



SPECIAL TERMS OF SERVICE FOR OFFSITE RENOVO BACKUP SERVICE ("ORBS")

These Special Terms of Service for ORBS ("ORBS Agreement") define certain additional terms and conditions specific to Renovo's providing of ORBS Services. ORBS Services consist of an automated mechanism whereby Customers may backup data from all designated servers and network connected desktop computers and laptops to RenovoData's offsite repository. This ORBS Agreement is an integral part of your agreement with Renovo regarding your use of the ORBS Services, and is a part of and hereby included in Renovo's General Terms of Service as published from time to time at www.RenovoData.com/legal. All capitalized terms used but not defined herein have the same meaning as defined in Renovo's General Terms of Service. In the case of any inconsistency in the ORBS Agreement and the General Terms of Service, this ORBS Agreement only shall apply as to the specific inconsistency.

Upon placing an order (either online, by telephone or by receipt of payment by post mail) for our ORBS Services and/or upon first use of our Services, you become a "Customer" of Renovo and a "User" of our ORBS Services. Upon becoming a Customer of Renovo or a User of the ORBS Services, without further action on your or our part, you expressly acknowledge, agree to, and are hereby legally bound by, this ORBS Agreement, and any future amendments and additions hereto published from time to time at www.RenovoData.com/legal.

DELIVERY OF SERVICES

Renovo shall inform the Customer by e-mail when the ORBS Service becomes installed and available for Customer to begin backing up Customer Data. Invoicing shall begin on the Effective Date of the beginning of the Term as set forth in Customer's order for the ORBS Services.

RENOVO'S OBLIGATIONS

ORBS Services powered by Asigra Software provides Customers with four (4) Backup, Storage and Recovery Solutions to align Customer Data criticality with the cost of storage:

- (1) Tier 1: Offsite Backup with Local Copy Option
- (2) Tier 2: Offsite BLM Archival Storage
- (3) Tier 3: Long Term Offsite Archival Storage
- (4) Local Only Storage for local disk to disk backups

A Description of the ORBS Solutions listed below. At the time of ordering, Customer shall be responsible for choosing one or more ORBS Solutions and associated Tiers for all Customer Data to be included in the ORBS Services.

Customer agrees to allow the utilization of the Tiered storage where possible (i.e. user files and dormant data), unless otherwise agreed by Renovo in writing.

The ORBS Service shall provide:

- All software, installation assistance of up to three (3) DS-Clients, initial configuration consulting, off-site storage vaulting and initial training.
- Customer installation of an unlimited number of Asigra "DS-Clients" per organization.
- Automatic, scheduled backups of all installed DS-Clients (servers, workstations, or laptops).

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- Data compression technologies, including common file elimination and delta blocking, enabling maximized data transfer.
- DES or AES encryption of all data in flight (prior to transmission offsite) and at rest in RenovoData's facilities.
- Offsite storage of data in encrypted format on a shared RAID disk sub-system, further replicated to a backup storage system.
- Management interface installed at customer's site(s) enabling Customer to self-manage backup and recovery process and providing detailed information about scheduled operations.
- Customer configured DS-Client software enabling specification of data to be backed up, minimizing wasted storage from backing up unauthorized or unnecessary information.
- Backup software provides option for automatic email alerts to alert customer of errors or if scheduled backups are not completed.
- Optional remote monitoring and management agent to allow RenovoData to assist with monitoring up/down status of backup software and option to allow RenovoData to remotely access backup software to support customer and remediate issues that may arise.

CUSTOMER'S OBLIGATIONS

Passwords. Customer alone shall bear the consequences of a server malfunction resulting from the use by his/its staff or by any other person to whom the Customer has provided its account data, encryption Key(s) and/or changed password(s) or access thereto. The Customer shall also bear alone the consequences resulting from the loss of such Encryption Key(s) and/or password(s).

Backup of Customer Data. Customer is solely responsible for identifying and ensuring the desired servers and/or data are targeted for replication and/or backup. Customer is solely responsible for any information uploaded by the Customer to its Server(s) (whether hosted at Renovo or at Customer's premises) and is responsible for the ongoing management of the Backup and/or Replication Software and RDRAAS. Customer acknowledges and agrees that the Backup and Replication Software will only replicate or backup Customer Data that has been targeted and scheduled by Customer. Customer is responsible for setting all configurations for the operation of the Software and is solely responsible for targeting the Customer Data to be backed up and determining backup snapshots of Customer's Servers and Data. Customer can instruct Renovo to perform backups of specific servers and/or data in writing, documentation of specific servers and/or data to be protected can be sent to Renovo by emailing support@renovodata.com.

Customer Environment. Customer is solely responsible for making their computing environment available, adequate and operating for all ORBS Services to function in accordance herewith, including but limited to sufficient internet connectivity, local area network access, target computer systems access, and authentication/permissions.

SERVICE FEES AND PAYMENT

Service Fees for ORBS vary, based on the Storage, Backup and Recovery Solution ordered by Customer. Service Fees

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for ORBS are calculated monthly and Renovo invoices Customer for ORBS Services provided during the preceding month based upon the average amount of Customer compressed data stored during the preceding month, rounded up to next full hundredth of a gigabyte. All ORBS Services are subject to a minimum monthly Service Fee of \$150.00 unless outlined differently in writing. Customer hereby expressly agrees and acknowledges to pay for all RenovoData Services in accordance with the Renovo Account Payment and Invoice Policies incorporated herein in its entirety by this reference.

EFFECTIVE DATE, TERM AND TERMINATION

Effective Date. The Effective Date of ORBS Services is the date set forth in Customer's order for ORBS Services.

Term. ORBS Services commence on the Effective Date for the initial term selected by Customer when ordering. The initial term for ORBS Services shall be no less than one year. ORBS Services automatically renew and continue on an annual basis at Renovo's then current prices, unless terminated prior to the end of the then term.

Termination for Convenience. Customer may terminate ORBS Services at the end of the current ORBS Services term by providing Renovo with 60-day advance written notice at of termination to Renovo at customercare@renovodata.com and payment of all Service Fees due through the termination date. All ORBS Services shall terminate on the last day of the month in which the notice period ends (the "Termination Date"). Renovo will provide Customer with a final invoice including any Service Fees and other fees and charges due hereunder through the Termination Date and the total Cancellation Fee. No portion of Customer's prior payments is refundable upon termination (including proportionately on pre-paid monthly or annual based services).

Return of Renovo Provided Servers, Hardware and Equipment. Upon termination, Customer agrees to return undamaged (normal wear and tear excepted) any Dedicated Server(s), hardware or equipment supplied by Renovo to Customer in the providing of any Services to Customer, at Customer's sole expense. If the Dedicated Server, hardware or equipment is damaged in transit, Renovo will charge Customer for the cost of repair or replacement as set forth in an invoice to Customer, which Customer shall pay pursuant to Renovo Account Payment and Invoice Policies. Customer is liable for full retail replacement cost of servers, hardware and other equipment if such are deemed not repairable, in its reasonable sole discretion.

ORBS ENCRYPTION KEYS

During initial installation and configuration of the DS-Client, a Customer will be provided with the opportunity to create and manage its own encryption keys. If Customer chooses to do so, Customer shall comply with the terms of the Encryption Key Recommendations and Disclosures, which can be found at www.RenovoData.com/legal, and which are incorporated herein in their entirety by this references.

SUPPORT

Renovo makes technical assistance available to the Customer pursuant to the terms and conditions provided under the Support and Disaster Declaration Terms and Conditions of Service.

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