

Monet Software, Inc.
Terms of Service

1. ATTENTION! THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON CUSTOMER UPON EXECUTION OF THE MONET SOFTWARE STANDARD CUSTOMER LICENSE AGREEMENT. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE EXECUTING THE AGREEMENT.

2. Terms of Service. Customer acknowledges and agrees to the following terms of service. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Software, and/or any new service(s) subsequently purchased by the Customer will be subject to this Agreement.

2.1. Customer Must Have Internet Access. In order to use the Software, Customer must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web.

2.2. Accuracy of Customer's Registration Information. Customer agrees to provide accurate, current and complete information ("Registration Data") about Customer as prompted by the registration form, which Customer will fill out online in order to gain access to the Software. Customer further agrees to use commercially reasonable efforts to maintain and promptly update the Registration Data to keep it accurate, current and complete. Customer acknowledges and agrees that if Customer provides information that is intentionally inaccurate, not current or incomplete in a material way, or Monet has reasonable grounds to believe that such information is untrue, inaccurate, or not current or complete in a material way, Monet has the right to suspend Customer's account.

2.3. Email and Notices. Customer agrees to provide Monet with Customer's e-mail address, to promptly provide Monet with any changes to Customer's e-mail address, and to accept emails (or other Electronic Communications) from Monet at the e-mail address Customer specifies. Except as otherwise provided in this Agreement, Customer further agrees that Monet may provide any and all notices, statements, and other communications to Customer through either e-mail or posting on the Software.

2.4. Passwords, Access, and Notification. Customer may designate up to the number of Users under Customer's account, which corresponds to the number of seats licensed by Customer, and Customer may provide and assign unique passwords and user names to each authorized User for each Seat purchased. Customer acknowledges and agrees that Customer is prohibited from sharing passwords and/or User names with unauthorized users. Customer will be responsible for the confidentiality and use of Customer's (including its employees') passwords and User names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Software or under Customer's account. Monet will act as though any Electronic Communications it receives under Customer's passwords, User name, and/or account number will have been sent by Customer. Customer agrees to immediately notify Monet if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, User names, and/or account number.

2.5. Customer's Lawful Conduct. Customer agrees to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Software, including without limitation those related to privacy, electronic communications, and anti-spam legislation. Customer will not send

any Electronic Communications from the Software that are unlawful, harassing, libelous, defamatory, or threatening. Except as permitted by this Agreement, no part of the Software may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Software by any means other than through the interfaces that are provided by Monet. Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Software available to any third party other than an authorized User, including but not limited to, creating Internet Links to the Software which include log-in information, including but not limited to, User names, passwords, secure cookies, and/or "mirroring" or "framing" any part of the Software. Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by Monet. Neither Customer, nor someone acting on Customer's behalf, will use the Software to target for solicitation any Monet customers for purposes of providing any competitive product. Customer will ensure that any use of the Software by Customer's employees is in accordance with the terms and conditions of this Agreement.

2.6. Third-Party Software. Customer agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Monet. Until notified otherwise by Monet, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Monet and to follow logon procedures for services that support such protocols. Customer acknowledges that Monet is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by Monet or telecommunications facilities, including, but not limited to, the Internet.

2.7. Transmission Of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Software. Customer expressly consents to Monet's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Monet. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that Monet is not responsible for any Electronic Communications and/or Customer Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Monet.

2.8. Links. The Software may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Monet has no control over such sites and resources, Customer acknowledges and agrees that Monet is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

2.9. Support. Monet agrees to provide support services during the Term of this Agreement as outlined in Schedule A hereto.

2.10. Proprietary Rights. Customer acknowledges and agrees that the Software and any necessary software used in connection with the Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that content or information

presented to Customer through the Software or by advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

2.11. Trademark Information. Monet Software™, the Monet Software logo, and other Monet service marks, logos and product and service names are marks of Monet (the "Monet Software Marks"). Customer agrees not to display or use the Monet Software Marks in any manner without the owner's express prior written permission.

