



SPECIAL TERMS OF SERVICE FOR RENOVO HOSTING SERVICE ("RHS")

These Special Terms of Service for RHS ("RHS Agreement") define certain additional terms and conditions specific to Renovo's rental and hosting on its platform the Customer's private hosted server(s) (each a "Private Hosted Server") or cloud based services. This RHS Agreement is an integral part of your agreement with Renovo regarding your use of the RHS 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 RHS Agreement and the General Terms of Service, this RHS Agreement shall only apply as to the specific inconsistency.

Upon placing an order (either online, by telephone or by receipt of payment by post mail) for our RHS Services and/or upon first use of our RHS Services, you become a "Customer" of Renovo and a "User" of our RHS Services. Upon becoming a Customer of Renovo or a User of the Services, without further action on your or our part, you expressly acknowledge, agree to, and are thereby legally bound by this RHS 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 Private Hosted Server becomes available. Invoicing shall begin on the effective date of the online launching of the Private Hosted Server. A Customer's Private Hosted Server shall become available within a maximum of 7 days of the effective payment date by the Customer of the order. After such deadline has expired and if Renovo fails to make available the Server to the Customer, said Customer shall be entitled to request the cancellation of the transaction and the reimbursement of amounts already paid.

OWNERSHIP OF PROPERTY

Any Private Hosted Server rented to the Customer shall remain the sole property of Renovo. Any Private Hosted Server rented or hosted by Renovo has a static IP address. All Private Hosted Servers are hosted on Renovo's server platform.

RENOVO'S OBLIGATIONS FOR RHS

Renovo shall:

- Provide a private, virtual server on Renovo's hosting platform, optionally Renovo can provide operating system(s) (Linux or Windows), and software necessary to operate and support the RHS as specified in sales order description.
- Allocate the Private Hosted Server, operating system, with the option for full administration access (including root access for Linux operating systems and Administrator for Windows operating systems), connection to the Internet and other related software to operate and support the RHS.
- Monitor the overall usage of the Private Hosted Server and remote power cycling access to Customer.
- Provide Customer Renovo's Backup software (to enable Customer to backup Customer Data from its Private Hosted Server to secondary site provided by Renovo or authorize and direct Renovo to perform backups of specific servers and/or data sets) as per Renovo's Special Terms of Service for Offsite Renovo Backup Service ("ORBS") incorporated herein in its entirety by this reference.
- Provide 10 Mbps internet connection burstable to 100 Mbps unless specified otherwise in writing.



- Provide connection of the RHS to the Internet, including all telecommunications equipment and connections required to enable public access on a 24-hour-a-day, 7-day-a-week basis in accordance with Renovo's Service Level Agreement incorporated herein in its entirety by this reference.
- Maintain performance of the RHS and provide network performance in a workmanlike manner consistent with industry standards.
- Guarantee no other Customer shall use, or have access to Customer's Private Hosted Server.
- Notify Customer of the availability of updates for its applications where security flaws have been reported. If these application updates are not carried out at Renovo's request, Renovo reserves the right to interrupt the Private Hosted Server's connection to the Internet network.

CUSTOMER'S OBLIGATIONS

Insurance. Customer shall remain solely and exclusively responsible for the data and/or applications, "contents" on its Private Hosted Server(s). It is Customer's sole responsibility to insure the contents on its Private Hosted Server(s) either by self-insuring or purchasing appropriate insurance. Customer shall not be entitled to request any reimbursement, replacement or compensation whatsoever from Renovo for damages to, or failures of, the Private Hosted Server.

Legal Consequences. It is Customer's responsibility to know the legal consequences resulting from unlawful activities on its Private Hosted Server and Customer assumes all risks related to Customer's activities. Customer is solely liable for its use of all services and websites hosted on Customer's Private Hosted Server(s), the Customer Data transmitted, posted or collected thereon, including operations and updates, as well as with regard to all files, including address files. Customer specifically agrees to comply with Renovo's Acceptable Use Policy, which is incorporated herein in its entirety by this reference. Renovo is not liable, in any way whatsoever, for Customer's Data transmitted, posted or collected, used, and updated, as well as for any files, including address files.

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 access, Encryption Key(s) and/or password(s). 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 the backup of all Customer Data (including without limitation email) and any other information uploaded by the Customer to its Private Hosted Server(s) and is responsible for the ongoing management of the Renovo's backup software and ORBS. Customer acknowledges and agrees that Renovo's backup software will only backup Customer Data that has been targeted and scheduled by Customer. Customer is responsible for setting all configurations for the operation of the DS-Client and is solely responsible for targeting the Content to be backed up and determining the number of versions and if applicable, the Storage Tiers to store Customer Data. Customer shall comply with the terms of the ORBS Agreement with respect to the backup and restore of all Customer Data.

