



THE ULTIMATE IN BACKUP & RECOVERY

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www.onesafeplace.com

### Cloud Backup - Quote & Agreement

City of Grand Island  
Roger Steele Mayor  
MayorSteele@grand-island.com

Please sign below that you agree and accept the pricing for the following Quote and also agree to the [OSP Terms of Service](#).

60 Month Term with Net 30

DESCRIPTION	PRICE	QTY Annual	SUBTOTAL
Datto E36000 Local and Cloud System Unlimited Cloud Storage	\$25,948.00	5	\$129,740.00
5 Year Contract total Fee Total			\$129,740.00

#### AGREED TO AND ACCEPTED:

Roger Steele Mayor  
City of Grand Island

One Safe Place

Name Roger H. Steele

Name [Signature]

Date January 27, 2020

Date 1-27-20

Stacy Runkel  
Interim City Attorney  
1/27/2020



**TERMS OF SERVICES**

These Terms of Service ("TOS") are made and entered into by and between One Safe Place Media Corp. ("Provider" or "OSP") and the business entity agreeing to these terms ("Customer" or "Service are located at Terms of Service. OSP and Customer may each be referred to as Party and collectively as Parties.

This Agreement is effective as of the date Customer clicks to accept the Agreement (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have bind Customer or you personally to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement. If you do not have the legal Customer, please do not click to accept. This Agreement governs Customer's access to and use of the Provider's Services, and in the event there is any conflict between the TOS and any Purch and Services, then the terms of the TOS prevail.

**1. Provision of the Services.**

1.1 Services Use. Subject to this Agreement, during the Term, Customer may: (a) use the Services, (b) integrate the Services into any Application and provide the Services, solely as integrated End Users, and (c) use any Software provided by Provider as part of the Services. But Customer may not sublicense or transfer these rights except as permitted under the Assignment section o OSP will provide Services under this ToS, Customer must agree to a Purchase Order which specific the price, volume, and related timing.

**1.1.1 Hybrid BackUp & Recovery.**

1.1.1.1 Cloud. At Customer's sole discretion Customer shall schedule Data Backup to the Provider's Cloud, and Customer has the obligation to verify that each Data Backup successfully compl basis OSP may rent customers a Local Device for Customer Data Backup and related third party software so that Customer may manage Data Backup to the Local Device. Customer agrees to for performing and testing restores of Data Backup to the Provider's Cloud.

1.1.1.2 Local Device. In the event that Provider delivers a Local Device for Customer Data Backup then at Customer's sole discretion Customer shall schedule Data Backup to the Local Device, obligation to verify that each Data Backup successfully completed. On a monthly basis OSP may rent Customer a Local Device for Customer Data Backup and related third party software so the manage Data Backup to the Local Device. Customer agrees to be solely responsible for performing and testing restores of Data Backup to the Local Device. All deliveries from Customer to Prov ("Free On Board") Destination and Customer assumes all liability while in transit to Provider's offices, and all deliveries from Provider to Customer shall be FOB Origin and Customer assumes al to Customer's offices. Upon termination of Services under this TOS the Customer shall return the Local Device within 10 business days, or pay OSP the current price of the Local Device.

1.1.1.3 Data Retention Schedules. The Hybrid BackUp & Recovery Service Plan options are:

- 1. **1-Year Cloud Retention-** The 1-Year Cloud Retention (also known as 1 Year Time Based Retention) plan is not limited to a pre-defined amount of Datto Cloud storage. Rather, incremen maintained for one year on a rolling basis, with the oldest incremental backups deleted first after one year. Automatic consolidation of incremental backup recovery points is applied on a below.
- 2. **Infinite Cloud Retention-** The Infinite Cloud Retention service plan uses a set retention schedule for the storage of cloud data. The plan is not limited to a pre-defined amount of Datto C incremental backups are retained for an indefinite period of time for as long as the Infinite Cloud Retention Service Plan Service Subscription for the Product is current. Automatic consoli backup recovery points is applied on a rolling basis as shown below.

1.1.1.4 Pruning of Incremental Backups: With respect to Infinite Cloud Retention, 1-Year Cloud Retention, or any previously offered multi-year time-based Service Plan, we use the following sch incremental backups, stored in the Datto Cloud. For Products under a previously offered multi-year time-based Service Plan, monthly backups are deleted oldest first after the retention period se years).

