Service Level Agreement

Modified On: January 09, 2012

Service Level

Pro Softnet Corporation ("we", "us" or "our"") agrees to provide the Customer ("you", "your" or "customer") online backup services (the "Service") for your computer and any subsequent computers that you may opt for backup as described in this Service Level Agreement (the "SLA" or "Service Level Agreement"). For purposes of this Agreement "Data" shall be deemed to include any information transmitted from your computer using the Service.

Data Protection

Backup configurations can be set to run periodically, typically on a daily scheduled basis through our software agent ("Agent"). When a backup configuration is running, only changes to files and databases you have selected for backup on the computer are captured by our Agent and immediately queued for transmission to our servers. It is critical that the computer(s) from which you choose to opt for a backup job has a stable Internet connection to facilitate the necessary data transfer for successful backups. You are expected to review the log content of every backup

execution to make sure that the backups have taken place successfully. The Agent provides various means for communication of the backup status including desktop notification, email notification with various information level options.

Historical Data Protection

After the initial backup of a computer has been completed, subsequent backups of the same data (files/backup jobs) on such computers would be versioned up to a maximum of 10 historical versions. This means that the first backup performed is a complete full backup and the subsequent backup of the file(s)/backup sets would be incremental and versioned thereby facilitating retrieval of previous versions of the file(s)/backup sets.

For IBackup accounts created prior to 10th August 2011:
After the initial backup of a computer is completed, your data on the computer is archived to another storage device at least once a day, using 'Snapshots' technology. Currently, the number of such Snapshots is fixed at 10. In other words, a user will be able to access and restore from any of the previous 10 daily Snapshots. The Snapshot count may change without notice.

Internet-Based Restore

Restore time over the network is limited by your connection bandwidth speed and quality and may reach speeds of approximately 1.5 Mbps. At speeds faster than 1.5 Mbps, other factors may limit network restore times. Network performance, data compressibility and end user systems may affect restore times.

The Service

When used in accordance with the usage requirements and guidelines specified in the product documentation, the Service provides online backup protection for the operating systems listed in the documentation. The Service is able to protect your Data subject to limitations outlined in the product documentation.

To use the Service, you should download and install the designated Agent from our website to each computer you wish to backup your Data. Once configured and launched, the Agent replicates and synchronizes the selected Data in its entirety (the "Initial Backup") to one of our offsite data storage backup servers. After the initial backup, only changes to files and databases selected for backup on the computer are sent to the backup servers.

You manage the Service through a client interface within the Agent that is personalized with your custom content. This is the only interface provided with the Service. You can optionally provide a user-defined private encryption key during your first (i) install of the Agent or (ii) access through our website, which you would be expected to archive in a safe place. You will not be able to retrieve your computer data correctly without keying in this encryption passphrase on a new computer when you run a retrieval operation. You are advised to store and make copies of this encryption passphrase as the Service assumes no liability for the loss of your user-defined encryption passphrase leading to non-retrieval of your computer data by the Agent.

From time-to-time this Service Level Agreement may change. A modification may include, but is not limited to, changes in system requirements, restrictions, limitations or bandwidth requirements. You may be notified via electronic mail and/or through a website posting. You are responsible for ensuring that your system conforms to any updated restrictions, limitations or requirements.

In the event that your use of the Service is adversely affecting the operation of the Service, your Service may be terminated by us without liability to Pro

Softnet, its suppliers or other end users. If your use of the Service is adversely affecting the effectiveness of the Service for other end users, or to preserve system integrity or prevent network abuse, a notice shall be provided to you via e-mail promptly following such emergency termination. You are responsible for updating us as to any changes to your email and contact information to facilitate communication of these notices by updating your profile information via the web interface.

We provide assurance that our Services will be accessible at least 99.9% of the time at its data center via one of the designated access methods, which may include the product Agent and/or the Service's web interface. This does not provide assurance on the actual backup and restore execution since it is dependent on various factors that include network connectivity of your computer and the route from your computer to our Servers on which we have little control. In the event the service is not available at the data center for times that exceed the limits mentioned above when computed on a yearly basis from a point in time, the liability would be limited to the user's prorated charges for the outage time.