

Sherpa Link, LLC

Service Agreement

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1. Service agreement Context

1.1. Statement of Intent

The purpose of this Service Agreement is to formalize an arrangement between Sherpa Link, LLC ("Sherpa Link") and the customer ("Customer"), for the provision of services by Sherpa Link to the customer, thereby ensuring a safe, robust and high quality of service is maintained throughout the service period. The objectives of this agreement are detailed in Section 1.2 of this agreement.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2. Objective

1. To create an environment which is conducive to a co-operative relationship between Sherpa Link and the customer to ensure a safe, robust and high quality service is delivered and maintained throughout the entire service period
2. To document the responsibilities of all parties taking part in the Agreement
3. To define the commencement of the agreement, its initial term and the provision for reviews
4. To provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels
5. To provide for all parties to the Service Agreement a single, easily referenced document which caters for all objectives as listed above

2. The Services

This section describes in details the services that are to be delivered to the customer by Sherpa Link.

2.1. Sherpa Link Backup

1. The provision of remote backup center

The core part of the service is the provision of a remote backup center to where the customer can backup their data. This remote backup center will be located inside a secure data center where all standard data center facilities, including redundancy and backup power supply, 24-hour professional monitoring & surveillance and controlled access to the premises, are provided. Sherpa Link will setup a primary backup server inside the backup center to provide online backup services to the customer. The primary backup server will use a Redundant Array of Independent Disks (RAID) system to introduce redundancy to the data storage system. To provide an extra level of protection, the customer's backup data stored on the primary backup server will be replicated to another independent secondary backup server (also utilizing RAID). In the event when the primary backup server goes down or becomes unavailable for whatever reasons, there is always a secondary backup server available to pick up the primary server's role. Customer's backup data are still inside the remote backup center.

2. Backup data to the remote backup center

To backup data stored inside a computer to the remote backup center mentioned above, the backup software, Sherpa Link Online Backup Manager (hereinafter, Sherpa Link OBM), must be installed to the computer. The customer will install Sherpa Link OBM onto all computers that contain data to be backed up and the customer will setup Sherpa Link OBM to backup the required data to the remote backup center. The customer will choose a password that will be used to access Sherpa Link OBM and also to encrypt all data before being sent to the remote backup center. The customer is responsible for remembering this password. The encryption

password is required to restore data. The encryption password applies to the data that is backed up at that given time; if the customer changes the password then multiple password(s) may be required to restore data. The customer can change the data retention policy to dictate how long to keep files that have been changed, deleted, or removed. The default retention policy is seven (7) days. The customer can use the scheduling feature of Sherpa Link OBM to schedule backups to run unattended. After Sherpa Link OBM has been setup correctly, Sherpa Link OBM will backup Customer's data to the remote backup center automatically.

3. Backup Activities Reporting

For each completed backup job, the backup server will send a backup report, with a detailed listing of all files that have been backed up within the backup job, to the customer's designated point of contact by email. This report will show all unexpected errors encountered during the backup operation. If any error has happened to the backup operation, the customer will be notified of this problem in a timely manner and will be able to correct the problem in due course. Also, if a scheduled backup job has not been run as scheduled at the scheduled time, a missed backup report will be sent to the customer's designated point of contact by email to report this problem. The customer is responsible for its own network functionality and internet connection. The computer(s) that run Sherpa Link OBM must be on (not in standby) and connected to the internet in order for a backup to take place. The backup services are not intended to be a comprehensive disaster recovery solution. Except as set forth in this SLA, Sherpa Link makes no claims regarding the availability or performance of the backup services.

4. Software Upgrades

Software upgrades fix problems and provide enhancements to the backup services. When a software upgrade becomes available, the customer will be notified by email or via the support web site. The notice includes a description of the upgrade and procedures on how to install the upgrade. The customer should read all upgrade notices and decide if the upgrade is appropriate.

5. Backup Seeds

A backup seed is used to manually transfer large amounts of data from the customer's computer(s) to the remote data center. At Sherpa Link's discretion, a seed backup may be requested in which the customer must perform a seed backup to an external hard drive. Once completed, the external hard drive is sent to the remote data center where the data is then copied to the backup server. Subsequent backups will be performed quickly and efficiently, only backing up data that has changed since the last backup.

2.2. Hosted Microsoft Exchange Services

1. Provision of Microsoft Exchange Server

The core part of the service is to provide access to Sherpa Link's Microsoft Exchange Servers. Sherpa Link provides access to the Microsoft Exchange Services via Outlook (Outlook Anywhere) and Outlook Web Access (OWA). In addition Sherpa Link may also provide Exchange Services to mobile devices via Microsoft ActiveSync or Blackberry Server. The Exchange servers are housed in a state-of-the-art Tier 4, SAS 70 Type II Data Center where expert technicians are on-hand 24 hours per day, 365 days per year to address any issues that may arise.

