

The terms contained in this Service Attachment apply to all Orders for the provision of Private Cloud Hosting 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 respective meanings set forth in the MSA.

1. SERVICE DESCRIPTION

1.1. Private Cloud Hosting Services

The Private Cloud Hosting Services to be provided by LISS consist of Infrastructure-as-a-Service (“IaaS”). IaaS includes the provision of a CPU, RAM and storage that the Client may access remotely and use as a private virtual server. The Services include maintenance of the underlying hardware and environment (as more particularly described in Section 1.2); but do not include server management, monitoring, administration or back up unless contracted for separately (see Section 1.3).

LISS will arrange for Internet service (“Hosting Bandwidth”) between the Client’s network and the data center or other location where the virtual server is hosted as a part of the Services. Hosting Bandwidth is provided via either a shared connection (“Universal Transfer”) or a dedicated connection (“IP Services”). Universal Transfer is billed for on the basis of usage (e.g. per megabyte/gigabyte of data transferred) and IP Services are billed for on the basis of a fixed monthly fee (subject in each case to such other or additional billing terms as may be set forth in the applicable Order). If the basis for the provision of Hosting Bandwidth is not specified in an Order, then Client is subject to the Universal Transfer billing and service model.

LISS hereby grants you the right to access and use the Private Cloud Hosting Services specified in the Order during the term, and for the fees, set forth in the Order. Such access and usage shall be subject to the Usage Parameters and/or other terms set forth in the Order. The Services may be hosted on servers operated by one or more third parties.

1.2. Scope of Support

The Private Cloud Hosting Services include support in the form of initial set-up of each virtual server and ongoing support with respect to the hardware (i.e. the physical server upon which the virtual server is hosted) and the hypervisor (i.e. the software running on the physical server that emulates the functionality of a separate server and is used to create the virtual server). Ongoing support with respect to the hardware and the hypervisor will be provided upon Client’s submission to LISS of a support request in accordance with Section 3.3.

1.3. Services Excluded

Services not specifically described in this Service Attachment are excluded from Service Contracts for Private Cloud Hosting Services. The types of services that are excluded include, but are not limited to, the types of services described in this Section 1.3.

1.3.1. Managed IT Support Services

The Private Cloud Hosting Services do not include:

- a) support for the operating system, business applications and/or other software that is installed on a virtual server by the Client;
- b) management, monitoring or administration of a virtual server once it has been put into use by the Client; or
- c) support for other computers or components of Client’s network or with respect to matters which otherwise go beyond assistance with the hardware and hypervisor themselves.

LISS shall be obligated to provide services of these types only pursuant to a separate written agreement, which, if other than a formal Service Contract for Managed IT Support Services, shall, except as otherwise specifically stated, be deemed to incorporate all of the terms and conditions set forth in LISS’ Service Attachment for Managed IT Support

1.3.2. Data Backup Services

The Private Cloud Hosting Services do not include offsite backups, backups of active databases such as MS-SQL, or any other backing up of data, software or other information of any type that might have been stored, installed or otherwise transmitted to a virtual server by the Client. LISS shall be obligated to provide backup services only pursuant to a separate written agreement, which, if other than a formal Service Contract for Data Backup Services, shall, except as otherwise specifically stated, be deemed to incorporate all of the terms and conditions set forth in LISS’ Service Attachment for Data Backup Services.

2. FEES

2.1. Implementation Fee

Prior to the delivery of the Services, LISS may require the payment of a one-time fee in order to deploy and configure the Private Cloud Hosting Services. LISS will identify any such fee in the applicable Order, and Client shall pay the fee in accordance with the payment terms set forth in the Order. LISS shall have no obligation to continue with the delivery of the Private Cloud Hosting Services until it receives payment of such fee.

2.2. Service Fees

For the ongoing Private Cloud Hosting Services, Client agrees to pay all monthly service charges, Hosting Bandwidth and/or other usage-based charges, and other charges and fees (collectively, “Monthly Service Fees”) agreed to in each Order. Monthly Service Fees are payable in advance (i.e. at the beginning of the monthly service period to which they apply), except that Client will be invoiced in arrears for Hosting Bandwidth and/or other usage-based charges, unless otherwise indicated in the Order.

2.3. Client Delay

If LISS is unable to commence delivery of the Private Cloud Hosting 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

Use of the Private Cloud Hosting Services requires Internet connectivity..

3.2. Client Requirements

Client agrees that:

- a) Unless otherwise agreed in accordance with Section 1.3.1, Client is responsible for licensing, installing and obtaining support for the software that Client wishes to use on the virtual servers that are provided in connection with the Private Cloud Hosting Services and for managing, monitoring and administering the use and operation of such servers.
- b) Unless otherwise agreed in accordance with Section 1.3.2, Client is responsible for backing up the data, software and/or other information that is stored, installed or otherwise transmitted to the virtual servers.
- c) Client is responsible for implementing such security measures, including without limitation the encryption of data and the issuance and oversight of passwords or other access credentials, as might be determined by Client to be necessary or desirable in connection with Client’s use of the virtual servers.

3.3. Support

LISS will use commercially reasonable efforts to respond to requests for assistance with respect to the use of the Private Cloud Hosting Services 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 11 of the MSA.