PRUNING OF INCREMENTAL OFFSITE BACKUPS	TAKES PLACE AFTER
Intra-dalies	7 Days
Dalies	2 Weeks
Weeklies	45 Days
Monthlies	Depends upon service plan

Note: We reserve the right to limit Hybrid Backup & Recovery Cloud usage under all Service Plans if we determine there is activity or usage in a manner that: (i) adversely impacts OSP, (ii) resu bandwidth or storage usage; or (iii) harms, disrupts, or otherwise diminishes the OSP brand, services, network, or any computer system.

**1.1.2 Cloud Server BackUp.**

1.1.2.1 At Customer's sole discretion Customer shall schedule Data Backup to the Provider's Cloud, and Customer has the obligation to verify that each Data Backup is successfully completed. OSP may rent Customer a Local Device for Customer Data Backup and related third party software so that the Customer may manage Data Backup to the Local Device. Customer agrees to be performing and testing restores of Data Backup to the Provider's Cloud.

1.1.2.2 Customer shall responsible for encryption of all Data, and solely responsible to maintain and protect encryption keys.

1.1.3. **Stratus Endpoint Cloud BackUp.** Based on an agreed policy Customer shall provide OSP a schedule of devices, and Customer shall provide OSP access to Customer's Mobile Devices tablets, smartphones, and desktop personal computers to permit backup access to OSP's Cloud Servers and encryption based on the specific levels requested by Customer. Authorized Custorr make written request to access to backup data from and to remotely wipe Mobile Devices based on the appropriate fee schedule. Customer may choose a global deduplication option based on such services.

**1.1.4 Managed Backup and Recovery**

1.1.4.1 On a monthly basis OSP will rent Customer a Local Device for Customer Data Backup and related third party software so that Customer may manage Data Backup to the Local Device. t Services under this TOS the Customer shall return the Local Device within 10 business days, or pay OSP the current price of the Local Device.

1.1.4.2 OSP will conduct a daily review of all Customer Data Backup, and in the event that OSP identifies an issue with a daily Customer Data Backup, then OSP shall review the Local Device, : Data and initiate steps to remediate each issue. In the event that OSP identifies a problem its remediation efforts, OSP will further escalate to resolve the issue as expeditiously as is reasonable

1.1.4.3 Customer shall be responsible to promptly notify OSP immediately of all circumstances that occur in the Customer's Data Backup environment that may impact backup and recovery of C including, without limitation, adding servers, removing servers, internal connectivity, and the like.

1.1.4.4 OSP passes through to Customer all third party warranties and indemnities for software used in conjunction with the Local Devices

1.1.4.5 The manufacturer of the Local Device warranty does not cover Local Devices that have defects or failures resulting from 1) accident, neglect or abuse; 2) improper installation or maintenance modifications, repairs, improvements, or any other changes to any software or hardware component of the Local Devices that have not been authorized in writing by OSP.

1.1.4.6 THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY WILL BE TO REPAIR, REPLACE, OR ISSUE A CREDIT FOR A DEFECTIVE LOCAL DEVICE AT OSP'S (WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY OSP AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMP OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT APPLICABLE LAW.

1.15 Offsite Tape Vaulting. OSP agrees to provide to Customer storage of Customer's magnetically recorded computer tapes, cartridges, diskettes, disk packs, microfiche, and computer film (collectively called the "BackUp Tapes") within OSP's climate controlled premises. Also Provider may provide courier services to retrieve from and deliver to Customer the BackUp Tapes to be tracked all BackUp Tapes with a unique UPC ("Universal Product Code") Identifier. All deliveries from Customer to Provider shall be FOB Destination and Customer assumes all liability while in transit and all deliveries from Provider to Customer shall be FOB Origin and Customer assumes all liability while in transit to Customer's offices.

1.1.5.1 OSP will accept requests for deposits and withdrawals of BackUp Tapes for storage only from those individuals authorized by the Customer on a written form provided by the OSP. The Customer on a written form provided by OSP in the event that Customer desires to revoke the deposit or withdrawal authority of any officer or agent of Customer. OSP will have no liability to Customer as a result of any action of any agent prior to OSP's receipt of written notice of the revocation of such agent's authority. Customer will be the sole owner of all BackUp Tapes tendered for storage or illegal or dangerous materials.

