

The terms contained in this Service Attachment apply to all Orders for the provision of Data Backup Services by LISS (sometimes referred to as “we,” “us” or “our”) to a Client (sometimes referred to as “you” or “your”). All Orders are subject also to the terms of the Master Services Agreement (“MSA”) between LISS Inc. and the Client. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the MSA.

1. SERVICE DESCRIPTION

LISS’ Data Backup Services are a solution that combines commercially-available data backup products and services provided by third-party suppliers (the “Backup Systems”) with technical support and other services provided by LISS (the “Backup System Support Services”).

1.1. Backup Systems

The Backup Systems consist of products and services such as backup appliances (high-capacity hard drives or similar devices that allow data to be backed up locally at Client’s site), cloud backup (transmission of data for storage on servers at a remote location), and virtualization (re-creation and continued operation of Client’s computing environment on a remote computer during a period when Client’s actual computing environment is unavailable). Links to detailed descriptions of the Backup Systems are listed on LISS’ third-party documentation web page located at www.liss.co/tpa.

A Service Contract does not necessarily include all of the types of Backup Systems described. The particular Backup Systems that will be made available to Client in each instance are identified in the applicable Order. Usage of the Backup Systems (and the Data Backup Services generally) is subject to the Usage Parameters set forth in the applicable Order.

All Backup Systems are provided as Third-Party Products and Services within the meaning of the MSA.

1.2. Backup System Support Services

LISS will provide the following Backup System Support Services:

- a) Obtaining licenses for Client’s use of the Backup Systems
- b) Set-up of the Backup Systems for Client’s use
- c) Monitoring to confirm that backups have taken place as scheduled
- d) Notification to Client of any instances in which backups have not taken place or been completed
- e) Support with respect to the use of the Backup Systems

1.3. Services Excluded

Services not specifically described in this Service Attachment are excluded from Service Contracts for Data Backup Services.

Without limiting the foregoing, the Backup System Support Services do not include support for matters that are related to the Backup Systems but go beyond assistance with the use of the Backup Systems themselves, such as the following:

- a) Identifying the files, directories, drives or other portions of Client’s data that will be backed up
- b) Adding or removing drives or other devices from Client’s network and/or the scope of the backup process
- c) Developing systems or procedures to ensure that files are saved to locations that will be backed up
- d) Issues that require login credentials and access to Client’s network in order to be addressed

Support for matters related to Client’s network or which otherwise go beyond assistance with the use of the Backup Systems themselves requires a separate Service Contract for Managed IT Support Services or will be billable as Supplemental Services or Project Services, as applicable.

2. FEES

2.1. Implementation Fee

Prior to the delivery of the Services, LISS may require the payment of a one-time setup fee in order to connect Client’s environment to the Backup Systems and deploy any software or hardware required in order to deliver the Data Backup Services. LISS will identify the setup fee in the applicable Order, and Client shall pay the setup fee in accordance with the payment terms set forth in the Order. LISS shall have no obligation to continue with the delivery of any Data Backup Services until it receives payment for the setup fee.

2.2. Service Fees

For the ongoing Data Backup Services, Client shall pay the Monthly Service Fees specified in the Order, which are inclusive of the cost of the Backup Systems and the fees for the Backup System Support Services to be provided by LISS. Monthly Services Fees are payable in advance (i.e. at the beginning of the monthly service period to which they apply).

Pricing is determined by the amount of data to be backed up, number of users, size of the backup appliance to be provided, retention times (periods of time for which data stored in the cloud will continue to be maintained) and/or other Usage Parameters set forth in

the Order. If Client's use of the Services in any way exceeds the Usage Parameters set forth in the applicable Order, then LISS shall be entitled to make an adjustment to the Monthly Service Fees to reflect such increased usage as set forth in Section 2.6.2 of the MSA. Client shall pay all Monthly Service Fees owed to LISS as they become due following any such adjustment.