3.4. Service Level Objectives

LISS will use commercially reasonable efforts to ensure that the Data Center Network will be available 99.5% of the time, subject to allowances for circumstances beyond LISS’ control and required network maintenance as set forth below. “Data Center Network” means the hardware, hypervisors and other aspects of the environment at the data center or other facility at which the Services are physically hosted, from the border with the Internet inward. In the event of “Service Downtime,” which means unavailability of the Services due to a problem with the Data Center Network, LISS will provide Client with a Service Level Credit as set forth in the following Section 3.5. To be eligible for a Service Level Credit in connection with a Service Downtime Event, Client must open a ticket with LISS’ HelpDesk.

3.5. Service Level Credits

If Service Downtime Events are properly reported to LISS’ HelpDesk, you will be entitled to a Service Level Credit in an amount equal to 5% of the Monthly Service Fees for the Private Cloud Hosting Services for each full 60 minute increment of Service Downtime in excess of 0.5%, which will be applied to your next monthly invoice. The maximum Service Level Credit that will be granted with respect to a monthly billing period is 100% of the Monthly Service Fees for that billing period.

Apart from the right to terminate a Service Contract that is provided for in Section 4.2, such Service Level Credit shall be Client’s sole remedy for any failure by LISS to meet the Service Level objectives set forth in Section 3.4.

3.6. Exceptions

Client will not be entitled to a Service Level Credit for Service Downtime due to power failure, Internet failure, Force Majeure, failure of Client’s network, systems or equipment, changes made by Client to the Services, Client’s refusal to cooperate, or any other event beyond the reasonable control of LISS.

3.7. Planned Maintenance

Without limiting the generality of Section 12.3 of the MSA, Service Level Credits shall not be payable in connection with commercially reasonable repairs, upgrades or modifications to the Data Center Network that are scheduled in advance

3.8. Emergency Maintenance

If necessary to avoid imminent harm, prevent further or repeated interruptions of the Services or in other emergency circumstances, LISS may interrupt the Services on such limited notice, including no notice, as is reasonably feasible under the circumstances and such an interruption shall not give rise to an entitlement to a Service Level Credit

4. TERM & TERMINATION

4.1. Term

A Service Contract for Private Cloud Hosting Services shall have such term as is specified in the applicable Order (the "Initial Term"). If a term is not specified in the Order, then the Initial Term of a Service Contract for Private Cloud Hosting Services shall be twelve (12) months. The Initial Term shall commence on the date on which LISS begins providing Services, unless such date is a day other than the first day of a calendar month, in which case: (a) the Initial Term shall commence on the first day of the first full calendar month following the date on which LISS began providing the Services and (b) the Client shall pay to LISS in addition to the Monthly Service Fee for the first month of the Initial Term a pro rata Monthly Service Fee on account of the partial month during which Services were provided prior to the commencement of the Initial Term. The commencement date of the Initial Term shall be set forth in LISS' first invoice for Monthly Service Fees.

4.2. Early Termination by Client for Failure to Meet Service Levels

Client may terminate a Service Contract prior to its scheduled expiration date if there are four (4) Service Downtime Events (as defined in Section 3.4 and subject to the exceptions in Sections 3.6 through 3.8) during a monthly billing period. In order to exercise such right to terminate, Client must provide LISS with written notice of its intention to terminate within ten (10) business days after the end of such monthly billing period, in which case the Service Contract shall be deemed to have been terminated as of the end of such monthly period.

4.3. Early Termination by Client Without Cause

If Client has satisfied all of its obligations under a Service Contract, then Client may terminate the Service Contract without cause upon giving at least sixty (60) days' advance written notice of the intended termination date, which shall be the last day of a monthly billing cycle, provided that: (a) you pay us a termination fee equal to one hundred percent (100%) of the recurring Monthly Service Fees remaining to be paid from the effective termination date through the end of the Initial Term or then-current renewal term, based on the prices then in effect; and (b) no such notice of termination may be given prior to the expiration of the first ninety (90) days of the Initial Term of the Service Contract. Termination Fees shall be billed to Client's credit card, or become immediately due, when Client notifies LISS of the termination of the Services. The parties agree that these early termination fees are a reasonable estimate of anticipated actual damages and not a penalty.

4.4. Effect of Termination

Upon the termination for any reason of a Service Contract for Private Cloud Hosting Services the provisions of Section 7 of the MSA, including without limitation the provisions of Section 7.3 (pursuant to which LISS shall have the right to delete Client Data thirty (30) days after the termination of a Service Contract), shall apply. The Client Data that will be deleted includes all data, software and other information of any type that might have been stored, installed or otherwise transmitted to a virtual server by the Client.

5. LIMITATIONS & RESTRICTIONS

5.1. Data Center Acceptable Use Policy

If the Private Cloud Hosting Services are provided by means of servers located at a third-party data center, then any Acceptable Use Policy or similar rules governing the use of such data center of which Client is advised by LISS shall be deemed to be an AUP within the meaning of Section 6 of the MSA and Client shall comply with the terms of such AUP as a condition of its continued use of the Services.

6. WARRANTY

We warrant that the Private Cloud Hosting Services (other than any components which are Third-Party Products or Services) shall conform to the description and specifications set forth in the applicable Order or elsewhere in the Service Contract. With respect to any claimed defects with respect to the Data Center Network, Client's sole remedies shall consist of the Service Level Credits provided for in Section 3.5 and the right to terminate the Service Contract provided for in Section 4.2. Hosting Bandwidth (i.e. Internet service between Client's network and the data center or other location at which the Services are hosted) is provided as a Third-Party Product or Service.

THE FOREGOING WARRANTY IS SUBJECT TO ALL OF THE LIMITATIONS, DISCLAIMERS AND OTHER RESTRICTIONS CONTAINED IN THE MSA, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTIONS 19.2 AND 19.3 OF THE MSA.

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