1.1.5.2 Customer shall not have access to the BackUp Tapes while stored with OSP, and OSP will accept requests for deposits and withdrawals of BackUp Tapes for storage only from those individuals authorized by the Customer on a written form provided by the OSP. The Customer must provide notice in writing on a form provided by OSP in the event that Customer desires to revoke the deposit or withdrawal authority of any officer or agent of Customer. OSP will have no liability to Customer or anyone else as a result of any action of any agent prior to OSP's receipt of written notice of the revocation of such agent's authority. Customer will be the sole owner of all BackUp Tapes tendered for storage and will not tender any illegal or dangerous materials.

1.1.6 Video Tape & Film Archiving. OSP agrees to provide to Customer archiving and storing Customer's magnetically recorded Video Tape and Films within OSP's climate controlled premises. Also Provider may provide courier services to retrieve from, and deliver to, Customer the Video Tape and Films to be stored by OSP. OSP shall track all Video Tape and Films with a unique UPC identifier. All deliveries from Customer to Provider shall be FOB Destination and Customer assumes all liability while in transit to Provider's offices, and all deliveries from Provider to Customer shall be FOB Origin and Customer assumes all liability while in transit to Customer's offices.

1.1.7 Data Destruction. Based on an agreed Schedule of devices, OSP will destroy and provide written certification of the destruction of any magnetic devices including, without limitation, compact disc ("Solid State Disk"), Tape, CD, Cell Phone, or any media type.

1.1.8 Colocation Services. OSP shall provide the following:

1.1.8.1 Generator. OSP shall provide one (1) 100KV 480v Diesel Generator sized to support the entire space and associated systems or equipment at 100% of total load for 24 hours at full load 400kw must be available for the A/C systems. All engine fluids and fuels will be maintained at optimum operating levels including a 24-hour fuel supply.

1.1.8.2 Air Conditioning. The initial system should provide a minimum of 20 tons of cooling. Temperature within the Site shall be maintained at 67-75 degrees F. Relative Humidity within the Site 50% +/- 5%.

1.1.8.3 Fire Protection. FM-200 or Halon-1401 suppressant system

1.1.8.4 Raised Floor. Site to be built on a 6" raised floor capable of supporting a minimum of 200 pounds ("lbs") per square foot static load.

1.1.8.5 Security. Site will be physically secured and centrally monitored on a 7 X 24 X 365 basis. OSP will provide positive security systems using cameras and badge readers for the Premises to access and monitor the full facility and all personnel requiring access to the Customer Site including all critical supporting systems and equipment rooms. Identification, access approval and monitoring by electronic systems, will be provided by OSP or an appropriate contractor selected at OSP's sole discretion. A written list of approved personnel, requiring access to the Customer Site, will be timely updated as necessary by the Customer.

1.1.8.6 Connection. OSP will allow the Customer access to its carriers located in each of the Facilities. Any charges, including one-time installation and recurring power charges will be borne by Customers.

1.1.8.7 Water Detection. Under floor water detection, will be part of the facilities monitoring infrastructure provided by OSP.

1.1.8.8 Premises Maintenance. Preventive and emergency maintenance and repair on Premises HVAC, Generators, UPS, Batteries and Fire Suppression – on a daily/weekly/monthly/quarterly

1.1.8.9 Installation Charges. Customer shall pay to OSP, for connection of the Equipment to the distribution points of the UPS and to other electrical receptacles which may not originate at the Equipment points, and for all other services requested by Customer which OSP contracts to others, a fee equal to the time and materials of OSP contractors and subcontractors, plus 20%. Customer shall pay for days of invoicing by OSP.

1.1.8.10 Smart Hands. With the written agreement of OSP, on a fee basis Customer may specifically request that OSP provide OSP staff to perform functions within the Colocation, including, but not limited to, restarting Customer equipment, removal of backup tapes, loading new backup tapes, and report of observations of Customer equipment.

1.1.8.11 Other Available Services. Other services provided by OSP shall be available to Customer on a fee basis which shall be quoted separately upon receipt of written request from Customer subject to final mutual written approval. Such services include but are not limited to:

1. On-site management
2. Alternative lines
3. In-house technical support
4. Shared PBX
5. Project management support

1.1.9 Mobile Device Security and Backup. Based on an agreed policy Customer shall provide OSP a schedule of devices, and Customer shall provide OSP access to Customer's Mobile Devices (tablets, smartphones, and desktop personal computers) to permit backup access to OSP's Cloud Servers and encryption based on the specific levels requested by Customer. Authorized Customers shall make written request to access to backup data from and to remotely wipe Mobile Devices based on the appropriate fee schedule. Customer may choose a global deduplication option based on such services.