2.12. Confidential Information. For purposes of this Agreement, confidential information shall include the terms of this Agreement, Customer Data, and any information that is clearly identified in writing at the time of disclosure as confidential ("Confidential Information"). Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations hereunder; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). Monet will restrict its employees' access to Customer's Confidential Information to only those employees necessary to successfully provide the Software. Monet may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services for Monet in connection with the performance of this Agreement. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. This Section 2.12 will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure. With respect to any information received by either party from the other as a result of any other relationship between the parties other than as licensor and licensee under this Agreement (i.e., business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any Nondisclosure Agreement (or similar agreement) executed between the parties.

3. Warranties.

3.1. Warranty of Functionality. Monet warrants to Customer during the Term of this Agreement that the Software will achieve in all material respects the functionality described in the user manual and that such functionality will be maintained in all material respects in subsequent upgrades to the Software. Monet does not warrant that the Software will be error-free. Customer's sole and exclusive remedy for Monet's breach of this warranty shall be that Monet shall be required to use commercially reasonable efforts to modify the Software to achieve in all material respects the functionality described in the user manual and if Monet is unable to restore such functionality Customer shall be entitled to terminate the Agreement and shall be entitled to receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Software but which use has not yet been furnished by Monet as of the date of such termination. Monet shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days of the first instance of any material functionality problem, and such notice must be sent to accounting@monetsoftware.com.

3.2. Software Level Warranty. Monet warrants during the Term of this Agreement that the Software will meet the service levels outlined in Schedule B hereto in any month. In the event that Monet fails to meet the service levels outlined in Schedule B hereto, Customer's sole and exclusive remedy is that Monet will provide Customer with a credit as described in Schedule B, which is hereby incorporated by reference. Any credit is expressly

conditioned upon Customer providing Monet written notice of such failure sent to accounting@monetsoftware.com by the tenth day of the month following such service level failure.

3.3. Security, Data Maintenance And Backup Warranty. Monet warrants during the Term of this Agreement that Monet will use commercially reasonable efforts to ensure that Customer's Data will be safeguarded and maintained accurately. Monet also warrants that it will, at a minimum, utilize and maintain security and backup procedures as listed in Schedule C hereto (and hereby incorporated by reference) to protect Customer Data. In the event of a breach of this provision, Monet will use commercially reasonable efforts to correct the Customer's Data or restore the Customer's Data within three (3) business days. In the event Monet is unable to correct or restore Customer's Data as provided in this Section 3.3, Customer's sole and exclusive remedy shall be it may at its option terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Software but which use has not yet been furnished by Monet as of the date of such termination.

3.4. Non-Infringement Warranty. Monet warrants that it is the sole owner and has full power and authority to grant the license and use of the Software and other rights granted by the Agreement to Customer with respect to the Software and that neither the performance by Customer in its utilization of the Software, nor the license of and authorized use by Customer of the Software as described herein will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or other rights of any third party.

3.5. Other Warranty. Monet Software warrants that the Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

4. Disclaimer of Warranties. EXCEPT AS STATED IN SECTION 3 ABOVE, Monet DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 3 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY Monet. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 3 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

5. Limitations of Liability. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH Monet IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY Monet OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. The maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Software, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, tort, or otherwise, shall in no case exceed the equivalent of 12 months in license fees applicable at the time of the event. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the

license of the Software and that, were Monet to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 6 BELOW.

6. Indemnification.

6.1. Infringement. Monet will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of or result from the infringement of any copyright, patent, trademark, or misappropriation of a trade secret relating to the Software; provided that Customer (a) promptly gives Monet notice of the claim, suit, action, or proceeding; (b) gives Monet sole control of the defense and related settlement negotiations; and (c) provides Monet with all reasonably available information and assistance necessary to perform Monet's obligations under this paragraph. If the Software is held to infringe any intellectual property right, Monet may, in its sole discretion and at its own expense, either procure a license that will protect Customer against such claim without cost to Customer or replace the Software with a non-infringing Software. Provided that Monet complies with this Section 6.1, Customer shall have no remedy against Monet, except it may at its option terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Software but which use has not yet been furnished by Monet as of the date of such termination.

