but not limited to tort and contract claims, claims arising under common law or based upon any federal, state or local statute, law, order, ordinance or regulations, and claims arising out of any relationship before, at the time of entering, during the term of, or upon or after expiration or termination of this agreement, and the issue of arbitrability, arising out of or relating to this contract, or the breach thereof, shall be resolved by final and binding arbitration. This mandatory arbitration provision includes any dispute between the Client and MNX Solutions and its current and former officers, directors, employees and agents.

Any covered dispute must be submitted to arbitration in accordance with the rules of the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise provided in this agreement. Any such arbitration will be conducted in the State of Michigan, and will be decided in accordance with and determined by the laws of the State of Michigan and/or applicable federal law. The arbitrator shall not have the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not award costs or attorneys' fees to either Party except where expressly provided for by the applicable law.

The parties are prohibited from disclosing the existence, content, or results of the arbitration without the prior written consent of the other party or parties, unless the disclosure is otherwise required by court order.

Each Party shall bear its own costs and expenses. The resolution of any dispute achieved through such arbitration shall be final, binding and enforceable by a court of competent jurisdiction.

**XIV. ENTIRE AGREEMENT**

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

**XV. EFFECT OF CUSTOMER'S PURCHASE ORDER**

No waiver, alteration, or attempted modification by purchase order or otherwise of any of the provisions of this agreement shall be binding on service company unless in writing and signed by a duly-authorized representative of service company.

**XVI. NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

## XVII. PRIVACY

As between the parties, the Client shall retain all ownership rights to any and all innovations, inventions or developments ("Innovations"), whether or not jointly conceived, and the intellectual property rights arising there from, that derive directly from the Clients existing technology provided by the Client to MNX Solutions during the term of this agreement. As between the parties, MNX Solutions shall retain all ownership rights to all other innovations, whether or not jointly conceived, and all intellectual property rights arising there from. The Client shall have a royalty-free, non-exclusive license to use any MNX Solutions-owned innovations made during performance of the services hereunder to the extent necessary to permit the Client to use the deliverables.

MNX Solutions and the Client agree to keep confidential and not disclose to any third parties any and all proprietary information of the other party. However, either party may make such a disclosure to its contractors who are working under this agreement.

### Appendix A: Service Fees

Please see the following chart that determines the service fee and included support times:

Plan	Price per server	Administration Hours
Dedicated Linux	\$199.00	1 hour of support per server

#### Setup Fees

Plan	Setup fee
Dedicated Linux	\$0

#### A. Additional tasks, outside the scope of the agreement.

Our rate for tasks outside the scope of the SLA for existing managed Linux server clients is \$100 per hour.

#### B. Backups

Storage	Price
0 - 25GB	\$199 initial license \$25.00 / month
26 - 50GB	\$199 initial license; \$50.00 / month
51 - 75GB	\$199 initial license; \$75.00 / month
75 - 100GB	\$199 initial license; \$100.00 / month
101+ GB	\$199 initial license; \$1 per GB

## **Appendix B: Approved Sources**

Vendor supplied updates from:

- Apache Foundation
- Novell
- CentOS
- cPanel
- DirectAdmin
- Debian
- Dell
- eAccelerator
- EMC
- Ensim
- Fedora
- Fedora Legacy
- IBM
- MySQL
- Oracle
- Plesk (SwSoft)
- Red Hat
- SAP
- Ubuntu
- Zend (PHP)

If you have software from alternate providers/vendors, please contact MNX Solutions to determine if we will cover it as part of your support plan.

## Appendix C: Support Schedule

The following support schedule establishes the minimum response times and compensation for failing to meet these times. Please see Appendix D for the difference between response time and resolution time. MNX Solutions provides compensation only if we fail to meet our guaranteed response times. The resolution of any given issue may take minutes or hours depending on the problem.

Priority	Response Time	Compensation
Critical	Within 2 hours	50% for each 2 hour period past due. Not to exceed fee charged for impacted server(s).
High	Within 4 hours	Not applicable.
Medium	Within 8-16 business hours	Not applicable.
Low	Within 3 business day	Not applicable.

### Examples:

You open a critical priority incident at 1:17 AM on Sunday. MNX Solutions responds by 2:15 AM. The issue is not resolved fully until 4:00 PM the next day. In this example, MNX Solutions responded within our SLA no compensation is provided.

You open a high priority incident at 12:05 AM. The SLA states you should have a response no later than 2:05 AM. MNX Solutions responds at 3:15 AM. We are one 2 hour block overdue, so you would be compensated 50% of your monthly fee for that server. If you had one server at \$199.00 per month, you would receive a \$99.50 credit.

Using the same example, if MNX Solutions did not respond until 4:15 AM, we would have been three 2 hours blocks overdue, so we would compensate you 100% of your monthly fee for that server.

## Appendix D: Definitions

**Response Time:** The elapsed time between the time when a service request or incident is submitted to MNX Solutions and to the beginning of work on the service request or incident by MNX Solutions; for example, you submit a incident via the help desk at 10:10 AM and MNX Solutions starts work on the request at 11:00AM, the response time would be 50 minutes.

**Resolution Time:** The elapsed time between the response time and the time the service request or incident is resolved; for example, you submit a service request to MNX Solutions at 10:15 AM, MNX Solutions responds at 10:45 and resolves the issues at 11:00 AM, the resolution time is 15 minutes.

**Standard Software:** Any software found on your distribution's official release CD(s) or download site. Any software found in your control panel's installation files.

**Upgrade:** Upgrades are major version updates. They are typically described as "new releases" and have a change in their major version number. For example, RHEL 3 to RHEL 4 would be an upgrade.

**Update:** Updates are within version patches, bug and security fixes for your software.

Typically software providers use major and minor version numbers. Generally if the major version number does not change, then the update is considered minor. If the major version number changes, we consider this an upgrade. For example updating, RHEL 3 Update 2 to RHEL Update 7 would be an update. Changing RHEL 3 to RHEL 4 would be an upgrade.

**Critical Priority:** System down or services not functioning.

**High Priority:** Requests that need immediate attention, but services are still operating normally.

**Medium Priority:** Requests that need to receive a higher priority than low requests, and should be worked on within 8 hours.

**Low priority:** Request that are not as important, and can be scheduled to be worked on within 1 -2 business days.

**Inbound SPAM:** Email received by your server that you consider SPAM.

**Outbound SPAM:** Email sent through your server that the recipient considers SPAM.

By signing this form, I agree to the terms and conditions outlined in the MNX Solutions Service Level Agreement

Agreed to:

Agreed to:  
*MNX Solutions, LLC*

By:

By:

Authorized signature

Authorized signature

Title:

Title:

Name:

Name:

Date:

Date: