



Computing Technologies

Off-Site Backup Services Terms and Conditions

1. Term of Agreement

You subscribe for 12 months (the "Initial Term") of Basic Service [unless cancelled per Section 4].

The Initial Term commences the date of this Agreement.

Your Service will automatically be renewed for an additional 12 month period unless a Termination Notice is sent to backup@comptechweb.com 30 days prior to the end of the current period. This Termination Notice should include: company name, contact name, server name, telephone #, address and requested termination date.

2. Service Fees

All charges for the Service under this Agreement shall be as specified in the pricing schedule. The fee for the Service Plan You selected shall remain fixed for the Initial Term. Service renewals will be priced out using the Service Plan and fees in effect at the date of the service renewal. You will be provided with sixty (60) days' advance notice of any changes. Charges for Supplemental Service Options may be changed at any time upon sixty (60) days' written notice, unless otherwise provided herein.

3. Payments

Payment terms are net fifteen (15) days from invoice date. Any amount not paid when due will bear late charges at the rate of one and one-quarter percent (1.25%) per month compounded on a daily basis from the date due until the date paid. You shall be liable for all expenses incurred in collecting charges that are in arrears, including reasonable attorneys' fees.

If You fail to pay the charges of Computing Technologies for a period of forty-five (45) days after the date of the invoice, Computing Technologies may, after giving ten (10) business days notice, at its option (a) cease providing the Service and/or (b) refuse requests to restore Your data. If You are in arrears for a period of three (3) months or longer, Computing Technologies may, after providing ten (10) days prior notice by email delete the data transmitted to it by You. IN THE EVENT COMPUTING TECHNOLOGIES TRUST TAKES ANY ACTION PURSUANT TO THIS SECTION, IT SHALL HAVE NO LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU. Nothing herein shall preclude Computing Technologies from pursuing other remedies authorized by statute or otherwise.

4. Cancellation Rights and Charges

You may cancel the Service within the first 30 days of the commencement of the Initial Term (the "Cancellation Rights Period") without incurring any Basic Service Fees, Activation Fees or Early Termination Fees. Otherwise, if Service is cancelled before the end of its term, You shall pay, as liquidated damages to Computing Technologies, Early Termination Fees equal to 50% of the Base Plan Cost times the number of full or partial months remaining in Your term, and the parties hereby agree and acknowledge that such Early Termination Damages are reasonable in light of the fact that Computing Technologies damages may be difficult to fix with precision and explicitly apply to all contracts, including multi-year contracts.

The Cancellation Notice should be sent to backup@comptechweb.com and should include company name, contact name, server name, telephone #, address and requested cancellation date. Early Termination Fees will be due and payable upon receipt of invoice.

5. Limited Warranty

Computing Technologies warrants that, once the Initial Backup has successfully completed, the Service provided by Computing Technologies will conform to the specifications set forth in the applicable Service Level Agreement for the Retention Period selected.

EXCEPT FOR THIS WARRANTY, COMPUTING TECHNOLOGIES AND ITS LICENSORS DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE.

This limited warranty gives You specific legal rights, and You may also have other rights, which vary from jurisdiction to jurisdiction. If You believe that the Service does not conform to the warranty described above, contact Customer Service. Computing Technologies exclusive liability and Your sole remedy for breach of this limited warranty shall be either reperformance of the specific service component which failed free of charge or, at Your sole discretion, refund of any fees paid by You for the period in which the specific service component failed to conform to this limited warranty. Some jurisdictions do not allow the exclusion or limitation of relief, incidental or consequential damages, so the above limitation or exclusion may not apply to You.

6. Limitation Of Liability

COMPUTING TECHNOLOGIES' AND ITS LICENSOR'S CUMULATIVE LIABILITY TO YOU AND ALL OTHER PARTIES FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICE OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICE SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU DURING THE PERIOD OF THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED OR THE PRORATA EQUIVALENT IF YOU HAVE PURCHASED AN ANNUAL PLAN. COMPUTING TECHNOLOGIES AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR ANY DATA SUPPLIED THEREWITH OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICE, EVEN IF COMPUTING TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of special, incidental, consequential, indirect or exemplary damages, or the limitation of liability to specified amounts, so the above limitation or exclusion may not apply to You.

7. Other

7.1 Acts Beyond Computing Technologies' Control

Computing Technologies shall not be deemed to be in breach of this Agreement if its obligations are delayed or prevented by any reason of any act of God, war, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of Your agents or Your third party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

7.2 Notice of Claim and Filing of Suit

You must present any claim in writing to Computing Technologies within a reasonable time, and in no event longer than sixty (60) days after the event for which the claim is presented. No action may be maintained against Computing Technologies for loss, damage or destruction of data transmitted, unless timely written claim has been given as provided above, and unless such action is commenced within nine (9) months after the date on which such written claim delivered in accordance with the foregoing, has been received by Computing Technologies.

7.3 Ownership Warranty

You warrant that You are the owner or legal custodian of the data transmitted to Computing Technologies pursuant to the terms of this Agreement and that You have full authority to transmit said data and direct its disposition in accordance with the terms of this Agreement.

