



PAETEC

Data Backup and Recovery Standard Terms and Conditions

In addition to the standard terms and conditions contained in the Service Agreement between PAETEC and Customer (the “Agreement”), of which this Schedule is a part of, the Customer agrees that the following terms and conditions apply with respect to the Data Backup and Recovery Service provided to Customer by PAETEC. In the event of any inconsistency between this Schedule and the Agreement, this Schedule shall control.

In this Schedule, all capitalized terms that are not defined herein shall have the meaning given to such terms in the Agreement, the PAETEC Standard Terms and Conditions, the AUP and any other document referenced in the Agreement, in effect as of the date of the Agreement and posted on PAETEC’s Website.

1. Description

PAETEC works to ensure the successful and timely back up and restoration of all Customer data that it provides Backup and Recovery services for.

Successful Backup or Notification - PAETEC will notify customers of any critical failed Backup operation as agreed upon at the time of install. Customer is solely responsible for insuring PAETEC has the proper, up to date, contact information.

Time to Initiation of Restoration – Customer has full control to initiate a full or partial restore. PAETEC will initiate Customer data restoration efforts within 30 minutes of the Customer’s request.

The Customer is responsible for integrity of Data targeted for back up by PAETEC. PAETEC backs up data “as is, where is” and will restore data in the same format in which it is back up. (Example: corrupted data will get backed up and restored in the same state. Incremental daily back ups are done to allow customers to restore data to a “good” state, but assume that customer’s data was in a “good” state when backed up.)

PAETEC agrees that it will make commercially reasonable efforts to meet the minimum service levels and targets set out in this Data Backup and Recovery Service Schedule throughout the Term of the Agreement.

2. Data Back and Recovery Service Fees

Monthly Recurring Data Storage Fees. The Data Backup and Recovery Service is billed on a monthly basis at a per Gigabyte rate specified on the Service Agreement. Fees are calculated after Customer’s data has been compressed at the end each month during the Term.

Non Recurring Fees.

The following Non-recurring Fees may also be assessed to the customer, with configuration and specific pricing as defined on the Service Agreement.

Software Agents: Software required to enable a server to utilize the Data Backup & Recovery service.

Open File Plug in: Software allowing backup and recovery of files in an Open State for a particular application. Open file plug in licenses can only be reused for the application for which they were purchased.

Mobile Data Vault: Shipment of a backup device for initial bulk datavault seed or for bulk restoration of the customer's vault

Data Backup On-line Installation Fee to initiate the Data Backup & Recovery service

Custom Installations. Other professional services charges which may be assessed.

3. Minimum Service Levels

The minimum service levels for the Data Backup and Recovery Service are as follows:

(a) Data Recovery. PAETEC will provide 100% recovery guarantee of Successfully Backed Up Data.

(b) Data Restoration Initiation for Online data: Customers will be able to restore online data through the PAETEC client software running on their server. An online data restore will begin within 30 minutes from the point that the online data is requested.

4. Service Level Definitions

(a) Successfully Backed Up Data. PAETEC can only provide a 100% data recovery guarantee on data that has been backed up between the Customer's server and the Data Center without error corruption. Upon each backup operation our backup software will set a flag that clearly indicates that a successful backup has occurred. Data backup success will also be reported on a daily basis. In the event of a backup failure the customer may schedule or contact PAETEC to arrange for a subsequent backup.

(b) Data Restoration Initiation. In most cases a Customer will be able to restore files without PAETEC assistance. Where necessary, the Measured Time to Begin Data Restoration starts upon notification of a Data Restoration by the Customer to the PAETEC Network Operation Centre by telephone in accordance with paragraph five of this SLA and the release of the affected Service by the Customer to PAETEC for executing a data restore. The Measured Time to Restore ends when the data restoration is initiated. PAETEC will notify the Customer by telephone and the Customer will confirm that data restoration has been initiated. Data restoration will begin only when a customer environment is properly functioning and ready to receive data.

(c) Measured Unavailable Time for Service. Data Backup and Recovery Service is deemed to be unavailable to the Customer when the Data Backup and Recovery Service is fully interrupted, such that the Data Backup and Recovery Service cannot be accessed or used by the Customer (an "Outage"), but excluding any such circumstances arising as the result of any event contemplated in Section 13 of the PAETEC Standard Terms and Conditions. The measured unavailable time starts upon notification of an Outage by the Customer to the PAETEC Network Operation Centre by telephone in accordance with paragraph five of this Schedule and the release of the affected Service by the Customer to PAETEC for testing and repair. The measured unavailable time ends when the affected Service is restored. PAETEC will notify the Customer by telephone and the Customer will confirm that the affected Service has been restored. Additional time taken by the Customer to perform confirmation testing is not included in the measured unavailable time if the Service is in fact restored. The Customer acknowledges that although PAETEC does monitor use of the Data Backup and Recovery that the Customer is responsible to notify PAETEC of any Outages or other Service issues.

(d) Data Retention Time (DRT). PAETEC follows a prescribed schedule for backups. Data will be retained over a 28 day cycle with full backups occurring weekly and differential backups running on a daily basis. Customer data will therefore age and new data will overwrite data that is more than 28 days old.

