

Zerto Terms and Conditions

These terms and conditions apply to business clients only.

These product specific terms and conditions, along with the accompanying Master Service Agreement and Business Service Agreement, supplement and compose the entirety of the contract between the parties.

Zerto Terms and Conditions can be found at <http://www.zerto.com/zerto-terms-and-conditions-product/>.

DR POWERED BY ZERTO SERVICES

Provider is responsible for the Provider hardware operation and Provider operating system support. Any additional support during server recovery and operation that may be needed is billable by Provider at a rate of one hundred seventy-five dollars (\$175) per hour, unless otherwise noted. Administrative services are billed in fifteen (15) minute increments with no minimums.

Subject to the MSA, Client has sole and exclusive control and responsibility for the determination of what data is sent to Provider and remains on the Replication & DR powered by Zerto environment.

Exclusive of the fees set forth in this Proposal, Client shall provide and incur the costs associated for the source machine that is intended to be replicated in the event of a failover.

Client shall perform regular replication testing using the Replication & DR powered by Zerto service, communicate any errors promptly to Provider and also monitor replication results and work with Provider to resolve any noted errors.

Client shall be responsible for ensuring the communication services and equipment used to connect to the Replication & DR powered by Zerto services are reliable and agrees to provide a technical environment for the required access to and use of the Services, which environment meets the standard system requirements as determined by Provider from time to time.

Client shall designate an on-site coordinator to manage day-to-day support and interactions with Provider and be responsible for addressing training, implementation and support issues related to the Services. Client is also responsible for notifying Provider of any changes in authorized personnel who can request additions, removals or other Service activities and shall notify Provider of any changes in servers, tasks, retention schedules or technical environment so that the vaulted data may be adjusted.

If Client designates a consultant to coordinate Replication & DR powered by Zerto Services activities, Client shall be responsible for the actions or breaches of the consultant and shall notify Provider promptly of any change of consultants.

Provider shall provide Client the following support services ("Support Services") in connection with the Replication & DR powered by Zerto Service: Monday to Friday, from 8:00 a.m. to 6 p.m. CST: (i) problem reporting, tracing and monitoring by Internet electronic mail; (ii) telephone support for problem determination, verification, and resolution (or instruction as to work around, as applicable) on a call-back basis; (iii) commercially reasonable efforts to diagnose and resolve defects and errors in the Services; and (iv) upgrades to the Services as may be developed in Provider's sole discretion. Support services do not include the provision of or support for products other than the Services. Fees for additional services beyond basic service rates and installation charges are listed below in the Professional Services and Other Fees table.

Provider shall use reasonable commercial efforts to provide Client access to the Services. Client acknowledges and agrees that actual access to Client's data may be delayed if Client's technical environment does not comply with the minimum requirements specified in the installation notes for the Software provided to Client including, but not

limited to bandwidth availability, system I/O and processor speed. Provider shall have no obligation to provide any Services to Client if Client has: (i) deleted or modified the Software or the database tables or procedures created or maintained therein or (ii) failed to maintain the minimum technology standards required as noted in the installation notes of the Software.

Client shall be responsible for declaration of a disaster.

After the initial setup, Client shall be responsible for ensuring that continuity is maintained and for conducting all fail-over testing of Replication & DR powered by Zerto.

Provider makes no guarantees for the integrity or usability of replicated data when using Replication & DR powered by Zerto.

Provider disclaims all liability with respect to any data loss as a result of Client performing a failover test.

Client is not entitled to a credit for Provider's failure to meet any SLAs resulting from Client's failure to properly configure the Services. Replication & DR powered by Zerto is not a full disaster recovery solution; it is intended to be a component in a Client managed and executed disaster recovery and failover plan.

Client hereby acknowledges and agrees to Zerto's EULA located at <https://www.zerto.com/zerto-terms-and-conditions-product/>.