

Applications and Hosting Services

These policy and practice terms supplement existing agreements to which InfoChip and Customer have agreed and these terms are incorporated where referenced in such existing, valid and enforceable Agreements.

Description of Software Products and Service Offerings:

Applications. Monitoring of devices or physical instrumentation location and obtaining data and information on the status of performance.

Description of Hosting Services:

Location. InfoChip will host the Applications on the Internet through the domain name requested by customer. If such domain name is not owned by Customer or an Authorized End- User, InfoChip shall, upon Customer's request following any expiration or termination of an associated Agreement, redirect Customer's Customer-specific URL to a URL designated by Customer for a period of not less than one (1) year. InfoChip will provide a Data Center to host the Applications, and Customer's Confidential Information may be processed and stored, only in the United States. Customer will have physical access to the Data Center during normal business hours. In case of an emergency, InfoChip will allow Customer immediate access to the Data Center upon written request.

Hosting Services. Will be provided by InfoChip, or designated third- party providers or agents under contract to InfoChip ("Host"). Host will be responsible for installing, hosting, operating, maintaining and securing the Applications and the Customer Data. Hosting services shall include, without limitation, the following services subject to the Support terms defined in the initial quote or as specified in a Professional Support Agreement ("Support").

(a) Ensure that Customer has unlimited on-line access to the Applications ninety-nine and nine-tenths percent (99.9%) of the time as measured during any calendar month, 24 hours per day, 7 days per week, 365 days per year ("24/7"), and inclusive of planned and unplanned outages ("Uptime"). Outages as directed by Customer are not included in this service availability measurement. Planned maintenance outages (either network or server) may occur as recited under Support.

(b) Ensure that the Applications will process all Transactions within an acceptable time based on amount of data, complexity of processing, and available bandwidth ("Transaction Response Time"). "Transactions" shall mean a Customer Authorized End-User initiated event such as a "click" which results in a specific request subsequently received and responded to by the Applications. Transaction Response Time shall be calculated by (a) the sum of the time to respond of all Transactions during a month, divided by (b) the aggregate number of Transactions during such month. For clarity, the Transaction Response Time shall account only for the time commencing with the time a Transaction is received by the Applications and terminating at the time the response to the Transaction leaves the Applications (i.e., InfoChip shall not be responsible for delays on the Internet or public switched networks or Customer hardware or systems).

(c) Provide all personnel, connections, bandwidth and other resources necessary to (a) provide access to the Applications by Customer's end users on the Internet; and (b) operate, monitor and maintain the Applications.

(d) Monitor network components between the Applications and exchange points where InfoChip exchanges traffic with other Internet Service Providers, in a manner which will permit InfoChip to identify loss of connectivity, bandwidth utilization, and performance degradation between the Applications and the exchange points.

(e) Provide routine monitoring and corrective action.

- (f) Implement routine back-up procedures that will have minimal impact on the 24/7 availability of the Applications.
- (g) Implement recovery procedures in the event of loss or corruption of Customer Data. InfoChip will promptly provide Customer a copy of any updates to the recovery procedures that were in effect as of the date of execution of the applicable Agreement. In the event the updated recovery procedures do not meet Customer's disaster recovery or business continuity requirements, Customer may terminate the applicable Agreement by written notice to InfoChip.
- (h) Implement a disaster recovery plan. InfoChip will update the disaster recovery plan at its discretion and post such update on its web site.
- (i) Maintain Customer Data in accordance with any laws applicable to Customer.
- (j) Provide Support to maintain Customer Data .
- (k) Provide directly, or through qualified third parties, corrective and preventive maintenance of Customer's hosting equipment as required in order to maintain the equipment in good operating condition and in accordance with the manufacturer's specifications.
- (l) Provide Support to assist Customer with the optimal operation of the Applications.
- (m) Install and maintain appropriate IT security measures for the Applications including security updates, authentications/logging controls, data encryption and virus protections. InfoChip will also install and maintain firewall systems, which will monitor all attempts to access the Applications.
- (n) Maintain the Applications and network infrastructure in a manner that is designed to prevent unauthorized modification of Customer Data or the Data Center and unauthorized disruption of the Applications, and designed to protect the privacy of Customer Data.
- (o) Use filtering routers and/or firewall technologies designed to allow access from the Internet only to those portals necessary for Customers to use the Applications. The portals that have access to the servers that may be modified by InfoChip at its discretion and at any time. Any security patches to the Applications directed by InfoChip must be applied and accepted by Customer.
- (p) Ensure that the Customer Data, backup media (whether current or scratched) and all technical documentation, usage or management reports and relevant correspondence will be kept secure and encrypted from any non-InfoChip personnel and from InfoChip personnel not involved in the provision of Software Products and Service Offerings.
- (q) Implement an access control system and/or other mutually agreed upon security mechanisms designed to prevent unauthorized access to the Customer server environment, and evolve the environment as required to address ongoing security needs and threats as these may evolve from time to time.
- (r) Immediately inform Customer Information Security whenever a suspected or actual security breach has occurred. InfoChip shall cooperate and share information with Customer in investigation and prosecution of any attempted, perceived, or actual intrusions into the web sites. InfoChip shall provide a reasonable level of assistance to Customer in an analysis of data or events related to any attempted, perceived, or actual intrusion into the web site.

This Policy is subject to revision by InfoChip at any time. If a Policy Change is made, InfoChip will notify the designated representative of Customer.

