This Service Schedule (the “Schedule”), between Sherweb Inc. (“Provider”) and You, the organization purchasing the Online Backup Service (“Service”), as identified as part of the subscription process for the Service (“You” or “Your”), is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Services Agreement or Partner Master Service Agreement, as applicable (“MSA”) by and between Provider and You.

This Schedule includes the terms and conditions governing the Service provided to You under the Agreement. By accepting the MSA, by subscribing to or by using the Service, You agree to be bound by all of the terms and conditions set out in this Schedule. All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.

1. Definitions. For the purposes of this Schedule, the following definition(s) apply:

“Acronis” means Acronis International Gmgh.

“Acronis EULA” means the Software License Agreement between You and Acronis governing the use of the Acronis Software, which is reproduced here and which Provider does not have authority to vary, alter or amend.

“Acronis Software” means the Software provided by Acronis in connection with the Online Backup Service.

“Online Backup Service” or “Service” means Provider’s online backup application service.

2. Service

2.1. Subscription. Subject to the terms and conditions of the Agreement, You may access and use the Service. Provider or its Third-Party Supplier retains all right, title, and interest in and to the Service, including without limitation all computers, other hardware, and software incorporated into or used by the Service, and this Agreement does not grant You any intellectual property rights in the Service or any of its components.

2.2. EULA. Access and use of the Service is subject to Your acceptance of the Acronis EULA when You first logging into the Service. After acceptance of the EULA, You can begin the installation and register Your devices into the Service.

2.3. Initial Seeding. Upon request and subject to applicable Fees, You may request Provider to conduct an offline seeding process to upload a large amount of data in the Service by using a removable media. In such a case, You are fully responsible for (i) copying and encrypting your data on the removable media; and for (ii) delivering Your media at the location determined by SherWeb. Upon receipt of the media, Provider will upload the backup to the Service. Provider is not liable to You or to any third party for any damages arising from or resulting from any loss or corruption of Your Service Data, or from any loss or failure of Your media.

2.4. Backup Integrity. The Service includes tools to assist You in conducting tests for the recovery and integrity of each individual backup. Notwithstanding the foregoing, You remain fully responsible for ensuring the integrity of each individual backup conducted with the Service.

2.5. Encryption. The Service does not automatically encrypt Your Service Data. If You wish to encrypt Your Service Data when using the Service, You are fully responsible for configuring your settings to ensure the encryption of Your Service Data.

3. Fees

The Service is subject to a specific monthly fee as set forth in Your Service Plan, which include a certain amount of cloud storage. Any usage beyond Your included storage is subject to additional usage Fee as set forth in Your Service Plan or as per Provider’s then current standard rate.

4. Service Availability Warranty

Provider covenants to a 99.9% Service Availability for the Service.