



DATA VAULT SERVICES AGREEMENT

REQUEST TAKEN BY	DATE & TIME TAKEN	EMPLOYEE ASSIGNED	DATE ASSIGNED	DATE & TIME STARTED	FORM NUMBER HERE
SUBSCRIBER NAME				CONTACT NAME	
BILLING ADDRESS			SHIPPING ADDRESS		
<input type="checkbox"/> STANDARD SERVICE <input type="checkbox"/> CUSTOM SERVICE					
NOTE	PHONE	FAX	E-MAIL		

BACKUP PLAN DETAILS

- PLAN - A SUBSCRIBER MAY STORE UP TO 20GB (COMPRESSED) \$50.00 PER MONTH*
- PLAN - B SUBSCRIBER MAY STORE UP TO 50GB (COMPRESSED) \$75.00 PER MONTH*
- PLAN - C SUBSCRIBER MAY STORE UP TO 100GB (COMPRESSED) \$100.00 PER MONTH*
- PLAN - D SUBSCRIBER MAY STORE UP TO 150GB (COMPRESSED) \$125.00 PER MONTH*
- CUSTOM SUBSCRIBER MAY STORE UP TO ____GB (COMPRESSED) \$_____ PER MONTH*
- SUBSCRIBER REQUESTS BACKUPS BE RETAINED FOR AN ADDITIONAL ____ DAYS FOR \$_____ PER MONTH*

THIS AGREEMENT SHALL BE IN EFFECT FOR ____ MONTHS

- SUBSCRIBER AGREES TO PAY IN FULL, IN ADVANCE, FOR THE DURATION OF THIS AGREEMENT FOR \$_____ DISCOUNT PER MONTH. THE EFFECTIVE MONTHLY FEE* FOR THE SELECTED PLAN WILL BE \$_____ PER MONTH FOR A TOTAL FEE* OF \$_____.

- ALL STANDARD PLANS INCLUDE ONE FULL BACKUP AND RECURRING BIT BACKUPS.
- ALL STANDARD PLANS INCLUDE 30 DAY RETENTION PERIOD.
- ALL STANDARD PLANS WILL BE ASSESSED A ONE TIME \$200 SETUP FEE* WHICH COVERS UP TO 2 HOURS OF SERVICE TIME TO COMPLETE THE FOLLOWING SERVICES:
 - SERVER-SIDE ACCOUNT SETUP
 - CLIENT SOFTWARE INSTALLATION AND CONFIGURATION (CLIENT SOFTWARE INCLUDED)
 - ASSISTING SUBSCRIBER IN IDENTIFYING APPROPRIATE FILES FOR BACKUP
 - PERFORMING OR ASSISTING SUBSCRIBER WITH INITIAL ON-SITE BACKUP
 - RESTORATION OF ON-SITE BACKUP DATA TO LOGICAL OPERATORS' STORAGE SYSTEMS.

ADDITIONAL SERVICE TIME, AS REQUIRED/REQUESTED, TO BE BILLED AT THE NORMAL SERVICE RATE INDICATED BELOW.

* ALL PRICES AND/OR FEES ARE SUBJECT TO ALL APPLICABLE TAXES, INCLUDING WV STATE SALES TAX.

SECURITY KEY AND/OR PASSWORD MAINTENANCE REQUEST

- I HEREBY REQUEST AND AUTHORIZE LOGICAL OPERATORS, INC. TO MAINTAIN A SECURE COPY OF MY SECURITY KEY AND PASSWORD AT LOGICAL OPERATORS, INC. FACILITIES, SUBJECT TO THE TERMS AND CONDITIONS AS SPECIFIED IN SECTION 13 ON THE BACK OF THIS FORM.

