

## **ANALOGIX REMOTE BACKUP SOFTWARE TERMS AND CONDITIONS**

**BACKUP SERVICE:** The Provider agrees to offer to provide an initial full backup of the Clients computer(s) DATA FILES ONLY, NO PROGRAM FILES, and then provide partial backups of the clients DATA FILES ONLY, NO PROGRAM FILES, when requested by the Client. The Provider will store these data files for the Client for at least one (1) year. Upon the request of the Client, the Provider will locate and transfer these files to the Client's computer, within 48 hours. The Client, at an additional charge may also request emergency service, within 4 hours. If the Client declines The Provider's offer to provide a full backup of DATA FILES ONLY, NO PROGRAM FILES, the Client understands that it is the Client's responsibility to do so.

**EXCLUSIVE REMEDY:** Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of the Provider to perform its responsibilities under any contract. The Client does not desire any contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences, or consequences there from; which the service is designed to deter or avert. In the event The Provider should be found liable for loss, damage or injury due to a failure of the equipment or services provided under an Agreement or the equipment in any respect, its liability shall be limited to \$250.00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages is the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of the Provider from negligence, active or otherwise, of ANALOGIX PTY LTD, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by the Client and to fix liability of the Provider at a specific sum of \$250.00. If the Client desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense.

**INCREASES IN SERVICE FEES:** Notwithstanding the terms and conditions set forth herein, the Provider may, at any time, increase the fees and charges upon giving the Client 30 days notice in writing. In event the Client shall be unwilling to pay the increased monthly charge, the Client may terminate any Agreement upon giving notice in writing to the Provider. Failure to notify the Provider will constitute the Client's consent to the increase and all other terms and conditions of any Agreement shall remain in full force and effect.

**COMMUNICATIONS CIRCUITS:** The Client is responsible for the cost and maintenance of all telephone or other communication circuits required for dutiful transmission and system access. All data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of the Provider and are maintained by the Communications Company. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach the Provider facility or equipment. The Provider cannot be responsible for the continued operation or neither functioning of these communication circuits nor the reliability of the data files being received over them.

**DEFAULT AND TERMINATION:** An Agreement may be terminated by either party; provided 30 days written notice is given and all fees due are paid. The Client's data will be held for a further 30 days, at which time they will be removed from our servers.

**WARRANTY OF CLIENT:** The individual signing an Agreement for the Client warrants that he has the authority to sign this Agreement and permit the installation of the systems described herein, as well as the authority to contract for the services provided herein.

**PASSWORD SECURITY:** It is the FULL responsibility of the Client to write down the password/key that the Client chose during initial installation of service. The Provider will not be held responsible of loss of password and does NOT maintain client passwords. The Client understands that without the password, the encrypted stored data cannot be retrieved and shall not hold the Provider responsible in any way for any losses of any kind whatsoever.