

SERVICE LEVEL AGREEMENT

This Service Level Agreement defines the level of service guarantee provided by OffsiteDataSync.com, Inc. to its customers, quantifies the remedy should the guarantee not be met and the procedure for requesting credit.

I. Definitions

1.01 Availability. As used herein, the term "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that OffsiteDataSync data center services are available. Availability is measured by OffsiteDataSync monitoring tools.

1.02 Network Availability. Network Availability is defined as the ability to pass incoming and outgoing traffic through the network to/from the IP transit provider (Internet backbone).

1.03 Network Downtime. Network Downtime is defined as an inability to transmit and receive data caused by failure of network equipment managed and owned by OffsiteDataSync.

1.04 Maintenance. Scheduled Maintenance is defined as any maintenance in the OffsiteDataSync Data Center (a) of which the customer is notified at least 24 hours in advance, or (b) that is performed during OffsiteDataSync's standard maintenance windows. Emergency Maintenance is defined as any maintenance in the OffsiteDataSync Data Center that in OffsiteDataSync's sole discretion, is necessary to avoid an immediate threat to the OffsiteDataSync Data Center or customer and of which customer is notified. Any Scheduled or Emergency Maintenance in excess of six (6) hours per event is considered Network Downtime.

II. Service Level Guarantee

2.01 OffsiteDataSync provides a 100% Network Availability guarantee.

III. Remedy

3.01 Should OffsiteDataSync not meet the Service Level Guarantee stated in 2.01, OffsiteDataSync will issue a credit according to the following schedule. The credit percentage will be applied only to the monthly service charge for the affected Service(s):

| Network Availability | Credit Percentage |
|----------------------|-------------------|
| 98% – 99.99999 % | 10% |
| 95% – 97.9% | 25% |
| 90% – 94.9 | 50% |
| 89.9% or Below | 100% |

IV. Exceptions

4.01 No credits will be issued for Exempted Occurrences. Exempted Occurrences means any occurrence which impacts a service that is caused by: (i) any suspension of service pursuant to the Agreement; (ii) scheduled or emergency maintenance, alteration or implementation; (iii) force majeure events; (iv) the unavailability of necessary Customer Representatives, including as a result of failure to provide OffsiteDataSync.com, Inc. with accurate, current contact information; (v) the acts or omissions of Customer or any Customer Representative; or (vi) failure or malfunction of equipment, applications or systems not owned or controlled by OffsiteDataSync.com, Inc.; (vii) Any other circumstance beyond OffsiteDataSync's reasonable control without limitation.

V. Credit Request

5.01 To receive a credit, the customer must make a request by notifying support@offsitedatasync.com and must include company name, name of unavailable service and dates and times of the unavailability.

VI. Terms and Conditions

6.01 Credit request must be received by OffsiteDataSync within ten (10) business days of the service being unavailable and must be confirmed by OffsiteDataSync.

6.02 Credits will be applied within two billing cycles after OffsiteDataSync's receipt of the customer's credit request.

6.03 Credits are not refundable and can be used only towards future billing charges.

6.04 Customer must be an OffsiteDataSync customer in good standing to receive the credit.

6.05 Credit will not be applied to accounts that are past-due or for accounts that are cancelled before the conditions for payment of the Credit are met.

6.06 Upon cancellation of the customer's account, any outstanding or previously accrued Credits will be forfeited.

6.07 Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this Agreement shall not exceed the total service fee paid by customer for such month for the affected Services.

6.08 Credits are exclusive of any applicable taxes charged to customer or collected by OffsiteDataSync and are customer's sole and exclusive remedy with respect to any failure or deficiency in the availability of customer's services.

DISPUTE RESOLUTION PROCESS

We understand that there are times when a customer may have a concern about an invoice or a particular charge on an invoice or a service outage. We strive to make this process as simple as possible for our customers.

To initiate a dispute, send an email to support@offsitedatasync.com with the details of your concern. By doing so, a case will automatically be created and you will immediately receive a case number that will automatically be sent to you. Alternatively, you may phone in your concern and an OffsiteDataSync staff member will document your concerns in a case and provide you with your case number. Disputes must be made within 10 days of the issue.

Within three business days a member of the OffsiteDataSync accounting staff will reach out to you to capture any additional information that may be needed. After gathering information and any documentation you may have, we issue a temporary credit (if you have already made payment) to your account while we investigate the transaction. Most disputes are resolved in 10 business days or less.

If your dispute is related to a service outage, please refer to our Service Level Agreement (above) for specific details on credit percentages in relation to network availability.