2. Outlook 2007

All customers are entitled to a free copy of Outlook 2007. The customer must request this from Sherpa Link.

3. Connection to Exchange Services

The Customer must have the appropriate software to connect to the Exchange Server. This can be done through a web browser using Outlook Web Access (OWA); through Outlook 2007 using Outlook Anywhere; through Microsoft ActiveSync on a mobile device; or through a Blackberry mobile device using Blackberry Server. The Customer must first sign up for an account or accounts through Sherpa Link. Once the customer is signed up, then they must go through the necessary configuration steps to set up any or all of these

services. Extra steps can be taken to import data (mail, contacts, calendar, tasks) from a previous service. Setup fees may apply.

2.3. Hosted Terminal Services (Remote Desktop connection)

The core part of the service is the provision of a hosted terminal service to where the customer can connect to a specified server and use remote desktop connection to run specified applications with their data. The terminal services will be located inside a secure data center where all standard data center facilities, including redundancy and backup power supply, 24-hour professional monitoring & surveillance and controlled access to the premises, are provided. Sherpa Link will setup a terminal server network inside the data center to provide access to services to the Subscriber.

1. Security

Sherpa Link will provide a secure method for accessing data to the user via a VPN client and Microsoft Remote Desktop Client. The connection into the data center will be over a VPN, short for virtual private network, a network that is constructed by using public wires to connect nodes. This will provide access for transporting data from workstation to server. The customer will use Microsoft's Remote Desktop client to manage the remote session on top of the VPN.

2.4. Domain Name Registration and Domain Name Service

1. The provision of Domain Name Registration

The core part of the service is the registration of domain names. In addition Sherpa Link may also provide Domain Name Service (DNS) services, hosting DNS and making changes to DNS as requested by the customer.

2. Domain Name Registration

The customer must first request a domain name. After verifying the availability of the domain name(s) and receiving payment or agreement to payment terms, Sherpa Link will register the domain names for the customer and charge the customer accordingly. The customer will be notified by email of the new domain name registration and also of the methods to access and change the DNS server. At that time the customer can request DNS changes.

3. WHOIS Privacy

WHOIS refers to the method of checking information of registered domain names. By default Sherpa Link registers all domain names with WHOIS privacy, meaning that the customer's information is not available to the public. The Customer must contact Sherpa Link if they would like to share the WHOIS information.

4. The domain registration is bound by the following policies:

- WHOIS Privacy Master Contract: Exhibit A:
 - <http://opensrs.com/resources/contracts/exhibita.htm>
- ICANN Policy:
 - <http://www.icann.org/dndr/udrp/policy.htm>

2.5. Contacting Technical Support

Sherpa Link will issue the customer a dedicated telephone number to call and support email address when assistance is required. Sherpa Link will make sure that a technical support representative will be available during support hours to take the customer's call or to respond to voice messages. Support hours are Mon-Fri 09:00 am – 5:30 pm.

Support phone number: 970-453-7687

Support email address: support@sherpalink.com

In addition, the Subscriber will provide a single point of contact that is authorized on the account.

2.6. Security

Sherpa Link will provide a secure method for backing up data to the remote data center. Sherpa Link OBS encrypts all data that is sent to the remote data center. The data can only be recovered with the appropriate encryption password. It is up to Sherpa Link whether to share this password with the customer. Sherpa Link never views the contents of files, unless working directly with the customer.

3. Service Standard

This section describes the standard of the services that are to be delivered to the customer by Sherpa Link.

3.1. Availability of the Services

The minimum acceptable level of uptime ratio for the services for any particular month shall be 95% as determined by the following formula:

$$\text{Uptime Ratio} = (\text{Total Time} - \text{Lost Time}) / \text{Total Time} \times 100\%$$

where

Total Time = total number of hours within a month

Lost Time = total number of hours any service is unavailable for services within a month

If the uptime falls below 95%, for each cumulative hour of unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account shall be credited on a pro rata basis charges for one day of the monthly fee for the service.

3.2. Scheduled maintenance

Scheduled maintenance shall mean any maintenance performed on the services provided. Customer will be notified 7 days in advance. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by email. Unavailability caused by scheduled maintenance does not count towards the "Lost Time" variable in the minimum acceptable uptime ratio formula above.

3.3. Acceptable resolution time guideline

Table 3.3.1 shows the guideline for problem resolution time for problems at different priority levels and a simple definition of different priority levels. When a problem arises, Sherpa Link is expected to resolve the problem within the guideline stated below.

Table 3.3.1 – Problem resolution time guideline

Priority Level	Descriptions	Resolution Time
1	Total Disruption to the Service	Within 24 hours
2	Major Inconvenience	1 - 7 days
3	Minor Inconvenience	1 - 4 weeks
4	Enhancement Request	Not applicable

3.4. Guaranteed response time

Sherpa Link shall assign a dedicated person to handle the customer's call at any given time. The customer can simply call the assigned telephone number to contact a technical support representative during support hours.