7.4 Confidentiality

"Confidential Information" means any information (without regard to the medium on which such information may be recorded, whether written, visual, audio, graphic, computerized or otherwise) concerning or relating to Your property, business and

affairs and specifically includes data transmitted from any Protected Server to Computing Technologies Servers. Confidential Information shall be held in confidence by Computing Technologies and shall be used only for the purposes provided for in this Agreement. Computing Technologies shall use the same degree of care to safeguard Your Confidential Information as it utilizes to safeguard its own Confidential Information. Computing Technologies may comply with any subpoena or similar order related to data on the server located within a Computing Technologies authorized facility, provided that Computing Technologies notifies You promptly upon receipt thereof, unless such notice is prohibited by law. You shall pay Computing Technologies reasonable charges for such compliance.

7.5 Indemnification

You agree to fully indemnify and hold harmless Computing Technologies and its employees and agents for any liability, cost or expense (including litigation expenses and reasonable attorneys' fees) arising out of (i) Computing Technologies possession of Your data, or (ii) Your breach of the terms and conditions of this Agreement.

7.6 Modification; Authority; Assignment

Computing Technologies may modify any aspect of this Agreement or the applicable Service Level Agreement upon 30 days prior notice. Should You wish to terminate the Service as a result of such modification, you may do so by sending a Termination Notice to backup@compotechweb.com any time prior to the effective date of such modification; no Early Termination Fees will apply. Otherwise such modification will remain in effect for the remaining Term. You acknowledge that you have the authority to enter in to this Agreement on behalf of your company and that you may authorize other individuals to purchase additional services. This Agreement binds any of Your authorized users, as well as your heirs, executors, successors, and assigns and cannot be changed orally. As a condition precedent to Your installation of the Software Agent, You must elect to accept the Software License Agreement and Service Level Agreement. In the event You elect not to accept such agreements, this Agreement shall automatically terminate without further action or notice and without liability to any party. CUSTOMER IS ADVISED TO CAREFULLY REVIEW THE SERVICE LEVEL AGREEMENT FOR IMPORTANT INFORMATION REGARDING SERVICE REQUIREMENTS, USAGE RESTRICTIONS AND SUPPORT FUNCTIONS RELATING TO THE SERVICE. You shall also be responsible for complying with, and/or acknowledging, any "terms of use" and "privacy policy" posted on the Service's web site. This Agreement may not be assigned by You (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of Computing Technologies, which shall not be unreasonably withheld or delayed. This Agreement may be terminated and/or assigned by Computing Technologies to any authorized provider of the Service by giving 30 day notice to You.

7.7 Governing Law; Jurisdiction

This Agreement is governed by the laws of the State of Mississippi, excluding its conflicts of laws principles. You hereby submit to the exclusive jurisdiction of the federal and state courts of the State of Mississippi; provided, however, that Computing Technologies shall have the right to institute judicial proceedings against You or anyone acting by, through or under You, in other jurisdictions in order to enforce Computing Technologies' rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief. Each party hereby irrevocably waives any and all rights to a jury trial and any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding relating to this Agreement in New Albany, Mississippi and further irrevocably waives any claim that New Albany, Mississippi is not a convenient forum for any such suit, action or proceeding.

7.8 General

This Agreement and any supplemental agreements with respect to the Service constitute the entire understanding between Computing Technologies and You with respect to subject matter hereof. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by Computing Technologies in writing. You shall be responsible for and shall pay, and shall reimburse Computing Technologies on request if Computing Technologies is required to pay, any sales, use, value-added or other tax (excluding any tax that is based on Computing Technologies' net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Service.

8.0 Restoration Process

You have the ability to restore file(s) from the backup files at any point during the retention period. This contract includes Computing Technologies to come on site and restore files one time during the duration of each contract. Any time in addition to this may be billed at our standard support service rates.

9.0 Pricing Schedule

Description	Billing Option (Billed in Advance)	Price	Initial Accept. **
One Time Setup & Licensing Fee	One Time Fee	\$100.00	
0 GB to 1 GB of Data	Monthly (7 Day Retention)	\$29.95	
0 GB to 1 GB of Data	Annual * (7 Day Retention)	\$329.95	
0 GB to 1 GB of Data	Monthly (14 Day Retention)	\$44.95	
0 GB to 1 GB of Data	Annual * (14 Day Retention)	\$494.95	
1 GB to 2 GB of Data	Monthly (7 Day Retention)	\$59.95	
1 GB to 2 GB of Data	Annual * (7 Day Retention)	\$659.95	
1 GB to 2 GB of Data	Monthly (14 Day Retention)	\$89.95	
1 GB to 2 GB of Data	Annual * (14 Day Retention)	\$989.95	
2 GB to 4 GB of Data	Monthly (7 Day Retention)	\$89.95	
2 GB to 4 GB of Data	Annual * (7 Day Retention)	\$989.95	
2 GB to 4 GB of Data	Monthly (14 Day Retention)	\$134.95	
2 GB to 4 GB of Data	Annual * (14 Day Retention)	\$1484.95	
Over 4 GB of Data	Specify		

* Denotes a 1 month discount for paying 1 year in advance.

** Please be sure to initial the package you are agreeing to.

Company Name: _____

Company Address: _____

Company Phone: _____

Company Email: _____

Print Name: _____

Signature: _____

Date: _____