



This Service Level Agreement ("SLA") applies to rackAID Backup Services set forth in Section 1. This SLA provides Customer with certain rights and remedies regarding the performance by rackAID of rackAID Backup Services. This agreement is an extension to the Master Services Agreement.

1. rackAID Backup Services

1. Data Backup

rackAID will backup all files and file systems designated by Customer ("Files") by establishing a network connection from Customer's Equipment to rackAID's storage infrastructure. rackAID will begin backup of the Files within a predetermined window or rackAID's choice unless otherwise specified in a Custom Backup Agreement.

2. Retention

Files stored ("Stored Files") on rackAID's backup infrastructure will be retained for seven (7) days, after which, rackAID may, at its option, destroy the Stored Files. Unless otherwise designated in a Custom Backup Agreement, Stored Files will be retained at a storage facility of rackAID's choosing.

3. Restoration

Data restoration is the Customer's responsibility. rackAID only assures access to the rackAID Backup Service portal.

4. Software Agents

The rackAID Backup Service requires installation of a software agent onto Customer's server. rackAID is responsible for maintaining the software agent if and only if Customer retains a Server Management Agreement for the server enrolled in rackAID's Backup Services.

5. Support

rackAID will respond to backup support issues within one (1) business days. All support requests must be logged through the help desk at: <https://www.rackaid.com/helpdesk/> by the primary account holder or authorized contact.

6. Availability

For purposes of this SLA, a Service Outage is defined as a consecutive 48 hour failure within a calendar month by rackAID to either backup Files or provide access to Stored Files.



2. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure of deficiency of rackAID Backup Services or a failure to meet the SLA that is caused by or associated with any of the following:

1. circumstances beyond rackAID's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement;
2. failure of access circuits to the rackAID Network, unless such failure is caused solely by rackAID;
3. failure of customer's Internet access service, unless such service is provided by rackAID and failure is caused solely by rackAID;
4. failure of customer to exclude files or file types that were in use and cause backup to fail;
5. general third party internet failure;
6. failure of Customer Equipment used in connection with the rackAID Backup Services;
7. for Colocation customers, failure to maintain current required Version of the software in support of the service and failure of software due to conflict with other non-compatible software or hardware.
8. scheduled and emergency maintenance;
9. DNS issues outside the direct control of rackAID; or
10. Customer's modification, stopping or otherwise altering the software agent; or
11. Customer's modification of OS resulting in incompatibility with Software Agent; or
12. any other acts or omissions of Customer or others authorized by Customer, including without limitation, any negligence, willful misconduct, or use of the rackAID Network or rackAID services in breach of rackAID's Terms and Conditions and Acceptable Use Policy.

3. Credit Request and Payment Procedures

In order to receive a credit under this SLA, a request therefore must be made by Customer via the Help Desk (<https://www.rackaid.com/helpdesk/>). Each request for credit in any calendar month must be received by rackAID within seven (7) days of the occurrence giving rise to the credit claim. Notwithstanding anything in this SLA to the contrary, the total amount credited to a Customer in connection with rackAID Backup Services in any calendar month will not exceed, in the



aggregate, one hundred percent (100%) of the total recurring monthly fee paid by Customer to rackAID for the rackAID Backup Services for the impacted system(s) for such calendar month.

Each valid credit will be applied to a Customer invoice within two (2) billing cycles after rackAID's receipt of such request. Credits are exclusive of any applicable taxes charged to Customer or collected by rackAID.

Customer is entitled to a 100% credit should a Service Outage occur within one calendar month. Customer is entitled to a 50% credit should rackAID not respond within the timeframe as specified in Section 1.5.

4. General

The rackAID Backup Services are not intended to be a comprehensive disaster recovery solution. Except as set forth in this SLA, rackAID makes no claims regarding the availability or performance of the rackAID Backup Services. rackAID makes not claims or assumes no liability for data stored on rackAID's backup infrastructure.