2.3. Client Delay

If LISS is unable to commence delivery of the Data Backup Services on the start date set forth in the applicable Order or otherwise agreed upon by the parties because of any failure on your part, including but not limited to the failure to provide access to your resources in a timely manner, you nonetheless will begin to incur Monthly Service Fees, which you shall pay beginning on the agreed-upon start date.

3. SERVICE TERMS

3.1. System Requirements

The full and effective operation of the Data Backup Services depends on the following system requirements being met. Requirements that are not met may affect the operation of the backup process and the ability for LISS to resolve issues promptly.

- a) All backup appliances must be provided with suitable power surge protection and UPS (uninterruptable power supply battery backup).
- b) Room temperature must be maintained for backup appliances according to manufacturers' specifications.
- c) Client is responsible for providing and maintaining internet connectivity for Client's network, including bandwidth sufficient to facilitate transfer and off-site replication of the data to be backed up.
- d) Client is responsible for maintaining the operability of all hardware, software and other components of Client's network that are used in conjunction with the Backup Systems.

3.2. Client Requirements

Client agrees that:

- a) LISS will interact with the Client representative(s) ("Administrator(s)") that you appoint to operate and manage the use of the Backup Systems to back up your data.
- b) You are responsible for making all decisions with respect to your use of the Backup Systems, including without limitation backup settings (such as what data will be backed up and how often backups will occur), management of the backup processes, retention and deletion of data, and notifying LISS in writing of any changes in the identity or authority of the Administrator(s).
- c) You are responsible for notifying LISS of any changes in the location of the data that you wish to have backed up (for example, your replacement of a server and transfer of data to a new server, changes in volumes (drives), changes to your directory structure, etc.). Notice of any such changes must be provided to LISS' HelpDesk in writing.
- d) LISS may rely on the instructions and authorization of the Administrator(s) with respect to the use and support of the Backup Systems and access and control of your data.

3.3. Support

LISS will use commercially reasonable efforts to respond to requests for assistance with respect to the use of the Backup Systems within a time period commensurate with the severity or significance of the problem or question at issue.

All support requests must be instituted by contacting the HelpDesk in accordance with the procedures set forth in Section 1.4 of the MSA.

3.4. Delays Not Attributable to LISS

Client acknowledges that operation of the Backup Systems and the time required to resolve problems may be affected by reasons beyond LISS's control, including without limitation the following:

- a) Defects and malfunctions of backup appliances;
- b) Client changes to backup appliances;
- c) Reprioritization of support requests by Client;
- d) Problems resulting from actions or inactions of Client contrary to LISS's reasonable recommendations;
- e) Loss of power or Internet connectivity; or
- f) Client's non-compliance with the requirements set forth in Sections 3.1 and 3.2.

LISS shall not have any liability for Backup System unavailability or delays resulting from causes beyond its control

3.5. Updates & Testing

You agree that we may, and you hereby authorize us, from time to time, to interact remotely with any local backup appliance or other deployed product in order to test, troubleshoot, or update such product. During maintenance windows the product may not be accessible; we will make reasonable efforts to notify you of such maintenance windows.

4. TERMINATION

4.1. Effect of Termination

Upon the termination for any reason of a Service Contract for Data Backup Services the provisions of Section 4.5 of the MSA, including without limitation the provisions of Section 4.5.3 (pursuant to which LISS shall have the right to delete Client Data following the effective date of the termination of a Service Contract), shall apply.

5. LIMITATIONS & RESTRICTIONS

5.1. Disaster Recovery

LISS does not provide support for disaster recovery under this Agreement, except that LISS will provide the Client or its consultant with access to the Backup Services and information or answers to questions concerning the Backup Services. If Client wishes to have LISS oversee or perform disaster recovery operations, then such services will be performed as billable Project Services.

5.2. Third Party License Terms

As indicated above, the Backup Systems involve third-party technology, the use of which is subject to such third parties' terms. You hereby accept and agree to such third-party terms, which may be on LISS' third-party documentation web page located at www.liss.co/tpa.

