



Computer Data Backup Service Level Agreement

Updated 6-4-2007

1. This Service Level Agreement (“**SLA**”) for our online Computer Data Backup Service is between Managed Data Solutions, LLC (“**MDS**”) and you the customer (“**Customer**”). MDS will receive data file transmissions from you the customer containing electronic computer data as designated by the customer. This agreement is a part of the complete Customer Agreement as defined in the Hosting Services General Terms and Conditions and Acceptable Use Policy, that can be found within our web site located at <http://www.mdatasol.com>.

Whereas, MDS is a hosting provider connected to the Internet. MDS offers storage and transfer services over the Internet through access to its Web Servers, Application Servers, Network Services, Database Servers and various other attached services;

Whereas, Customer seeks to utilize MDS's Server's, Networks and Attached Services for its own purposes;

Whereas, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, MDS can make no guarantee that any given reader shall be able to access MDS's Server's, Networks and Attached Services at any given time. MDS represents that it shall make every good faith effort to ensure that its server's, Networks and Attached Services are available with as little service interruption as possible. MDS further represents that it shall maintain it's servers, networks and attached services in a manner that shall allow for a minimum of 99.8% uptime as measured by the actual performance of the server's, networks and attached services. This statement shall constitute a guarantee made to the customer. This guarantee shall be held to be true and shall exclude events that MDS is not in control of directly and / or events occurring for maintenance of the servers and service, upgrades to the servers and service or any such activity involving the servers or service when MDS has provided warning and or notification of the maintenance, upgrade or other activity being performed.

2. By transmitting data to MDS, customer grants permission to MDS to copy the data for the sole purpose of Back-Up storage within the MDS system.
3. MDS will retain all data transmitted by the customer indefinitely from receipt of the data files unless the customer through customer's user control panel removes the data or the account is canceled.
4. MDS assumes no responsibility for any encrypted data that is sent to, collected on, or retrieved from a MDS Back-Up computer as MDS does not have access, nor can they obtain access in any manner, to the customer assigned encryption code. The technology used to encrypt data being transmitted to or from MDS's servers will be licensed from a third party and MDS makes no claims or warranties regarding the viability, integrity, or robustness of the encryption used. Further, MDS is not responsible for the success or failure of the customer to properly encrypt data. By using the Software, Customer assumes the risk that the encryption algorithm may be broken so that the data being transmitted is visible to others. Customer's rights and obligations with respect thereto are subject solely to any agreement(s) between Customer and third party.
5. Customer agrees that they will not exceed the bandwidth, or storage usage limits as specified in the on line Order Form for the plan they select. If Customer exceeds any agreed upon bandwidth, or storage, usage limits, MDS may, in its sole discretion, assess Customer with additional charges, suspend the Service, or terminate this Agreement. If MDS elects to take any corrective action, MDS will not refund any prepaid fees. Customer's use of Customer's account and access to it is Customer's responsibility.
6. To comply with applicable laws and lawful governmental requests, MDS may access and disclose any information it considers necessary or appropriate, to comply with such requests. MDS may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of MDS's Customer Privacy Statement or our Hosting Services General Terms and Conditions, that are a part of this Service Level Agreement, and MDS's right to disclose under this section, MDS's right to disclose under this section will control. Our Customer Privacy Statement and Hosting General Terms and Conditions may be found within our web site located at <http://www.mdatasol.com>.



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7. MDS has no control over, and accepts no responsibility for, the content of the information passing through MDS's Network computers, (the "**MDS Network**"). MDS (a) MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICES AND EQUIPMENT IT IS PROVIDING, AND (b) DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. MDS shall not be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, labor disputes, change in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond MDS's reasonable control. The MDS Hosting General Terms and Conditions are the controlling document for all services offered by MDS including data backup. To the extent any inconsistency exists between any terms of MDS's Hosting General Terms and Conditions and this agreement terms under this section will control.

AGREED AND ACCEPTED BY CUSTOMER: (Signature is electronically accepted when ordering on line)