1.1.10 Hosted Syslog Backup. At Customer's sole discretion, based on the fee schedule provided to Customer, Customer shall configure devices to send syslog data to the Provider's hosted Syslog backup service. Customer has the obligation to verify that each device is configured correctly to communicate with the Provider's cloud infrastructure and is sending syslog data to Provider. Customer is solely responsible for testing recovery of syslog data sent to the Provider's cloud infrastructure.

1.1.10.1 Customer is solely responsible for monitoring data being logged and Provider has no responsibility to monitor logs for errors, security alerts, debug information, or any other events from under this service.

1.1.10.2 Customer agrees that the device count for the syslog service includes devices which may no longer be in service, if Customer wishes to maintain data that was logged prior to retiring it

1.1.10.3 For computer systems running native syslog services, no additional software is provided or necessary to provide the service

1.1.10.4 For computer systems running Microsoft Windows based operating systems, Provider will license (at no cost to Customer?) to Customer software capable of transmitting Microsoft Win Provider's cloud infrastructure.

1.2 **Console.** As part of receiving the Services of the Provider, Customer will have access to the Admin Console, through which Customer may administer the Services.

1.3 **Facilities and Data Transfer** All facilities used to store and process an Application and Customer Data will adhere to reasonable security standards no less protective than the security stan Provider processes and stores its own information of a similar type. Provider has implemented at least industry standard systems and procedures to ensure the security and confidentiality of an Customer Data, protect against anticipated threats or hazards to the security or integrity of an Application and Customer Data, and protect against unauthorized access to or use of an Applicatio Except as set forth in the Service Specific Terms, Provider may process and store an Application and Customer Data in the United States ("U.S.") or any other country in which Provider or its ag By using the Services, Customer consents to this processing and storage of an Application and Customer Data. Under this Agreement, Provider is merely a data processor.

1.4 **Accounts.** Customer must have an Account to use the Services, and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and for If Customer becomes aware of any unauthorized use of its password, its Account, Customer will notify Provider as promptly as possible.

1.5 **New Applications and Services.** Provider may: (i) make new applications, tools, features or functionality available from time to time through the Services and (ii) add new services to the "S time to time (by adding them at the URL set forth under that definition), the use of which may be contingent upon Customer's agreement to additional terms.

1.6 **Modifications.**

1. **To the Services.** Subject to Section 8.4, Provider may make commercially reasonable Updates to the Services from time to time. If Provider makes a material change to the Services, Pr Customer, provided that Customer has subscribed with Provider to be informed about such change.
2. **To the Agreement.** Provider may make changes to this Agreement, including pricing (and any linked documents) from time to time. Unless otherwise noted by Provider, material change become effective 30 days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately. If Customer does not agree to the revise stop using the Services. Provider will post any modification to this Agreement to its website.

2. **Payment Term**

2.1 **Service Fees.** Provider calculates and bill fees and charges monthly. Provider may bill you more frequently for fees accrued if Provider suspects that your account is fraudulent or at risk of i pay us the applicable fees and charges for use of the Service Offerings as described on the Provider Site using a credit card Provider supports. All amounts payable under this Agreement will be counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when Provider posts updated fees and charges on the Provider expressly states otherwise in a notice. Provider may increase or add new fees and charges for any existing Services by giving you at least 30 days' advance notice. Provider may charg rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

2.2 **Taxes.** All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information Provider reasonably req whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are resp with legally-sufficient tax exemption certificates for each taxing jurisdiction. Provider will apply the tax exemption certificates to charges under your account occurring after the date Provider rece certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that Provider receives, after any withholding, equals the amount Provider would have received if no deduction or withholding had been required. Additionally, you will provide Provider with documentation showing that the withh amounts have been paid to the relevant taxing authority.