5.3. Confidentiality & Data Security

For confidentiality and security reasons, data transmitted is neither opened nor read as a part of any of the backup processes. Therefore, unless otherwise agreed by the parties, Client must ensure that data integrity, including virus checking, is maintained with respect to Client's own data (i.e. files are backed up in the same condition as they are found on Client's computer system).

IMPORTANT: Upon installation of or access to the Backup Systems, Client must select the desired encryption level and encryption keys. LISS will deliver the keys to Client and will endeavor to maintain up-to-date records concerning Client's keys, however Client acknowledges that Client bears responsibility for the safekeeping of the encryption keys and that loss of the encryption keys by Client may delay or prevent recovery of Client's backup data.

5.4. Security

No password-protected system of data storage and retrieval can be made entirely impenetrable and you acknowledge and agree that despite the reasonable measures employed, the Services are not guaranteed against all security threats or other vulnerabilities.

You acknowledge and agree that the Administrator(s) you authorize to manage use of the Backup Systems with your data will have access to and control of your data. You and/or your Administrator(s) are responsible, and in no event will LISS be responsible, for any physical, administrative, or technical controls related to the security of those aspects of the Backup Systems not under the exclusive control of LISS and/or the supplier of the Backup Systems, including but not limited to the security of your sites and systems, the issuance of access credentials, local backup appliance access, and LAN or internet connectivity. You and/or your Administrator(s) are responsible for the proper configuration and maintenance of security measures and for determining the security measures appropriate for your data, including local encryption of sensitive data.

6. WARRANTY & LIMITATION OF LIABILITY

6.1. Warranty

LISS warrants that the Backup System Support Services will be performed in a professional and workmanlike manner and in accordance with the terms of the Service Contract between the parties.

The Backup Systems constitute Third-Party Products and Services and as set forth in Section 10.1 of the MSA LISS does not independently warrant Third-Party Products and Services; however LISS will, as set forth in Section 6.2 of the MSA, assist the Client in obtaining the benefit of any warranties and remedies that might be available from the third-party supplier.

THE PROVISIONS OF THIS SECTION 6.1 ARE SUBJECT TO ALL OF THE LIMITATIONS, DISCLAIMERS AND OTHER RESTRICTIONS CONTAINED IN THE MSA, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTIONS 10.2 AND 10.3 OF THE MSA.

6.2. Limitation of Liability

EXCEPT AS OTHERWISE SPECIFICALLY AGREED IN WRITING, LISS'S LIABILITY IN CONNECTION WITH ANY CLAIM RELATED TO A SERVICE CONTRACT FOR DATA BACKUP SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY CLAIM RELATED TO THE LOSS OR UNAVAILABILITY OF DATA, AND REGARDLESS OF WHETHER ALLEGED TO ARISE FROM THE BACKUP SYSTEMS, THE BACKUP SYSTEM SUPPORT SERVICES AND/OR ANY OTHER ASPECT OF THE DATA BACKUP SERVICES, SHALL BE LIMITED

TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE GREATER OF (1) \$5,000, OR (2) THE FEES ACTUALLY PAID BY CLIENT TO LISS IN CONNECTION WITH THE SERVICE CONTRACT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM.

6.3. Disclaimer

WHILE THE DATA BACKUP SERVICES ARE DESIGNED TO IMPROVE THE PROBABILITY OF THE PROTECTION AND RECOVERY OF INFORMATION COMPARED TO THE CURRENT METHODS EMPLOYED BY CLIENT, LISS MAKES NO CLAIMS OR WARRANTIES THAT DATA BACKUPS AND DATA, SERVER, DESKTOP OR OTHER RECOVERIES USING THE SERVICES WILL BE ERROR FREE OR THAT ALL RECOVERIES CAN BE PERFORMED WITHIN A CERTAIN TIME FRAME.

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