6.2. Disclosure of Customer Data. Monet will fully indemnify, defend and hold Customer harmless from and against any Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of or result from Monet's gross negligence in preventing unauthorized access to confidential Customer data, or Monet's willful disclosure of such confidential Customer data, as determined by a court of competent jurisdiction in connection with a claim by a third party alleging a breach of confidentiality. In addition, Monet will indemnify Customer up to an amount equal to five (5) times the equivalent of 12 months of license fees applicable at the time of the event, from and against any Losses incurred by Customer with respect to any third party claim, suit, action, or proceeding arising out of or relating to Monet's breach of Section 2.12 of this Agreement (which breach that does not rise to the level of gross negligence in preventing unauthorized access to confidential Customer Data or Monet's willful disclosure of such confidential Customer Data as described in Section 6.1). Monet's indemnification obligations under this Section 6.2 are expressly premised upon Customer (a) promptly giving Monet notice of any such third party claim, suit, action, or proceeding; (b) giving Monet sole control of the defense and related settlement negotiations; and (c) promptly providing Monet with all reasonably available information and assistance necessary to perform Monet's obligations under this Section 6.2. Provided that Monet complies with this Section 6.2, Customer shall have no remedy against Monet, except it may at its option terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Software but which use has not yet been furnished by Monet as of the date of such termination.

6.3. Customer's Indemnity. Customer shall defend and hold Monet harmless from and against any and all Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Monet which arise out of or result from a claim by a third-party (i) alleging that the Customer Data or any Trademarks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 2.5 and 2.12 above, provided that Monet (a) promptly provides Customer notice of the claim, suit, action, or proceeding; (b) gives Customer sole control of the defense and related settlement negotiations; and (c) provides Customer with all reasonably available information and assistance necessary to perform Customer's obligations under this paragraph.

6.4. Survival. The indemnification obligations contained in this Section 6 shall survive termination of this Agreement for one year.

7. Suspension/Termination.

7.1. Suspension for Delinquent Account. Monet reserves the right to suspend Customer's access and/or use of the Software for any accounts for which any payment is due but unpaid but only after Monet has provided Customer two (2) email notices over no less than a ten (10) day period. Customer agrees that Monet shall not be liable to Customer or to any third party for any suspension of the Software resulting from Customer's nonpayment of fees as described in this Section 7.1.

7.2. Suspension for Ongoing Harm. Customer agrees that Monet may with reasonably contemporaneous telephonic notice to Customer suspend Customer's access to the Software if Monet reasonably concludes that Customer use of the Software is causing immediate and ongoing harm to Monet or others. In the extraordinary event that Monet suspends Customer's access to the Software, Monet will use commercially reasonable efforts to resolve the issues causing the suspension of Software. Customer agrees that Monet shall not be liable to Customer or to any third party for any suspension of the Software under such circumstances as described in this Section 7.2.

7.3. In The Event of Breach. Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Software. If this Agreement is terminated as a result of a breach on Monet's part, Monet shall refund the pro rata portion of any fee that may have been paid by Customer for the portion of the Software not furnished to Customer.

7.4. Handling of Customer Data In The Event Of Termination. Customer acknowledges and agrees that following termination of Customer's account and/or use of the Software, Monet may immediately deactivate Customer's account and that following a reasonable period of not less than 90 days shall be able to delete Customer's account and related Customer Data. However, in the event that Customer's Software with Monet terminates, Monet will grant Customer temporary, limited access to the Software for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to Monet. Customer further agrees that Monet shall not be liable to Customer or to any third party for any termination of Customer access to the Software or deletion of Customer Data, provided that Monet is in compliance with the terms of this Section 7.4.

