

SPECIAL TERMS OF SERVICE FOR RENOVO DISASTER RECOVERY AS A SERVICE (“RDRaaS”)

These Special Terms of Service for Renovo DRaaS (“RDRaaS Agreement”) define certain additional terms and conditions specific to Renovo’s providing of RDRAAS Services. RDRAAS Services consist of an automated mechanism whereby Customers may backup and/or replicate data from their designated Servers or other designated equipment to Renovo’s data center facility. This RDRAAS Agreement is an integral part of your agreement with Renovo regarding your use of the RDRAAS 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 RDRAAS Agreement and the General Terms of Service, this RDRAAS 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 RDRAAS Services and/or upon first use of our Services, you become a “Customer” of Renovo and a “User” of our RDRAAS Services. Upon becoming a Customer of Renovo or a User of the RDRAAS Services, without further action on your or our part, you expressly acknowledge, agree to, and are hereby legally bound by, this RDRAAS 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 RDRAAS Service becomes available for installation and available for Customer to begin replicating Customer Data. Invoicing shall begin on the Effective Date of the beginning of the Term as set forth in Customer’s order for the RDRAAS Services.

RENOVO’S OBLIGATIONS

A Description of the RDRAAS is listed below. At the time of ordering, Customer has the option to choose the number or servers or other supportable computers for replication to Renovo’s Data Center Facility. Customer agrees to allow the utilization of Renovo’s tiered storage where possible, unless otherwise agreed by Renovo in writing.

For all RDRAAS Renovo shall provide:

- All software, updates, and software maintenance for backups or replicating Customer’s designated servers.
- Remote installation assistance of the Backup and Replication Software, Replication Management tools, and VPN Connection when applicable.
- Configuration, consulting, off-site storage validation and initial training.
- Automatic, scheduled replication of all designated server backups.
- Data compression and WAN Optimization available to maximize data transfer.
- VPN Connection and/or encryption of all data being replicated offsite.
- Offsite storage of data on a shared RAID disk sub-system, with option to a backup multiple snapshots of servers for point in time backup capability.
- Management Console enabling Customer to self-manage local backups, replication of backup images
- 24 x 365 remote monitoring available and email alerts if scheduled tasks are not completed.
- Support for maintaining backup software and replicated backup images available at no additional charge.
- Support for trouble shooting, virus and malware remediation assistance, Emergency Disaster Recovery Support and Cloud Hosting available for additional charges pursuant to the terms and conditions provided under the Support and Disaster Declaration Terms and Conditions of Service.

CUSTOMER’S OBLIGATIONS

Passwords. Customer alone shall bear the consequences of a RDRAAS Services malfunction resulting from the use by his/its staff or by any other person to whom the Customer has provided its Account Information, Encryption Key(s) and/or password(s). The Customer shall also bear alone the consequences resulting from the loss of such information.

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 if not specified in writing at the beginning of the term.

Customer Environment. Customer is solely responsible for making their computing environment available, adequate and operational for RDRAAS to function in accordance herewith, including but limited to sufficient internet connectivity, VPN or other secure connection to RenovoData, local area network access, target computer systems access, and authentication/permissions.

SERVICE FEES AND PAYMENT

Service Fees for RDRAAS vary, based on the number of Servers being protected and the total storage amount including servers, delta information and backup snapshots. Service Fees for RDRAAS are calculated monthly and Renovo invoices Customer for RDRAAS Services provided during the preceding month based upon the number of Servers Protected and the average amount of Customer data stored during the preceding month, rounded up to next full hundredth of a gigabyte. All RDRAAS Services are subject to a minimum monthly Service Fee of \$150.00. Customer hereby expressly agrees and acknowledges to pay for all RDRAAS 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 RDRAAS Services is the date set forth in Customer's order for RDRAAS Services.

Term. RDRAAS Services commence on the Effective Date for the initial term selected by Customer when ordering. The initial term for RDRAAS Services shall be no less than one year. RDRAAS 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 RDRAAS Services at the end of the current RDRAAS 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 RDRAAS 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 if applicable. 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 of Service, 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 Renovo provided 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.

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.