(e) Recovery Point Objective (RPO). Data backup occurs at a fixed point in time according to a schedule agreed upon between PAETEC and Customer. Any data that exists between backups is vulnerable. The length of time between backups is the Recovery Point Objective. This is the point back in time to which a Customer's data must be recovered. This would typically be a maximum of 24 hours since backups take place daily. If a more frequent backup schedule is required it must be pre-arranged with the PAETEC account and the Agreement will be amended accordingly.

(f) Recovery Time Objective (RTO). This is the maximum elapsed time required to complete the recovery of customer's data. RTO is a function of the size of the data delivery circuit and the total amount data to be recovered. In most cases where the total data recovered is less than 1 terabyte this could be 6, 12 or 24 hours if the Customer environment is properly functioning and ready to receive data. RTO objectives should be discussed with a PAETEC account executive. An RTO measurement will begin only when a customer environment is properly functioning and ready to receive data.

5. Credits for Failure to Meet Service Levels

If PAETEC fails to meet the minimum service levels outlined below for the Data Backup and Recovery Service the Customer shall be entitled to the following credits:

On-Net Services Only	Time Period	Credit
Failure to Meet Data Recovery Minimum	In 1 month	50% credit of previous month MRC
Failure to Meet Measured Time to Begin Data Restoration Initiation	In 1 month	1 day credit for each occurrence
Measured Unavailable Time for Service	24 hours (1 backup)	1 day credit
	Each additional 24 hours	1 day credit

In order to receive the foregoing credit, the Customer must notify, in accordance with the PAETEC Service Level Agreement, PAETEC of its claim for a credit within thirty (30) days of the above mentioned service levels for which a credit is claimed.

6. Service Call Procedure

The Customer shall contact the PAETEC Customer Care Center ("CCC") to report all Service problems.

Before calling, the Customer must have the following information:

- (i) Customer Number
- (ii) The server affected
- (iii) A description of the problems encountered

During the Service Call, PAETEC will open a ticket indicating the exact time the Service Call was received, the name of the person placing the call, and the details of the Service Call, including the servers affected. A reference number (ticket) will be supplied to the Customer during the call. If a reference number cannot be supplied during the call, one will be supplied as soon as practical.

7. Service Level Exemptions

Degradation in the performance of the Services and unavailable time shall not be included for the purposes of determining whether the Services meet the minimum service requirements, or for calculating measured unavailable time if such degradation or unavailable time arises from: (i) Scheduled Maintenance or other service interruptions agreed to by the Customer for the purpose of allowing PAETEC to upgrade, change,

implement an order, maintain, or repair the Services or related facilities; (ii) directly or indirectly as the result of the acts or omissions of the Customer, any person for whom the Customer is legally responsible, or any person using the Services; (iii) failure of equipment or systems not within PAETEC's Network Backbone, or of equipment or systems not provided, or under the control or direction of PAETEC including equipment or systems PAETEC may obtain or contract for at the request of the Customer; (iv) any failure by the Customer to afford access to any location for which the Customer is responsible, or to any facilities of PAETEC for the purpose of investigating and correcting a degradation in the Services or an Outage; and (v) any event contemplated in Section 13 of the Standard Terms.

8. Scheduled and Unscheduled Maintenance

Scheduled Maintenance means any maintenance activities performed at the PAETEC point of presence (POP) to which Customer's facilities are connected provided that Customer shall be given at least 15 business days' advance notice of such maintenance activities. Such activities are typically performed during the standard maintenance window on Sundays 00:01 and 6:00 am local time. Notice of scheduled maintenance shall be given to Customer's designated

Change Management ("CM") Single Point of Contact ("SPOC") on the Customer Support Contact Form and any amendments thereto, by a method elected by PAETEC (telephone, e-mail, fax or pager). The Customer may change its CM SPOC upon reasonable advance written notice to PAETEC.

Unscheduled maintenance means any maintenance activities performed at the PAETEC point of presence (POP) to which Customer's facilities are connected as a result of a Threat or an Emergency. A Threat is defined as a situation or condition that would not normally cause an outage to a customer but introduces a very low risk to services or may lead to a brief service interruption of less than 100 milliseconds. Examples include optical cable splicing, contractor working near PAETEC fiber cables and digging within three meters of a PAETEC fiber cable. In the case of a Threat PAETEC will strive to provide customers with three business days' advance notice. In the event of an Emergency (defined as unplanned critical repairs, acts of vandalism and/or nature that has caused or could cause a degradation or interruption of service) PAETEC will make best efforts to provide customers with notice and an estimated time to repair.

9. Application of Credits

Credits shall be applied in respect of the next billing period and shall be based on the monthly rates in effect at that time. Calculation of all credits shall be based on the call log and other records maintained by PAETEC. In no event shall any credit be awarded in excess of the monthly rates for the affected Data Backup and Recovery Service in effect at the time the credit is applied. If credits remain payable following the termination of the Agreement, the Customer shall be entitled to receive a rebate equal to the amount of such credits.

10. Cancellation of Services

Notwithstanding anything to the contrary in the Agreement, the Customer may elect by providing notice in writing to PAETEC to terminate the provision of the Services without liability for early termination (other than on account of charges incurred prior to cancellation) at any time, if: (i) 2 or more unsuccessful full backups resulting from an outage of the Data Backup and Recovery service occurs in any single calendar month and are left un-remedied; or (ii) an Outage occurs as the result of any event contemplated in Section 13 of the PAETEC Standard Terms and Conditions and PAETEC does not correct such Outage or failure within 30 days of such occurrence.