8. Modification To or Discontinuation of the Software. Monet reserves the right at any time and from time to time to modify, temporarily or permanently, the Software (or any part thereof). In the event that Monet modifies the Software in a manner which removes or disables a feature or functionality on which Customer materially relies, Monet, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that Monet is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the license fees paid under the Agreement for use of the Software which was paid for by Customer but not yet furnished by Monet as of the date of such termination. Customer acknowledges that Monet reserves the right to discontinue offering the Software at the conclusion of Customer's then current Term. Customer agrees that Monet shall not be liable to Customer or to any third party for any modification of the Software as described in this Section 8.

9. Modification to the Terms of Service. Monet reserves the right at any time and from time to time to modify these Terms of Service.

Schedule A Support Overview

The following describes Monet's standard support services for the Software made available to Customers:

- 1.0 Support Software.** During Monet's normal business hours of 8am to 5pm PST, Monet shall make commercially reasonable efforts to provide Level 1, Level 2 and Level 3 telephone and email-based support to Customers. Level 1, Level 2 and Level 3 support shall include Monet recreating issues as described by Customers and diagnosing, repairing, testing and placing into production fixes to such defects that Monet can reasonably affect. Support Software shall also include Upgrades as defined elsewhere in this agreement. Monet shall also make available issue logs, troubleshooting tools, frequently asked questions and other materials that Monet may make available from time to time.
- 2.0 Prioritizing Issues.** Monet shall work cooperatively with Customer to determine the severity of each issue and at its sole discretion, shall assign a priority code of 1, 2 or 3 to each issue. Customer agrees to provide all information in written form that Monet may deem necessary to recreate and/or troubleshoot any issue.
- 2.1 Priority 1 Issues.** Priority 1 issues include all major production issues directly caused by the Software that results in the Software not being available to Customers during normal hours as defined in Section 1.0 above, or significantly impairing the Customers ability to use the Software as intended in support of Customer's normal business practices. Monet shall use its commercial best effort to resolve such issues and will generally be addressed within 24 hours of receipt of written notification by Reseller.
- 2.2 Priority 2 Issues:** Priority 2 issues include deviations from the Documentation that do not materially impact production usage of the Software but may cause interruption of service for certain functions, screens or processes or cause inconvenience for Reseller or the Customer. Priority 2 issues will be initially assessed within 24-48 hours of receipt of written notification by Reseller. Monet shall use commercially reasonable efforts to resolve Priority 2 issues which may include releasing repairs to such issues in future Upgrades of the Software.
- 2.3 Priority 3 Issues:** Priority 3 issues include cosmetic inaccuracies in the Software or minor deviations from the Documentation that do not affect the operation of the Software or the integrity of the data. Priority 3 issues will be assessed and repaired by Monet at its convenience.
- 3.0 General:** Any obligations of Monet under this Support Software Schedule shall become null and void upon any breach by Customer of its Customer License Agreement, including any failure by Customer to meet payment obligations to Monet.

Schedule B
Software Availability Overview

Monet shall make the Software available pursuant to the terms and condition set forth in the Customer License Agreement. Monet will use commercially reasonable efforts to make the Software generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Monet shall use reasonable efforts to give at least 8 hours notice via email) of the Software and which Monet shall schedule to the extent reasonably practical during the weekend hours from 9:00 p.m. PST Friday to 6:00 a.m. PST Monday; or (b) any unavailability caused by circumstances beyond Monet's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Monet employees), computer, telecommunications, Internet service provider or hosting facility failures or delays, involving hardware, software or power systems not within Monet's possession or reasonable control, and network intrusions or denial of service attacks.

Excluding the times listed in the above paragraph items A and B, Monet, Inc. guarantees 99.5% uptime. If in a calendar month these uptime commitments are not met, Monet shall credit Customer with license fees equal to the amount of down time experienced. Monet reserves the right from time to time to issue new releases in which Monet adds functionality to the Software. Customer acknowledges that these periodic major releases can take several hours to complete. In the event that Monet in its sole discretion determines that any unscheduled maintenance is necessary, Monet will use commercially reasonable efforts to notify Customer.

Schedule C Security Overview

Monet's security strategy is to protect Customer data at multiple levels, which includes data security, data integrity, and data privacy.

