

## CareFree Cloud Server and Data Backup & Disaster Recovery Statement of Work

This Cloud Server and Data Backup & Disaster Recovery Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between Framework IT, LLC (“Company”, “FWC”, “us” or “our”) and the client whose name and authorized signatory appear in the signature block of this SOW (“Client”, “you” or “your”), below. Capitalized terms in this SOW shall have the same meaning as those in the Agreement, unless otherwise indicated below.

- 1. Commencement Date.** The services indicated below (collectively, “Services”) will commence on the date on which the first successful back up is taken. (“Commencement Date”). The Services will continue to be provided until the term of this SOW expires, unless sooner terminated pursuant to the Agreement or as expressly indicated herein.
  
- 2. Services.** Subject to the terms described in this SOW and the attached Schedule A, FWC shall provide the following services (“Services”) for Client during the term of this SOW:
  - Off-Site Cloud Storage In a Tier 3 Data Center
  - On-Site Backups to a local device for Rapid On-Site Recovery
  - NAS Device Included in Install
  - Incremental Snapshots
  - Application and Operating System Imaging
  - Daily Backup Job Automated Integrity Checks (See Schedule A)
    - Integrity checks verify backup job completion, not the integrity of any given piece of data.
  - Live Help Desk 8 am – 5 pm CST (See Schedule A)
  - 24x7x365 Backup Monitoring
  
- 3. Exclusions.** The following services are expressly excluded under this SOW:
  - Guaranteed Server Recovery Time to a Cloud DR Server (4 Hours) includes only the time till a virtual image of the server is created in the cloud. This guaranteed recovery time does not mean that FWC warrants that any client network changes to accommodate the change to the cloud server will be performed within this guaranteed timeframe. Any network configuration changes will be performed on an hourly basis according to FWC’s Rate Tables.
  - This disaster recovery plan provides the actual backup of the system and does not cover the labor required to restore a client’s network and servers in the event of a disaster. Recovery services will be performed at FWC’s Time and Materials rates.

#### **4. Assumptions / Minimum Requirements**

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- Adequate internet bandwidth relative to the size and frequency of backups.
- 1 GB Ethernet Switching.

**5. Authorized Contact(s)**

In addition to the signatories to this SOW, the following person(s) shall be an Authorized Contact for Client:

- Name: \_\_\_\_\_  
Contact Information: \_\_\_\_\_
- Name: \_\_\_\_\_  
Contact Information: \_\_\_\_\_

**6. Fees.** Fees vary per client. Client agrees to pay Fees that are dictated by the quote you authorized for these services. Any Services not covered by this SOW shall be subject to FWC's standard Rate Tables.

CLIENT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE PRICING SCHEDULE AND FURTHERMORE AGREES THAT FWC MAY INVOICE ACCORDING TO THE PRICING SCHEDULE ABOVE SHOULD THE CLIENT'S STORAGE, MEMORY, OR SERVER REQUIREMENTS CHANGE.

**7. Term.**

The Services will continue for the term you authorized in the quote for these services. After the expiration of the initial term, this SOW will automatically renew for contiguous one (1) year terms unless one party notifies the other of its intention to terminate this SOW at the end of the then-current term.

<b>Framework IT, LLC</b>	<b>Client:</b> _____
Date:	Date:
Signature:	Signature:
Print Name / Position:	Print Name/Position:

## **SCHEDULE A**

### **Help Desk**

Help desk support is provided between the hours of 8 AM and 5 PM CST, Monday through Friday, and is unavailable (except for emergency services, as described below) on weekends, non-business hours and Company-recognized holidays. Help desk support is provided via email, the customer portal and ticketing system, or telephone; any recovery services will be subject to additional charges at FWC's hourly rates.

Help desk support is provided on a first-come, first-serve basis with prioritized accommodations for urgent or critical-type issues as determined by Company.

### **Backup (BDR) Services and Cloud Server Services**

Company's backup and disaster recovery ("BDR") solution uses industry-recognized products and software to help ensure the security and integrity of Client's data. However, Client understands and agrees that all data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and Trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither Company nor its designated affiliates will be responsible for the outcome or results of such activities. Data recovery time will depend on the speed and reliability of Client's Internet connection.

BDR services require a reliable, always-connected Internet solution with adequate bandwidth for the size and frequency of the client's backups. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which Company shall be held harmless. Client is strongly advised to use data verification functionality (if available) to ensure the integrity of Client's stored data. Client is further advised to take all verification errors seriously, and agrees to contact Company immediately if verification errors are repetitive and/or cannot be remedied.

Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. As such, Client understands and agrees that any data sent to or stored by Company may become corrupted or lost due to communication or hardware-related failures. Company cannot and does not warrant that such data corruption or loss will be avoided, and Client agrees that the Company shall be held harmless if such data corruption or loss occurs. Client is strongly advised to keep a backup of all of stored data to mitigate against the unintentional loss of data.

Unless otherwise expressly stated in this SOW, BDR services do not permit archiving or retrieval of prior document or file versions; only the latest version of a stored document or file is recoverable.

### **Grant of License**

Client hereby grants to FWC a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to use, reproduce, store, process, retrieve, transmit, distribute, and publish, any content uploaded by Client, and to make archival or backup copies of such content as FWC deems necessary in order to fulfill its duties and obligations under this SOW.

## **Uptime**

FWC guarantees that its network and infrastructure will be available at all times, excluding FWC-scheduled maintenance periods. FWC's "network" is defined as the data network from the virtual server to the outer most port of the FWC-owned routing infrastructure. FWC "infrastructure" is defined as the computers, storage, switching, and routing equipment owned and maintained by FWC and used to provide data backup services. In the unlikely event that a FWC virtual server or infrastructure component should fail, FWC guarantees restoration and/or repair within one (1) business day following the business day on which FWC is alerted to the issue either by email or telephone to FWC by Client. If specific SLA guarantees are not subscribed to by Client and, instead, Client utilizes Local-only or Backup-only, FWC shall use its best efforts to restore non-SLA servers once SLA-guaranteed components are restored.

## **Client Restrictions**

Client agrees not to use the Services to:

- Upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Administer IRC;
- Impersonate any person or entity;
- "Stalk" or otherwise harass another person;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- Upload, post, email, transmit or otherwise make available any Content that Client does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes;"
- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without

limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

- Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or
- Collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.

#### **Data Integrity Check / Verification**

Data backup job integrity checks are performed daily. Integrity checks are solely limited to ensuring that the backup job was completed and does not provide any warranty as far as the integrity of the underlying data. Client understands and agrees that data which is backed up between the above-described interval checks may suffer from integrity, hardware or communication-related issues, resulting in data loss that would not be detected until the subsequent data integrity check occurs. FWC shall be held harmless for any data loss that occurs or remains unchecked or undetected between data check occurrences. FWC does not warrant or guarantee that a data integrity check will detect every potential error that may impact Client's data.