2.3 **Invoice Disputes & Refunds.** To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within 60 days after charged (this does not affect any Custor card issuer). Refunds (if any) are at the discretion of Provider and will only be in the form of credit for the Services. Nothing in this Agreement obligates Provider to extend credit to any Party

2.4 **Delinquent Payments.** Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Provider reserves the right to suspend Customer's Acce

3. **Customer Obligations.**

3.1 **Compliance.** Customer is solely responsible for its Applications, Projects, and Customer Data and for making sure its Applications, Projects, and Customer Data comply with the AUP. Provic review the Application, Project, and Customer Data to ensure Customer's compliance with the AUP. Customer is responsible for ensuring all End Users comply with Customer's obligations unde Specific Terms, and the restrictions in Sections 3.3 and 3.5 below.

3.2 **Privacy.** Customer will protect the privacy and legal rights of its End Users under all applicable laws and regulations, which includes a legally adequate privacy notice communicated from C have the ability to access, monitor, use, or disclose Customer Data submitted by End Users through the Services. Customer will obtain and maintain any required consents from End Users to al monitoring, use and disclosure of Customer Data. Further, Customer will notify its End Users that any Customer Data provided as part of the Services will be made available to a third party (i.e. Provider providing the Services).

3.3 **Restrictions.** Customer will not, and will not allow third parties under its control to: (a) distribute bulk email, unsolicited commercial email, or any form of spam or phishing emails; (b) copy, r derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (subject to Section 3.4 below and except to t restriction is expressly prohibited by applicable law); (c) use the Services for High Risk Activities; (d) sublicense, resell, or distribute any or all of the Services separate from any integrated Applic Applications, Accounts, or Projects to simulate or act as a single Application, Account, or Project (respectively) or otherwise access the Services in a manner intended to avoid incurring Fees; (f) forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows End Users to place calls or to receive switched telephone network; or (g) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State. Unless otherwise s Provider, Provider does not intend uses of the Services to create obligations under HIPAA, and makes no representations that the Services satisfy HIPAA requirements. If Customer is (or becom Business Associate, as defined in HIPAA, Customer will encrypt all Customer Protected Health Information (as defined in HIPAA) in transit and at rest and Provider shall have no obligation to ve compliance with its of encryption of Customer's Protected Health Information.

3.4 **Third Party Components.** Third party components (which may include open source software) of the Services may be subject to separate license agreements. To the limited extent a third pr supersedes this Agreement, that third party license instead governs Customer's agreement with Provider for the specific included third party components of the Services, or use of the Services t

3.5 **Documentation** Provider may provide Documentation for Customer's use of the Services. The Documentation may specify restrictions (e.g. attribution or HTML restrictions) on how the App the Services may be used and Customer will comply with any such restrictions specified.

3.6 **Digital Millennium Copyright Act ("DMCA") Policy.** Provider provides information to help copyright holders manage their intellectual property online, but Provider cannot determine wheth used legally or not without their input. Provider responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process set out in the U.S. DM somebody is violating Customer's or its End Users' copyrights and wants to notify Provider, Customer can email Provider at [support@Onesafeplace.com](mailto:support@Onesafeplace.com) (mailto:support@Onesafeplace.com) ar information.

3.7 **Application and No Multiple Accounts, Bills.** Any Application must have material value independent from the Services. Provider has no obligation to provide multiple bills, or Accounts to C Agreement

#### 4. Suspension and Removals.

4.1 **Suspension/Removals.** If Customer becomes aware that any Application, Project (including an End User's use of a Project), or Customer Data violates the AUP, Customer will immediately or Project (if applicable), remove the applicable Customer Data or suspend access to an End User (as may be applicable). If Customer fails to suspend or remove as noted in the prior sentence specifically request that Customer do so. If Customer fails to comply with Provider's request to do so within 24 hours, then Provider may suspend Provider accounts of the applicable End Users, Application, and/or disable the Account (as may be applicable) until such violation is corrected.

4.2 **Emergency Security Issues.** Despite the foregoing, if there is an Emergency Security issue, then Provider may automatically suspend the offending, Application, Project, or End User Account to the minimum extent required, and of the minimum duration, to prevent or terminate the Emergency Security Issue. If Provider suspends an End User account, Application, Project, or the Customer reason, without prior notice to Customer, at Customer's request, Provider will provide Customer the reason for the suspension as soon as is reasonably possible.

#### 5. Intellectual Property Rights; Use of Customer Data; Feedback.

5.1 **Intellectual Property Rights.** Except as expressly set forth in this Agreement, this Agreement does not grant either Party any rights, implied or otherwise, to the other's content or any of the property. As between the Parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Provider owns all Intellectual Property Right Software.

