Cloud Service Agreement

1. **Virtual Data Center Network Resources**
   The Vintage Virtual Data Center includes 1 dedicated Static IP Address ("SIPs") that may be mapped to private IP addresses in the customer's internal segments. Additional SIPs may be purchased. A firewalled internal VLAN is provided. The customer also has the ability to place any server on an un-firewalled subnet for direct connection to the internet.

2. **Security Resources**
   Security resources provide firewall services between the Internet and the Internal VLAN. The firewall configuration between the Internet and the Internal VLAN is fully customizable. Servers residing on the DMZ (direct ISP connection) will not be protected by the firewall services. All servers (Internal and DMZ) will have access to the internet as needed.

3. **Bandwidth**
   Bandwidth is defined as connectivity to the public Internet. Customer agrees to purchase Bandwidth in an amount detailed on the order line item ("Committed Bandwidth"). Customer may purchase additional bandwidth.

4. **Ownership rights in Data**
   a. **Customer data.** Customer Data shall at all times remain Customer data. Vintage is not, and shall not be construed to be, entitled to any rights, title or interest in and to Customer Data. At the conclusion of this Agreement, at Customer's choice, Vendor will request Vintage to either transfer back to Customer all copies of Customer Data, or certify its destruction from all equipment in Vintage's environment.

   b. **IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT PRESCRIBED BACKUP OOPERATIONS PERFORMED BY VINTAGE ARE ADEQUATE. VINTAGE WILL NOT BE RESPONSIBLE FOR THE CUSTOMER'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC., LOST DURING THE PERFORMANCE OF SERVICE PERFORMED HEREUNDER**.

   c. **Vintage data.**   Vintage data shall at all times remain Vintage data. Customer is not, and shall not be construed to be, entitled to any rights, title or interest in and to Vintage Data.

5. **Service-Level Agreements**
   a. **Network, Data Center, and Infrastructure Availability**. The Vintage Network Infrastructure extends from the infrastructure computing resources to the data center located router that provides the outside interface of each of Vintage's Wide Area Network ("WAN") connections to its backbone providers. The Vintage Data Center Infrastructure includes Heating, Ventilation, Air Conditioning ("HVAC"), managed power systems, backup generators, and battery backup systems. Infrastructure includes the servers, the storage, the backup infrastructure and the network related to the infrastructure Application. The Vintage Network Infrastructure, the Data Center Infrastructure, and infrastructure (referred to herein as the "Vintage Infrastructure"), subject to the exceptions in sections 5.c., will be available for a percentage of each calendar month equal to the Availability Calculation specifically set forth in 6.b. below.

   b. **Availability Calculation**. The availability of the Vintage Infrastructure for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

       i.   Total minutes in the month = TMM
      ii.   Total minutes in month unavailable = TMU
     iii.   Availability = ((TMM-TMU) x 100)/TMM

c. **Exceptions.** The Vintage Infrastructure will not be considered to be Unavailable for any outage that results from any maintenance performed by Vintage (i) of which Customer is notified at least 24 hours in advance and does not occur from 7:30am to 6:00pm Monday through Friday, State holidays excepted. (ii) during Customer's implementation period; (iii) from 6:00pm Saturday to 6:00am Sunday, Vintage's standard maintenance window (referred to herein as "Scheduled Maintenance"); (iv) as a result of Customer's request outside of the normally scheduled maintenance; (v) Gateway(s) deployed in Customer's Enterprise Cloud Services and managed by Customer for use with the Data Backup and Restore Services, or (vi) Customer's modification, disruption, or acts or omission of the Data Backup and Restore Gateway such that it impedes Vintage's ability to make Data Backup and Restore Services available to Customer.

d. **Availability Commitment**. The configuration of the Services set forth in the SOW has been designed by the parties to provide the performance level contemplated by the Availability Commitment in this Service Level Agreement ("SLA"). If, before commencement of services, Vintage notifies Customer that it has determined that Customer's configuration is not suited to provide this level of performance, this SLA will be suspended until Customer and Vintage agree upon and implement a new or modified configuration designed to provide this level of performance. The Vintage Infrastructure shall adhere to the following Availability Commitments:
       i.   99.9% - Dedicated Devices
      ii.   99.9% - Vintage Infrastructure

e. **Remedies**. Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.
       i.   If the Availability of Vintage Infrastructure (as calculated in Section 5.a. and 5.b. above) for a given month is less than the applicable Availability Commitments, Customer will receive one (1) Service Credit for the Enterprise Cloud Services. In addition, for the first 100 minute increment by which the allowable unavailability is exceeded, Customer will receive one (1) Service Credit for the Enterprise Cloud Services. Thereafter, for each additional 100-minute increment by which the allowable outage is exceeded, Customer will receive one (1) additional Service Credit for the Enterprise Cloud Services.
      ii.   For purposes of this SLA, a Service Credit will be deemed to be an amount equal 1/30th of the Services monthly fee for the Enterprise Cloud Services which are affected (herein referred to as "Service Credit"). The total Service Credits for a given month will, in no event, exceed an amount equal to 50% of the then-current Services monthly fee for the Enterprise Cloud Services which are affected. Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All service credits will be calculated assuming a 30-day month. Customer's right to receive Service Credit(s) will be Customer's exclusive remedy for Vintage's failure to satisfy the Availability Commitment.
     iii.   To receive Service Credits, Customer will submit a written request to Vintage, within thirty (30) days after the date which the Enterprise Cloud Services were Unavailable.

6. **Limitation of Liability**

   NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

7. **Miscellaneous**

   All service levels are measured in return to service unless there is a specific written agreement in place between Service Provider and Client.