Access. Customer is responsible for providing all telecommunications, computer, hardware and software equipment and services necessary for the Customer to access and use the RHS.

Installation of Software. Customer is the administrator of the Private Hosted Server rented from Renovo. Customer



is fully responsible for any applications, software, etc. installed on its Private Hosted Servers. Renovo has no responsibility to Customer or liability for a Private Hosted Server malfunction following such installation(s).

Customer Website. Customer hereby expressly agrees and acknowledges that Renovo shall not participate in any way in the design, development, realization and set-up of the Customer's website and/or services or of Customer's management and administrative computer tools.

Customer Email. Customer hereby expressly agrees and acknowledges that our Hosted Email and Email Continuity Services are a services we resell and are powered by independent third parties and Customer has sole responsibility to protect, back-up and secure Customer email, which are optional offerings provided by Renovo or Customer can provide their own services for Email protection. Renovo has no responsibility for a Customer's email, whether lost, breached or otherwise.

SERVICE FEES AND PAYMENT

Service Fees vary, based on the range of RHS Services and the Term selected by the Customer when ordering. Service Fees for RHS are calculated monthly and Renovo invoices Customer for RHS Services at the beginning of each month, one month in advance. Customer will pay to Renovo one-time, non-refundable set-up fees as indicated at the time of ordering or by special quotation arrangement. Customer hereby expressly agrees and acknowledges to pay for all RHS Services in accordance with the Renovo Account Payment and Invoice Policy incorporated herein in its entirety by this reference.

EFFECTIVE DATE, TERM AND TERMINATION

Effective Date. The Effective Date of RHS Services is the date the RHS Services were ordered, either online, by telephone or by receipt of payment by post mail.

Term. RHS Services commence on the Effective Date for the term selected by Customer when ordering. RHS Services automatically renew and continue on an annual basis at Renovo's current prices, unless terminated.

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

Return of Renovo provided Server and Other Hardware and Equipment. Upon termination Customer agrees to return undamaged (normal wear and tear excepted) any 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.

If Customer fails to return all Renovo servers, equipment or other hardware with 7 days of termination, Renovo will charge Customer the full retail replacement cost of such item, invoiced as above, and Customer shall keep any Renovo provided server, hardware or equipment so paid for and have sole ownership thereof thereafter.



SECURITY

Compliance. Renovo reserves the right to check the Customer's compliance with the provisions regarding Customer's use of any or all Services at any time and without notice.

Piracy. Renovo reserves the right to immediately interrupt a Private Hosted Server's Internet connection if such Server constitutes a danger regarding the maintenance of security on Renovo's hosting platform, including without limitation as a result of the piracy of such Server, the detection of a flaw in Customer's security system, or the need to update the Server. Renovo shall, to the extent possible, notify the Customer in advance of the nature and estimated length of interruption. Renovo shall restore connection as soon as possible after the corrective measures have been completed.

After corrective measures have been completed, Renovo advises Customers to use a reinstallation procedure in order to ensure the integrity of its Private Hosted Server and of the entire hosting platform. The Customer may order such procedure from Renovo after backing up all Customer Data or if Customer has Renovo's Backup System, refer to the ORBS agreement. While awaiting the computer's reinstallation, Renovo reserves the right to interrupt the Private Hosted Server's connection to the Internet network. Renovo is not required to transfer Customer's Data from the pirated system to the new system; such operation is the Customer's responsibility. Renovo's only responsibility is to install the new system.

Free Public Proxies. Renovo reserves the right to proceed with the immediate suspension (without notice) of any Private Hosted Server on which would be offered paid or free public proxies, such as IRC, VPN, TOR for which Renovo has knowledge of any misuse, including fraudulent or unlawful use.

BANDWIDTH

Renovo provides bandwidth up to the rate listed herein, or on the Renovo Website for the concerned range of the Private Hosted Server. Renovo shall have no liability for its failure to provide such bandwidth when a Private Hosted Server or Servers are used for the following activities:

- Anonymization service (proxy), CDN service;
- Storage Platform or file exchange (including but not limited to cyberlocker);
- Downloading platform;
- Service bypassing limitations imposed by downloading platforms (downloaders);
- Platform for watching online videos;
- Server(s) used for downloading and sending files on peer-to-peer networks (including but not limited to seedbox).

In addition, Renovo may not be able to provide such bandwidth when the Private Hosted Server activity requires an intensive bandwidth use. In this case, Renovo will contact Customer to explore its consumption in detail.

SUPPORT AND MAINTENANCE

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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Maintenance Services. Renovo will perform maintenance services as Renovo determines reasonably necessary to maintain the continuous operation of the RHS Service in its sole discretion. Customer agrees to periodically scheduled maintenance and related downtime, as well as emergency maintenance in Renovo's discretion. Renovo will use all reasonable efforts to provide Customers 1-week prior notice of the same, except when circumstances beyond Renovo's control limit Renovo's ability to do so.