X _____ **Date:** _____

Printed Name: _____

CONFIRMATION OF RECEIPT AND/OR COMPLETION

DETAIL OF CHARGES		TOTALS	PAYMENT RECEIVED	
Travel	Time Billed: _____ Minutes at a Rate of \$48. ⁰⁰ Per Hour:		Amt Received:	
Plan	First Month Plan Fee or Total Fee if Paying in Advance (above):		Form:	<input type="checkbox"/> CASH <input type="checkbox"/> CHK <input type="checkbox"/> MC <input type="checkbox"/> VISA
Setup	One Time Setup Fee:		Check / Acct #:	
Service	Time Billed: _____ Man-Hours at a Rate of _____ Per Hour:		Exp Date:	
	Subtotal:		Name on Card:	
	<input type="checkbox"/> TAX EXEMPT WV Sales Tax:			
	Total:			

NOTES / SPECIAL INSTRUCTIONS TO SUBSCRIBER:

I hereby agree to subscribe to the backup service as detailed above. I have read and understand any and all notes/instructions provided to me above. I understand and agree to all terms and conditions of this agreement as detailed on the back of this form.

X _____ **Date:** _____

Printed Name: _____

TERMS AND CONDITIONS

This agreement is made between Logical Operators, Inc., a West Virginia corporation (herein referred to as "LOI") and the customer identified on the front of this document (herein referred to as "SUBSCRIBER").

1. DATA BACKUP SERVICE: LOI will provide to SUBSCRIBER an automated, Internet-based service via which SUBSCRIBER may store and retrieve data files onto/from computer equipment provided by LOI, such equipment to be physically located in a location to be secured and protected by LOI. LOI will store SUBSCRIBER's data files, in an encrypted state, for the SUBSCRIBER for the term of this Agreement.

LOI will provide backup software for SUBSCRIBER's computer system(s) that will perform automatic, incremental backups of SUBSCRIBER's data files for the term of this Agreement. LOI may either: 1) perform a single initial installation and configuration of the backup software for SUBSCRIBER for no additional charge – or – 2) provide the backup software to SUBSCRIBER and offer a single instance of telephone or other remote support for installation and configuration of the software for no additional charge. Any subsequent reinstallations and/or reconfigurations of the backup software will be subject to LOI's then-current standard service fees.

SUBSCRIBER understands and agrees that the backup software will backup program files and program settings, but, in the event of a disaster, application programs commonly have to be reinstalled from the original program media before those applications will function properly. After performing such reinstallation, program settings and customizations may be restored from backup files created by the backup software.

If it is determined by LOI that SUBSCRIBER has a large amount of data which warrants an initial, on-site, full backup for the purpose of obtaining an initial baseline backup in a reasonable and customary amount of time, then LOI will perform an initial, on-site, full backup of SUBSCRIBER's data files. If SUBSCRIBER declines LOI's offer to provide an initial, on-site, full backup of data files, SUBSCRIBER understands and agrees that it is SUBSCRIBER'S responsibility to perform this operation and provide to LOI the physical media on which the initial backups are stored prior to the online use of the backup service.

SUBSCRIBER understands and agrees that the backup service offered under this Agreement only works with the backup software provided to SUBSCRIBER by LOI specifically for this service. SUBSCRIBER understands and agrees that the backup software may not be copied or reproduced in any manner. This Agreement provides SUBSCRIBER with a single client license to install and execute the backup software on a single computing device. The backup software provided by LOI remains the property of LOI at all times.

2. DATA RESTORE SERVICE: SUBSCRIBER's encrypted data files will remain available to SUBSCRIBER, via the Internet, for transfer to SUBSCRIBER's computer system(s). SUBSCRIBER must initiate this transfer via the provided software as needed. Upon request of SUBSCRIBER, LOI will locate and transfer (restore) these files to SUBSCRIBER's computer system(s), on behalf of SUBSCRIBER, or will assist SUBSCRIBER in doing so within two (2) business days. Data restoration performed by SUBSCRIBER via the provided software without the involvement of LOI is provided at no additional charge under the terms of this Agreement. Any involvement of LOI for the purposes of data restoration will be subject to LOI's then-current standard service fees.

SUBSCRIBER may request emergency restoration service during which LOI will locate and transfer (restore) requested files to SUBSCRIBER's computer system(s), on behalf of SUBSCRIBER, or will assist SUBSCRIBER in doing so within six (6) hours. Any emergency restoration services involving LOI will be subject to an amount of one and one-half (1 ½) times LOI's then-current standard service fees.

