



Cloud Services Addendum

1. INTRODUCTION

1.1 This Addendum for Cyber City Cloud Services ("Cloud Services Addendum") between Cyber City, Inc. a New York corporation, having an address at 224 West 30th Street, Suite 1100, New York, NY 10001 ("Cyber City"); and your organization ("Customer"), effective on the date set forth in the referencing Schedule specifies terms and conditions which apply to Cyber City Cloud Services.

1.2 This Cloud Services Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between Cyber City and Customer. Any capitalized terms used in this Cloud Services Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

2. DEFINITION

2.1 "Cloud Backup" is the service required to back up Cloud Storage. The quantity of Cloud Backup is calculated in Gigabytes.

2.2 "Cloud Managed Backup" is the service used to back up Customer Data located on Customer's premises and backed up by Cyber City to Cyber City's servers. The quantity of Cloud Managed Backup is calculated in Gigabytes.

2.3 "Cloud Managed Backup Lite" is the service used to back up Customer's Managed Local Backup data to Customer storage device(s) located in Cyber City's Primary Data Center.

2.4 "Cloud Storage" is defined as the amount of digital information used for Customer Data and Cloud Services. Cloud Storage is calculated in Gigabytes.

2.5 "Data Center" means the Cyber City operated location used for hosting Cloud Services.

2.6 "Primary Data Center" – New York, NY

2.7 "Private Cloud" is defined as the collection of cloud servers and services that constitute Customer's cloud environment as described in the referencing Schedule.

3. CLOUD SERVICES

3.1 Cyber City will provide Customer with Services as described in this Service Order and referencing Schedule.

3.1.1 Cloud Services are hosted solely from Primary Data Center.

3.1.2 Cyber City will provide software licensing for applications and operating systems as follows: Microsoft Windows, Microsoft Server, Adobe Acrobat Reader, CutePDF, Explorer, Internet Explorer, IRFanView, Mozilla Firefox, Snipping Tool, and other applications included with Microsoft Windows. Optional applications such as Microsoft Office incur additional fees and are specified on the referencing Schedule. Customer must provide licensing for all additional applications not provided by Cyber City as part of this Service.

3.1.3 Cyber City will perform all Cloud Services administration, system maintenance, updates and upgrades. Upgrades will be performed at Cyber City's discretion.

3.1.3.1 Cyber City will provide Customer with advanced notice of scheduled maintenance and upgrades.

3.2 Mail Services

3.3 Cloud Mailbox requires Cloud Storage and is not limited by capacity but storage volume may be limited by Microsoft Exchange usage guidelines.

3.3.1 Maximum number of allowable mail recipients per email is fifty (50).

3.3.2 Maximum email size for incoming and outgoing email is 30MB per email.

3.3.3 Mail Filtering includes a maximum of ten (10) aliases per account.

3.4 Backup

3.4.1 Cloud Backup, Cloud Managed Backup, and Cloud Managed Backup Lite are described by the Configuration(s) listed in the Customer Portal. Cyber City is not responsible for backing up any data outside the data specified in the listed Configurations.

3.4.2 Restores: Cyber City will restore Customer Data. Customer Data will be restored over the internet. At Cyber City's discretion, Customer Data may be restored via external hard drive(s) for an additional charge as specified in section 4 of the MSA.

3.5 Support

3.5.1 No support is provided under the terms of this Addendum. All support is provided for under the terms of the accompanying Managed Services Addendum.

3.6 Retrieval of Customer Data from Cyber City System

3.6.1 Customer may retrieve Customer Data from Cyber City System at any time prior to Termination. Cyber City is not obligated to export or deliver Customer Data to Customer on either transportable media or other mechanism. Assistance required by Cyber City for such transport of data is outside the scope of this Agreement and may be charged at the Hourly Rate.

4. SERVICE LEVEL

4.1 Cyber City's Availability Service Level is 99.99% for Cloud Services. "Cloud Services" means the provision by Cyber City to Customer of access to Customer's website and desktop from remote locations (each such instance of access a "Virtual Desktop Session"). Cloud Services shall be considered unavailable if the Customer's virtual desktop and/or Cloud Mailbox set forth in this Service Order cannot be accessed system wide by Customer and its employees and users due to factors within Cyber City's reasonable control. If Customer experiences any system wide interrupted access to the Cloud Services set forth in this Service Order but testing performed by Cyber City from outside of Cyber City System or network indicates that Customer's virtual desktop and/or Cloud Mailbox is accessible outside of Customer Systems or networks, then such interrupted access shall be deemed outside of Cyber City's responsibility and beyond Cyber City's reasonable control and shall not be included in the calculation of the Availability Service Level. Interruption to Cloud Services which is not system wide (including, but not limited to, interruption to a single user's Virtual Desktop Session or a failure to print from a single computer) shall not be considered an unavailability event. Interruption to Cloud Services caused by scheduled maintenance or repairs shall be considered an Excused Outage and shall not be included in the calculation of the Availability Service Level, provided Cyber City has given Customer prior notice of any such scheduled interruption. In the event the Cloud Services set forth in this Service Order become unavailable for reasons other than an Excused Outage, Customer shall be entitled to a service credit against the Fees, if any, associated with the affected Service for the particular month in which the unavailability event occurs, up to a monthly maximum credit of 100% of the Fees for such month. Service credits, in each case, are based on the cumulative unavailability of the affected Cloud Services in a given calendar month, as set forth in the following table:

Cumulative Unavailability (in hrs:mins:secs)
00:00:01 – 00:05:00 - No Credit
00:05:01– 01:00:00 - 5% Service Level Credit
01:00:01– 04:00:00 - 10% Service Level Credit
04:00:01 – 08:00:00 - 15% Service Level Credit
08:00:01 –16:00:00- 20% Service Level Credit
16:00:01 – 24:00:00 - 40% Service Level Credit
24:00:01 – 48:00:00 - 50% Service Level Credit
48:00:01 or greater - 100% Service Level Credit

5. SYSTEM REQUIREMENTS

5.1 Customer must meet the following system requirements for the listed services.

5.2 Cloud Enterprise and Cloud Hosted Services

5.2.1 Primary Internet Bandwidth

5.2.1.1 1-10 users - 10\1 Mbps

5.2.1.2 10-20 users - 5\5 Mbps

5.2.1.3 20 - 50 users - 10\10 Mbps

5.2.2 Recommended Redundant Internet Bandwidth

5.2.2.1 1-10 users - 10\1 Mbps

5.2.2.2 10-20 users - 5\5 Mbps

- 5.2.2.3 20 - 50 users - 10\10 Mbps
- 5.2.3 Customer must use Cyber City approved firewall device.
- 5.3 Cloud Mailbox and Cloud Email Security Services
 - 5.3.1 Registered domain name and access to manage DNS
 - 5.3.2 Active BlackBerry Enterprise Data Plan required for each Blackberry Enterprise Account
- 5.4 Cloud Managed Backup and Cloud Managed Backup Lite
 - 5.4.1 Broadband Internet Connection with minimum 5Mbps upload speed.
 - 5.4.2 Windows Server 2008 R2, Windows Server 2012, Windows 7 or higher.
 - 5.4.3 Cloud Managed Backup Lite additionally requires the Managed Local Backup service and a Cyber City qualified, Customer purchased, fully functional storage device.

6. CHARGES

6.1 In consideration of Cyber City's performance of Services pursuant to this Agreement, Customer shall pay Cyber City the monthly rate as defined in the referencing Schedule. Any changes to the Customer System may amount to an additional monthly fee. This amount is to be paid in monthly installments. The initial installment is payable upon the execution of this Agreement by both parties.