To ensure the privacy, security, and availability of Customer data and transactions, Monet employs the following technologies in delivering its service.

- Secure Data Center
- Encrypted User Authentication
- Internet Firewalls
- Network Translation and Proxy Software
- Secure Socket Layer Data Encryption (SSL)
- Redundant, Highly Available Routers and Switches
- Redundant, Highly Available, and Secure Web and Application Servers
- Redundant, Highly Available Power
- Redundant, Highly Available Data Access
- Regularly Scheduled Backups, Offsite Storage
- Highly Available Application
- Secure Operating Systems
- Data Security

Monet's production systems are located in one of the leading co-location facilities in the United States. Production web, application, and database servers along with network equipment are housed in a suite at the co-location facility which provides 24x7 security. To access the suite there are several levels of security that must be passed.

Architecture

Monet utilizes a two-tier security architecture. The first tier of the architecture is implemented by redundant perimeter firewalls, based on the Cisco Secure IOS. The firewall protects against malicious hacking attempts and Denial of Software attempts. The second tier of the security architecture is implemented by the use of private, non-routable IP address spaces. In the unlikely event the firewall is breached, the servers behind the firewall cannot route traffic to the Internet.

Awareness

Monet monitors multiple channels of information in order to stay atop of the ever-changing security environment. Some of the sources utilized include CERT, BugTraq, Microsoft Security Bulletins and other vendor sites. Additionally, Monet works with our Internet Software Providers to identify and respond to security challenges on the Internet.

Tracking

In the event of a security notice, Monet will review the notice and determine the criticality. If the notice is deemed to present a serious threat to our clients, the work-around or patches will be immediately implemented after approval from our clients. All notices are logged in our GWI change management and trouble ticketing system.

Physical Security

Monet maintains physical security to our facilities by limiting access to the buildings where our data centers are housed as well as to the physical data centers within those buildings. All data centers are protected by multiple layers of security including multiple layers of electronic building & facility access secured by magnetic locks, 24/7 onsite-personnel, monitored and recorded closed-circuit television, person-traps, and mandatory identity logging of all outside visitors.

Site Electrical Power

Monet's data centers maintain at least two separate power feeds from two separate power grids. Data centers feature multiple power distribution units to condition the incoming electricity, and are protected by redundant UPS power systems to power our hosted systems for 2 hours on average. Facilities have 1+ Megawatt diesel generator backup systems to protect both buildings against an extended loss of commercial power. The generators are configured to automatically start when they sense a loss of power from the local electric utilities, and are tested monthly to ensure they are in proper working condition. No Monet data center has ever experienced a power outage.

Environmental Controls

Monet utilizes redundant industrial environmental conditioning units to control the environment of its data centers within strict guidelines. The units maintain the temperature at 72 degrees F (± 5 degrees) and 30-60% humidity ($\pm 5\%$). The backup generators will power the units in the event of a commercial power failure, ensuring the environment is controlled even in an emergency situation.

Fire Protection

Monet data centers are protected from fire damages by design with concrete floors, steel ceilings, and steel framed racks. There are no flammable materials inside the data center area. Our data centers are equipped with a combination of FM200 fire suppression and a multi-zoned, pre-action, dry-pipe system. In order for the systems to trip, multiple cross-linked events must occur. These include detection by ceiling mounted smoke-heads and sensors located throughout the facility. Lastly a sprinkler head must trip in order for the dry-pipe system to activate. This requires a temperature of 140 degrees F at the head location. Upon detection of the presence of fire or smoke in the data center, the detection and control panel will sound an alarm, shut down air handlers, disconnect power from the protected equipment, and then release the extinguishing agent(s) localized at the event point.

Data Backups

Monet operates a Commvault Galaxy enterprise tape backup environment to backup and restore our hosted environments. Monet provides incremental tape backups daily, with full system backups weekly. Backup tapes are rotated to a secure offsite third party facility weekly. Our offsite provider can deliver tapes to the Monet data centers within two hours of a request. Only authorized individuals are allowed to make such a request.

Data Center Security