3.5. Escalation of problems

If there is any urgent problem that needs to be brought to the attention to the management of both Sherpa Link and the customer after support hours, Table 3.1.1 at the end of this document shall be used to contact the personnel in charge of the services.

Both Sherpa Link and the customer are responsible to keep the contact information above up-to-date with the other party.

3.6. Exceptions

Sherpa Link shall not be responsible for:

- circumstances beyond Sherpa Link's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service agreement;
- failure of access circuits to Sherpa Link's Network, unless such failure is caused solely by Sherpa Link;
- failure of Customer's Internet access service;
- general third party failure;
- failure of Customer's equipment used in connection with the services;
- scheduled and emergency maintenance;
- Domain Name System (DNS) issues outside the direct control of Sherpa Link;
- any other acts or omissions of Customer or others authorized by Customer, including without limitation, any negligence, willful misconduct, or use of Sherpa Link's network or services in breach of Sherpa Link's Terms.

4. Changes to Services Level Agreement

This section describes how changes to this Service agreement shall take place.

4.1. Procedure for changes

The amendment of the agreement would take place through an addendum to this agreement and the recording of that addendum in an Appendix of this agreement. There will be an opportunity on a quarterly basis to make adjustments to this Service agreement. Sherpa Link and the customer should work together to make changes at that time.

4.2. Changes by mutual agreement

Any amendment to the Terms and Conditions of this agreement would require the approval of Sherpa Link and the customer.

4.3. Termination

The customer may terminate this agreement without penalty if Sherpa Link repeatedly violates the terms of this agreement. In such an

event the customer shall give Sherpa Link 30 days written notice of intent to terminate.

5. General Terms and Conditions

5.1. Services Period

This agreement is in effect upon the date of acceptance of this agreement and ends on the date exactly one / two / three year(s) after the date of acceptance. Approximately two months prior to the end of the service period, both parties will review this agreement and assess its success. Any necessary changes will be made to subsequent agreements as needed.

5.2. Costs and Charges

The customer must complete and sign this agreement as well as any order forms. Costs and charges, as well as payment terms and conditions are detailed in the order forms.

5.3. Liability

Sherpa Link shall under no circumstances be liable to the customer for any loss (whether direct or indirect) of revenue, loss of profits or any consequential loss whatsoever under this agreement.

5.4. Entire Agreement

This Agreement is intended as the complete statement of the terms of the agreement between the Company and the Service Sherpa Link relating to subject matter hereof. This agreement supersedes all previous proposals, oral and written, and all negotiations, conversations or discussions heretofore had between the parties relating to this Agreement.

6. Software Terms of Use

In addition to the above agreement, Customer agrees to the following Terms of Use by installing and/or using Sherpa Link services or software.

1. All softwares provided by Sherpa Link is on an "as is" basis with no warranties of any kind and Sherpa Link will not be liable for any damages of any kind arising from the use. Sherpa Link further disclaims all warranties, express and implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.
2. Sherpa Link grants you a non-exclusive, non-transferable, royalty-free, limited license to use the binary form of the software provided by Sherpa Link for personal use only. Redistribution of programs owned by Sherpa Link, unless explicitly granted by Sherpa Link, is strictly prohibited.
3. All content included on this site, including text, graphics, logos, button icons, images and software, is the property of Sherpa Link or its content suppliers and is protected by international copyright laws. All program used on this site is the property of Sherpa Link or its software suppliers and protected by international copyright laws. Any attempt of reverse engineering, disassembly, or decompilation of programs, unless it is explicitly permitted, is prohibited by law.
4. Sherpa Link may send notices to you via either email or regular mail. Sherpa Link may also provide notices of changes to the terms or other matters by displaying notices or links to notices to you generally on the services provided by Sherpa Link.

5. While it is not Sherpa Link's intent to monitor your online communications, Sherpa Link reserves the right to edit or remove content that we become aware of and determine to be harmful or offensive to the general public. Termination or suspension of your account may be resulted as a consequence to the violation of this rule.

6. The integrity of this system relies on proper use of email as message passing media. The use of the email system, directly or indirectly as a spamming tool, or other than it is intended, is prohibited.

7. Sherpa Link reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services (or any part thereof) with or without notice.

8. You are expected not to use the services provided by Sherpa Link for any unlawful activities not otherwise covered above, including but not limited to, attempting to compromise the security of any networked account, a site or a country. Appropriate legal procedures will be pursued when Sherpa Link is aware of any of these activities

9. Sherpa Link shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, loss of data, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if Sherpa Link or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

10. Users are the ones who have the knowledge of their encrypting keys and passwords. They have the sole responsibility to make sure their encrypting keys and passwords are kept in a safe and secure place. Sherpa Link shall not be liable for any damages (including damages for not able to restore data or the disclosure of confidential information) resulting from loss/corruption/compromise of such keys or passwords.