



THIS DOCUMENT IS POSTED FOR INFORMATIONAL PURPOSES ONLY. PRIOR TO YOUR RECEIPT OF MANAGED DATA SERVICES UNDER THIS DATA MANAGEMENT AGREEMENT YOU MUST HAVE AN EXECUTED DATA MANAGEMENT AGREEMENT IN EFFECT.

CONTINENTAL UTILITY SOLUTIONS, INC.

DATA MANAGEMENT AGREEMENT

THIS DATA MANAGEMENT AGREEMENT is made as of the date of the Sales Agreement (the **“Effective Date”**), by and between **CONTINENTAL UTILITY SOLUTIONS, INC.**, a Delaware corporation with offices at 300 South Church Street, Suite 200, Jonesboro, Arkansas 72401 (**“CUSI”**) and the party identified in the Sales Agreement (**“you,” or “Client”**).

CUSI offers Managed Data Services to facilitate the management of your data. You will receive the Managed Data Services set forth in your Sales Agreement and the following terms of this Data Management Agreement will apply. This Data Management Agreement is incorporated by reference into that certain Software License On-Premise Agreement by and between you and CUSI.

MANAGED DATA SERVICES

CUSI’s Managed Data Services include Cloud Backup Services and Cybersecurity Services. This Data Management Agreement sets forth the specific assumptions and terms that the Managed Data Services are provided in accord with. The following terms apply to all Managed Data Services provided by CUSI.

CUSI offers the Managed Data Services utilizing a third party vendor, Avast Software s.r.o. (“Avast”). You acknowledge and agree to be bound by the current version of the Avast End User License Agreement, available here: <https://www.avast.com/en-us/eula> (the “EULA”), including without limitation, those portions of the EULA that provide protection to Avast, or restrict the use of the Avast solutions. Additionally, in connection with the EULA (i) you expressly authorize CUSI and Avast to reproduce, transmit, store and process your data and information in connection with the operation and performance of any Avast solutions; (ii) you shall ensure that you are in compliance with all applicable laws concerning the monitoring of employees and other third parties and their respective devices, and (iii) on the expiration of the Managed Data Services you shall remove or deactivate any Avast solution from any devices on which it is used.

Client Initials: _____

CLOUD BACKUP SERVICES

Customer Data Requirements

The following Client responses set forth the assumptions that CUSI will provide the Cloud Backup Services in accord with.

Item #	Description	Client Response
1	What is your licensed billing software—CBSW or UMS?	
2	Do you use any additional CUSI billing software—Inventory Management System (IMS), for instance?	
3	What is the file path(s) of your database(s)?	<i>**Specify in the data location table below.</i>
4	Will you be performing onsite backups in addition to the cloud backup solution?	
5	Is there a preferred time that you would like your scheduled backup to run each day?	

Data Locations

The below table identifies the relevant Identify any relevant CIS/Utility Billing data to be included in the Cloud Backup Services.

Device Host Name	File Path



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CYBER SECURITY SERVICES

CUSI will provide the following cyber security services based off on the level set forth in the Sales Agreement.

BASIC CYBER SECURITY	ADVANCED CYBER SECURITY	ULTIMATE CYBER SECURITY
✓ CIS/Utility Billing Setup & Configuration	✓ CIS/Utility Billing Setup & Configuration	✓ CIS/Utility Billing Setup & Configuration
✓ CIS/Utility Billing Data Restoration	✓ CIS/Utility Billing Data Restoration	✓ CIS/Utility Billing Data Restoration
✓ Cloud Backups	✓ Cloud Backups	✓ Cloud Backups
✓ Antivirus Protection	✓ Antivirus Protection	✓ Antivirus Protection
✓ Endpoint and SSL Monitoring	✓ Endpoint and SSL Monitoring	✓ Endpoint and SSL Monitoring
✗ Threat Detection	✓ Threat Detection	✓ Threat Detection
✗ OS Patch Management	✓ OS Patch Management	✓ OS Patch Management
✗ Data Security Assessment	✓ Data Security Assessment	✓ Data Security Assessment
✗ Daily Backup Monitoring	✓ Daily Backup Monitoring	✓ Daily Backup Monitoring
✗ Antivirus Monitoring	✓ Antivirus Monitoring	✓ Antivirus Monitoring
✗ Workstation Content Filtering	✗ Workstation Content Filtering	✓ Workstation Content Filtering
✗ Anti-Spam Services	✗ Anti-Spam Services	✓ Anti-Spam Services
✗ Server Performance Monitoring	✗ Server Performance Monitoring	✓ Server Performance Monitoring

ACCEPTANCE AND SIGN-OFF

Client	
Project	Managed Data Services
CUSI Representative	
Client Representative	
Date	
Acceptance	
This purpose of this acceptance is to signify completion of Managed Data Services setup. Please initial each item below.	
CUSI is only responsible for the backups of the product(s) specified in items 1 and 2 that reside in the storage location(s) defined in item 3 of this document on page 1.	
If the designated product(s) or data location(s) change at any point in the future, it is the responsibility of the client to submit a technical support request to properly adjust the backup plans.	
CUSI's cloud backup solution only operates when each device running the Avast CloudCare endpoint software is powered on and has internet access. The Avast CloudCare endpoint software must be running in order for backup tasks to run.	
CUSI takes no responsibility for data loss resulting from changes or alterations made to the managed device(s) and/or software application(s) or database(s) following sign-off. This includes devices that are not properly running the Avast CloudCare endpoint software, such as powered off devices or devices with limited or no internet access.	

Sign-Off

Upon thorough and complete review of the Managed Data Services setup, please sign off from all subject matter experts and all relevant stakeholders. Your signature(s) below confirm that all information presented in this document is accurate and complete at this given time.

Name:	Title:	Date:	Signature:
Name:	Title:	Date:	Signature:
Comments:			

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