5.2 **Use of Customer Data.** Provider may use Customer Data and Applications only to provide the Services to Customer and its End Users and to help secure and improve the Services. For its identifying and fixing problems in the Services, enhancing the Services to better protect against attacks and abuse, and making suggestions aimed at improving performance or reducing cost.

5.3 **Customer Feedback.** If Customer provides Provider feedback or suggestions about the Services, then Provider may use that information without obligation to Customer, and Customer here to Provider all right, title, and interest in that feedback or those suggestions.

#### 6. Technical Support Services.

6.1 **By Customer.** Customer is responsible for technical support of its Applications and Projects.

6.2 **By Provider.** Subject to payment of applicable support Fees, Provider will provide Technical Support Services ("TSS") to Customer during the Term as described below. Certain TSS levels in recurring Fee as described in the "Fees" definition below. If Customer downgrades its TSS level during any calendar month, Provider may continue to provide TSS at the same level and TSS Fee downgrade for the remainder of that month.

##### 6.2.1 Support Request Submission.

6.2.1.1 **Customer Efforts to Fix Errors.** Prior to making a request to Provider, Customer will use reasonable efforts to fix any error, bug, and malfunction or network connectivity defect without cost. Thereafter, a Customer Contact may submit a written request for technical support through the Provider for Work Support Center.

6.2.1.2 **Characterization of Requests.** Customer designates priority upon submission of Requests. Upon receiving a request, Provider will determine whether the request is a "Service Unusable, a "Feature Request." Any such determination made by Provider is final and binding on Customer. Provider reserves the right to change Customer's priority designation if Provider believes that C is incorrect and will inform Customer of any such change in its response to the support Request. Customer may appeal any such reclassification to Provider's Support management for review through the support channel.

6.2.1.3 **Procedures for Acknowledgement and Resolution of Requests.** When making a Request, Customer will provide all requested diagnostic information and assist Provider Support Personnel resolve a Request.

6.2.1.4 **Request Acknowledgement.** Provider may respond to a Request by acknowledging receipt of the Request. Customer acknowledges and understands that Provider may be unable to pro resolve all, Requests.

6.2.1.5 **Feature Requests.** If Provider deems a Request to be a Feature Request, Provider will log such Request for consideration to add to a future update or release of the Services and will be closed. Provider is under no obligation to respond to or resolve any Feature Request or to include any such Feature Request in any future update or release.

6.2.1.6 **Building Applications.** For clarity, Provider will not have any obligation to write or build any Applications or write code to facilitate Applications.

##### 6.2.2. Accessing Support

6.2.2.1 **Designated Support Contacts.** Customer will provide first-level support to End Users. Provider will provide second-level support to Customer only. If Customer wishes to change its Design notify Provider via the Provider for Work Support Center at least five Business Days prior to the change. If on the date these updated Guidelines were first posted Customer has more Designate forth under the applicable Support level under Section 4 below, the current Contacts will continue to be allowed until the expiration of the current license term for the applicable Services under the

6.2.2.2 **Support Hours and Target Initial Response Times.** Provider will process Requests during the Hours of Operation, unless otherwise indicated in these Guidelines. Any Requests received during Operation will be logged and processed at the beginning of the next Business Day. Target initial response times are based on the subscribed support level.

6.2.3. **Maintenance.** To ensure optimal performance of the Services, Provider performs periodic Maintenance. In most cases, Maintenance will have limited or no negative impact on the availability of the Services. If Provider expects planned Maintenance to negatively affect the availability or functionality of the Services, Provider will use commercially reasonable efforts to provide at least seven days of advance notice of such Maintenance. In addition, Provider may perform emergency unscheduled Maintenance at any time. If Provider expects such emergency unscheduled Maintenance to negatively affect the functionality of the Services, Provider will use commercially reasonable efforts to provide advance notice of such Maintenance. Maintenance notices noted above will be provided via the Provider Center.

6.3 **Technical Support** shall be provided by OSP to Customer upon Customer's request at \$50.00/hour 8a-5p, Monday through Friday and \$100.00/hour during all other times. To the extent Customer technical support arises primarily as the result of OSP failure to perform the Services, such technical support shall be supplied by OSP at no charge to Customer.

6.4 **Data Deletion Request.** Customer may give Provider specific written authorization to delete specific Customer's data stored on Provider's systems by agreeing to the terms posted at