RHS SERVICE LEVEL AGREEMENTS (“SLA”)

These Renovo Service Level Agreements (“SLA”) reflect Renovo’s commitment to providing quality and reliable Services and reliability in its Platform Hosting “RHS” Services. The SLA is an integral part of your agreement with Renovo regarding your use of the RHS Services, and is a part of and hereby included in the Renovo RHS Agreement and Renovo’s General Terms of Service as published from time to time at www.RenovoData.com/legal. All capitalized terms used by not defined herein have the same meaning as defined in the RHS Agreement and/or Renovo’s General Terms of Service. In the case of any inconsistency in the SLA, the RHS Agreement and the General Terms of Service, this SLA shall apply only as to the specific inconsistency.

Upon placing an order (either online, by telephone or by receipt of payment by post mail) for our RHS Services and/or upon first use of our RHS Services, you become a “Customer” of Renovo and a “User” of our RHS Services. Upon becoming a Customer of Renovo or a User of the RHS Services, without further action on your or our part, you expressly acknowledge, agree to, and are thereby legally bound by these SLAs.

Network SLA

Renovo is committed to providing quality service and reliability in its RHS Services. Renovo guarantees network uptime of 99.99%. We want our Customers to always be able to count on a high-speed, dependable connection to our network. Our Data Center is equipped to ensure maximum uptime in any situation.

In the event any Customer experiences anything less than 99.99% uptime of the Renovo Network in any one month a credit will be added to the account upon Customer’s request. Network downtime is defined as the inability to transmit or receive data due to the failure of Renovo owned network equipment, excluding scheduled maintenance. Downtime starts from the point that affected Customer reports the fault, either by telephone or ticket, and ends at the point Renovo determines the issue to be resolved.

If Customer telephones in a fault, they must also raise a ticket by emailing support@renovodata.com to provide a clear time stamp of the start of reporting the fault. If this is not possible, due to network difficulties, Customer should make note of the time that the call was made for future reference and SLA compensation calculations. Multiple faults in any one month will be added together to form the total uptime percentage in such month.

Network SLA Credits

Should downtime occur, Customer may receive the following credits:

- Between 99.99% and 99.8% uptime, credit of 5% of the Monthly Service Fee.
- Between 99.799% and 99.44% uptime, credit of 10% of the Monthly Service Fee.
- Between 99.439% and 98.88% uptime, credit of 15% of the Monthly Service Fee.
- Less than 98.879% uptime, credit of 20% of the Monthly Service Fee.

Hardware SLA

If dedicated hardware is included in customer’s RHS Agreement, hardware replacement or issue remediation is guaranteed to be complete within 4 hours of problem identification. The hardware replacement timer begins once customer opens trouble ticket and Renovo has determined the cause of the problem to be faulty hardware. The period of time it takes to troubleshoot the server and identify the problem is outside the 4-hour SLA.



In the event we are unable to replace the faulty hardware remediate issue within 4 hours, Renovo will credit the customer 5% of the Monthly Server Fee per additional hour of downtime incurred (up to 100% of customer's Monthly Server Fee).

Excluded from SLA Credits

No Customer may receive SLA credits totaling more than one month of service per affected server or Account.

Scheduled maintenance outages and interruptions to any server for a technical intervention designed to improve its operation will not be counted toward SLA credits.

IF CUSTOMER'S ACCOUNT IS IN DEFAULT OR CUSTOMER IS OTHERWISE IN BREACH OF ITS CONTRACT WITH RENOVO, CUSTOMER IS NOT ELIGIBLE FOR SLA CREDITS. RENOVO'S DECISIONS ON SLA CREDIT CLAIMS ARE FINAL

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 Customer’s hosted servers as outlined in the Renovo Hosting Service agreement, may backup/replicate data from the primary hosted servers or other designated equipment, to Renovo’s alternate 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’s Hosted Servers to begin backups or replicating Customer Data as specified on order form. 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 and/or backup to Renovo’s Alternate 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 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 backups or 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. By default, version rollback configuration is 7 days. Customer to instruct Renovo for any changes in rollback capability, applicable storage fees apply.
- 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's 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. All RDRAAS Services are subject to a minimum monthly Service Fee of \$50.00. 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 any time by providing Renovo with 60 day advance written notice of termination to Renovo at customercare@Renovo.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 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 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.

Exceptions to Support and Disaster Declaration Terms and Conditions of Service: If Renovo's primary hosting facility experiences an outage which requires a failover of Customer's servers to Renovo's alternate site, no emergency hosting fees or disaster declaration charges apply.