

EXHIBIT C

COHERE DATA BACKUP SERVICE

INTRODUCTION

The Cohere Data Backup Service provides daily incremental backup of Customer's data file server(s) to ensure data recovery in the event of any IT emergency. Backup is performed one time per day during business off-peak period, unless requested otherwise. The standard retention period for backup is thirty (30) days although longer retention periods are available.

Cohere's Data Backup Service provides verified restorable off-site backup. Off-site secure sites are specifically selected to facilitate disaster recovery situations. Software agents can be installed on select servers targeted for backup. In most instances Cohere will provide a dedicated workstation strictly for backup services. Agents allow for specific selection of critical files and folders for backup as well as plug-ins for Exchange, SQL and System States. A built-in scheduler is programed to automatically initiate the backup at prescribed times.

Upon data backup initiation, through the online data replication process, each server agent compresses data for efficient transfer, over the Wide Area Network (WAN) link or Customer internet connection and secures the Customer data using encryption before transmission. The data is transferred using 256-bit encryption by default, to further secure the data during transmission.

Data is at all times stored securely at Cohere's data center facility or at an Offsite Data Repository in a fully encrypted state. Information is accessed solely through a unique and personalized password and encryption keys.

As such all elements of the backup process are secure, inclusive of software, transmission, and data storage.

I. Cohere Back-Up Service Elements

- a) Complete installation of all data backup software/hardware
- b) Maintains all backup software for off-site data backup service
- c) Uses 256bit AES SSL encryption
- d) Ample capacity to ensure proper data backup transmission and data contention avoidance
- e) Transparent mode runs data backup invisibly in background
- f) Dedicated back-up team to ensure data backup is successfully accomplished.

II. Managed Off-Site Data Backup Coverage & Exclusions

Data backup is charged based upon agreed upon backup storage amount designated on Customer Service Order Agreement ("Service Order").

Additional backup storage is charged in 1 Gigabyte increments as per the rate set forth in the Service Order.

Monthly file restores as per the Service Order.

III. Customer Responsibilities

Customer is responsible for identifying to Cohere the specific devices, servers, files, and/or folders requiring backup. Additionally, as Customer's business requirements change, Customer must promptly update Cohere regarding which specific devices, servers, files, and/or folders require backup.

For all Customer managed devices requiring backup, Customer must ensure proper network/server(s) configuration and uptime/availability of all such devices. Cohere disclaims any responsibility for failing to backup any device and/or server if any such device and/or server is, for any reason, unavailable or inaccessible to Cohere during any back-up process.

Customer agrees and acknowledges that periodic scheduled maintenance may be required by Cohere and backup will not be performed during any Cohere maintenance window. Cohere will use commercially reasonable efforts to advise Customer of scheduled maintenance which could affect Cohere's backup service.