Level 1 Data Haven Services

Provided by Five Rings, in association with TetraDyn Ltd.
employing technology from **iBank**, powered by ***Kerberos-Ω***

Basic Service Provisions

Clients establish accounts for data storage and management services. An account is established for a single owner-entity, with assignment, for access and decision-making authority regarding account contents (data owned by client), given to one and at most two individuals who are thus considered to be account representatives (agents). An account agent full access to the data managed for the client within the account. Typically, the client and the agent are one and the same person.

An account provides the right to use the data haven services, according to the specified terms and rates as described below. Client and agent(s) must provide satisfactory documentation meeting the service provider's requirements with respect to identity although mechanisms in the system allow for preservation of privacy. The client is provided one userid for each authorized agent-representative and one password for each userid. These are the primary means by which agents gain access to their accounts for conducting transactions.

All costs beyond opening an account are based in terms of volume of data and frequency of usage of the data access. Establishing an account requires payment of a setup fee in the amount of $60.00 USD at time of opening and a deposit of $100.00 USD in a non-interest bearing account reserved for payments of recurrent and special fees. Such payments are periodically charged against this account and the client must maintain a positive balance in the account in order to continue use of account privileges.

Transactions consist of data deposits, data accesses and data closures. A <u>deposit</u> consists of providing a data object for secure storage. A data object consists of one file or one folder (with one or more files contained within it), sent by email or through a physical medium of electronic digital storage (e.g., a flash card/drive, CD, DVD, etc.), by the client to the service provider. An <u>access</u> consists of the client obtaining in electronic form, by email or other means, a data object that has been previously stored but without deletion of the data that is thus stored. A <u>closure</u> consists of the permanent deletion of a data object, with or without a final retrieval of the data contents.

All data is provided by the client in ready-to-store encrypted form along with additional meta-data including instructions for additional security controls and processes. The latter may consist of additional encryption and other forms of protection for the data object. The service provider may under terms of the account contract conduct additional technical work for the client, such as additional data encryption, but he basic method by which clients use the service is simply to store and retrieve data objects. Unencrypted data may be stored, but the client bears all risk for loss of privacy as the service provider ensures no absolute guarantee regarding data access by unauthorized or undesired persons, as such is not a claim that can be made by any data haven service provider.

Service Rates and Special Terms

Rates and Fees

There are four types of fees that are charged for account management services.

1. Annual account management and maintenance – a flat fee of $120.00 USD

2. Per-transaction fees: $2.00 per deposit, access or closure.

3. Per-volume fees per deposit:

- For data objects < 100MB in total size, $1.00 per 10MB increment, per data object
- For data objects > 100MB and < 1GB in total size, $8.00 per 100MB increment, per data object
- For data objects > 1GB and < 10GB in total size, $5.00 per 100MB increment, per data object
- For data objects > 10GB in total size, each matter will require negotiation with the service provider but accommodations can be made for data objects of at least 1TB in size.

4. Special information processing services such as additional encryption, multiple backup procedures and multiple-site storage, and other technical services. These are all handled through a consulting arrangement and on a negotiated basis.

Terms, Rules and Other Regulations

The service provider reserves the right to refuse business to any prospective client.

Clients may not store data that is known to contain information that does not qualify under the service provider's standards of ethics, morals and legality or where the service provider has reasonable grounds to believe that the intended use of stored data is for illicit or illegal activities.

The service provider reserves the right to demand the closure (permanent deletion) of any given data object (without necessarily implying the termination of an entire account for a given client).

Clients must maintain and update methods by which the service provider can contact the account agent(s).

If an account is in arrears over payments, the service provider reserves the right to refuse access to stored data in the account.

The service provider will maintain all reasonable efforts to maintain integrity and privacy of a client's data but without liability in cases of non-negligent or unavoidable catastrophes or other losses.

Clients in good standing have full and unlimited access to their stored data and may perform their own selected procedures for encryption and individual data object security.

Contact for further information: info@tetradyn.com

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