

SCHEDULE "A-4"

SERVICES LEVEL AGREEMENT (SLA) - BACKUP SERVICES

1.0 Service Availability, Integrity, and Restoral Levels

CDS guarantees the availability, integrity, and restoral of the Backup Services (the "Services") over the course of each month (excluding Service Interruptions or periods of Permitted Downtime). In the event that, as a direct result of CDS' actions or omissions, the Services do not meet such Guarantees, then the Customer shall be entitled to a credit based upon the monthly recurring charges received by CDS for the affected Customer server(s) as set forth below:

1.1 Backup Availability:

Each missed scheduled Backup session, which exceeds one (1) per month, will entitle the Customer to a credit of five (5%) per cent of monthly recurring charges credited against monthly recurring charges paid by the applicable server as set forth in Section 3 below. Another five (5%) per cent of the Backup service monthly recurring charges will be credited to the Customer for each additional missed scheduled Backup session. The maximum credit to the Customer will be one hundred (100%) per cent of the Backup service monthly recurring charges.

1.2 Restore Availability

Each occurrence of a restore initiation delay greater than one (1) hour will entitle the Customer to a credit of ten (10%) per cent of monthly recurring charges against monthly recurring charges paid by the applicable server as set forth in Section 3 below. Another ten (10%) per cent of Backup service monthly recurring charges will be credited to the Customer for each additional one (1) hour or more delay. The maximum credit to the Customer will be one hundred (100%) per cent of the Backup service monthly recurring charges.

1.3 Data Integrity

Each occurrence of a restore operation where the data set restored does not match the data loaded by CDS for backup, will entitle the customer to a credit from CDS of one hundred (100%) percent of the Backup service monthly recurring charges against monthly recurring charges paid by the applicable server as set forth in Section 3 below.

1.4 Restoral Speed

Each occurrence of a restore operation where data transmission does not begin immediately (within 60 seconds) of an electronic customer request, or where all available bandwidth is not utilized for the duration of the restore procedure, will entitle the customer to a credit from CDS of one hundred (100%) percent of the Backup service monthly recurring charges against monthly recurring charges paid by the applicable server as set forth in Section 3 below.

2.0 Measurement of Service Availability Levels

CDS shall monitor the Services seven (7) days per week, twenty (24) hours per day for proper operation and performance. The results shall be measured and reported on a monthly basis according to the schedule below, and shall make available reporting information according to a standard reporting format. Reporting and measurement periods shall be:

- From 12:01 A.M. 1st Day of Each Month
- To 11:59:59 P.M. Last Day of Each Month

3.0 Remedies

All Service credits are calculated on the basis of each Customer server. In the event that a Customer server is entitled to a Service credit pursuant to Section 1 above, such credit shall be based upon the most recent monthly recurring charges received by CDS for the month in which the applicable Service Guarantee was not met, and shall be calculated as set forth below. Such Service credit shall be provided to the Customer in the form of a credit towards future invoices to the affected Customer account. The cumulative aggregate maximum credit to which any Customer server may be entitled in any one (1) month period shall in no event exceed one (1) month's worth of recurring fees charged for the Services. The Customer must request service credits in writing within thirty (30) days of the last day of the calendar month in which the failure(s) occurred.

The monthly recurring charges exclude any professional services and setup fees that are not considered as monthly recurring charges.

3.1 Customer Termination

In the event that, in any contiguous thirty (30) day period, the Customer experiences Ten (10) or more Unscheduled Outages, or any single Unscheduled Outage for a period of twenty four (24) hours or more (excluding Service Interruption or Permitted Downtime), then the Customer may terminate this SLA and the Master Service Agreement for cause and without penalty by written notice within ten (10) business days following the end of such thirty (30) day period. Such termination will be effective thirty (30) days after receipt of written notice by CDS. Invoicing will remain in effect during the transition period with prorated monthly costs.

4.0 Exclusions

Compensation and service credits will not be applied under the following conditions:

- a) test and inquiry trouble tickets;
- b) unavailability where no trouble has been established;

- c) the failure of Customer's Equipment (including, but not limited to, routers and integrated modems) not supplied by CDS as part of the Services;
- d) unavailability during any period when the Customer has released service to CDS for the purpose of rearrangement of Equipment or for the implementation of a Service Order, or MACD Authorization;
- e) unavailability due to the negligence of the Customer or Customer's representative;
- f) unavailability due to Force Majeure;
- g) unavailability due to software and hardware defects of access devices and systems not under CDS' control.