



Datacare Service Description

1. MINIMUM STANDARDS REQUIRED FOR SERVICES.

- All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later.
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.

2. DATA AND SECURITY

- All data transmitted through the Service shall remain the property of the Client. All data pertaining to Client processed by or stored in CDI Managed Services' systems shall be kept confidential and shall be and remain the property of Client and CDI Managed Services shall provide Client with reasonable access to any of such data. Promptly after the termination or expiration of this SOW and the payment to CDI Managed Services of all sums due and owing, CDI Managed Services will, upon request, return to Client all of Client's information, data, and files as might be deemed necessary in CDI Managed Services' then-standard format and media at the current hourly rates. During the Term hereof, CDI Managed Services shall exercise reasonable care for the protection of such data. At any time after 30 days from the date of termination, CDI Managed Services may terminate or destroy any data not returned to Client.
- The backup system communicates with the remote servers using SSL (Secure Socket Layers) technology. All backup data is encrypted via SSL while it's being sent over the Internet.

3. LOANED EQUIPMENT

The Client agrees that the equipment utilized by CDI Managed Services in the execution of this service shall remain the property of CDI Managed Services, and must be returned upon request. Client further agrees to cease the use of any technology that remains the property of CDI Managed Services upon termination of this agreement. If the equipment is stolen, neglected, damaged or destroyed, the client must pay a replacement fee of \$5,000.00.

4. SERVICES NOT INCLUDED IN BASE MONTHLY FEE

The following list of services are not included in the Base Monthly Fee but can be provided by CDI Managed Services at then current hourly rates:

- Setup of any replacement equipment required due to its damage, destruction, negligence, or theft.
- The activation of any server devices in the event of a disaster.
- Any file-based restore procedures.

8. Special Stipulations

A. Cloud Recovery Option

- Client may opt for the ability to launch servers in CDI Managed Services' cloud environment in the event of a disaster.
- The cost of Cloud Recovery option is \$30/Server/Month
- Disaster Declaration: If the Client declares a disaster, CDI Managed Services will convert the client's offsite backup into Virtual Machines in CDI's cloud environment, and make them accessible through the internet. The cost for this service is \$250/Server with a minimum cost of \$5000 per disaster declaration. Any additional labor involved in making servers accessible including, but not limited to: creating VLANs, Configuration Changes, DNS changes, and IP address Changes are billable at \$175/Hour Monday through Friday 9 AM to 6 PM EST, and \$275/hour during all other hours. Additionally, cloud based resources are charged at \$200/Server/calendar day for the duration of their use.
- Additional Servers to be protected above base amount: \$35/Server/Month
- All efforts at cloud recovery are best effort, and CDI Managed Services does not warrant the actual time to recover in any way.
- A separate, corresponding Service Order Form is required to outline the necessary cloud resources and related Monthly Recurring Fees associated with the Cloud Recovery Option.

- Service level objectives are not defined for this agreement. All restoration services are provided on a best effort basis.
- Backing up of local data that may reside on desktop and laptop machines. This agreement encompasses Windows 2000 and newer Servers only.
- Offsite storage fees

5. SERVICES INCLUDED IN BASE MONTHLY FEE

CDI Managed Services provides the following services via its Remote Management System (RMS) and its Network Operations Center (NOC) function:

- Parts and labor to replace or repair the equipment in the event of any service affecting damage, failure, limitations or manufacturer imperfections that may arise with the equipment due to normal use.
- Monitoring the systems for backup status.
- Monitoring the systems for equipment malfunctions.
- Notification to client of any backup service issues.
- Local data retention scheme:
 1. Base image
 2. Monthly synthetics (for last 12 months)
 3. Weekly synthetics (for last 4 weeks)
 4. Daily synthetics (for last 7 days)
 5. Intra-day incremental (for last 2 days at 4 hour intervals)
- Offsite data retention scheme (if selected)
 1. Base image
 2. Daily incremental (for last 14 days)
- Ability to activate a covered, failed server in a virtualized mode for business continuity purposes. This allows the Client to continue working while the failed server is repaired. Neither the activation nor repair of the failed server is covered by this agreement. Such services can be provided at CDI Managed Services' then current hourly rate on a best effort basis.

6. SERVICES AVAILABLE VIA RETAINER

Client fully understands that CDI Managed Services offers support options including an unlimited support program for a fixed monthly fee whereby the burden of performance rests solely upon CDI Managed Services. Said support options can be used to cover any services not included in this SOW.

7. CLIENT RESPONSIBILITIES

Client will cooperate with CDI Managed Services in good faith and provide information and assistance as may be requested from time to time.