3. TERM OF AGREEMENT: Backup and restore services as described above shall be bound by this Agreement.

This Agreement shall remain in force for the agreed-upon period as stated on the front of this document starting on the date of this Agreement. Any cancellation of this Agreement by SUBSCRIBER prior to the expiration of the term will be subject to the payment of any and all unpaid service fees for the remaining duration of the term under the conditions of this Agreement.

This Agreement provides SUBSCRIBER with a stated amount of compressed storage as indicated on the front of this document. If, during the term of this agreement, SUBSCRIBER's storage requirements exceed the stated compressed storage limit, LOI will notify SUBSCRIBER in writing. SUBSCRIBER will have 10 business days from the date the notification is mailed to either 1) reduce the amount of stored data to remain at or below the stated storage limit or 2) begin paying the next higher Plan fee that will satisfy SUBSCRIBER's new compressed data storage requirements. If LOI doesn't offer an advertised Plan large enough for SUBSCRIBER's needs, LOI will negotiate a new Agreement with SUBSCRIBER with a larger storage limit at a per-gigabyte price not to exceed SUBSCRIBER's current per-gigabyte cost. If SUBSCRIBER changes billing Plans prior to the termination of this Agreement and SUBSCRIBER has prepaid under the terms of an existing Plan, SUBSCRIBER will be invoiced for the difference between the new Plan and the old Plan.

This Agreement will automatically be renewed at the end of the term, for an identical term, at LOI's then-current rates for backup services. In the event of automatic renewal, SUBSCRIBER agrees to continue paying the agreed-upon rate subject to any rate increases as specified in this Agreement. Either party must notify the other, in writing, of the intent to cancel automatic renewal prior to the renewal date.

All products and/or services not specifically quoted or included herein will be subject to LOI's then-current standard service fees at the time of delivery and/or service.

4. LIMITATION OF WARRANTY LIABILITY: The backup software provided under this Agreement is provided as-is. In the rare event a defect in material or workmanship of the backup software is found to exist, LOI will work with the software producer to resolve such issue and provide repaired/updated backup software to the SUBSCRIBER as quickly as possible.

SUBSCRIBER's remedies are limited to LOI obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth below. This warranty extends only to SUBSCRIBER. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

LOI has not made and makes no guarantee or warranty, including implied warranty of merchantability or fitness, that the system or services supplied will avert, avoid or prevent the loss of data or information or the consequences therefrom, which the system or service is designed to provide. SUBSCRIBER agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not included in writing in this Agreement shall not be binding upon either party. SUBSCRIBER assumes all risk for loss or damage to SUBSCRIBER's systems and data files except as specified herein.

5. EXCLUSIVE REMEDY: SUBSCRIBER does not desire this Agreement to provide full liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event LOI should be found liable for loss, damage or injury due to a failure of the systems or services provided under this Agreement or SUBSCRIBER's equipment in any respect, its liability shall be limited to \$100.00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages are the exclusive remedy for any failure of systems or services, 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 LOI from negligence, active or otherwise, of LOI, 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 SUBSCRIBER and to fix liability of LOI at a specific sum of \$100.00. If SUBSCRIBER desires additional liability coverage, it shall be SUBSCRIBER's responsibility to secure it from an insurance carrier or other agency of SUBSCRIBER's choice, at SUBSCRIBER's own expense. SUBSCRIBER shall bring no suit against LOI more than one (1) year after the accrual of the cause of action therefrom.

6. ALTERATIONS TO BACKUP SOFTWARE OR SYSTEM CONFIGURATION: SUBSCRIBER understands and agrees that changes to the configuration of the backup software provided under this Agreement or to SUBSCRIBER's computer system(s) may cause changes in performance of the backup service, system performance, and/or fees charged. SUBSCRIBER agrees to take full responsibility for the results of any such changes made to the backup software configuration by SUBSCRIBER.

7. NOTICE OF LOI SYSTEM DOWNTIME: LOI will make every effort to ensure its systems are continuously available for the purposes of providing remote backup services. In the event LOI must make its system unavailable for system maintenance, upgrades, etc., LOI will attempt to notify the SUBSCRIBER via e-mail of such scheduled maintenance at least 24 hours in advance.

8. INCREASES IN SERVICE FEES: Notwithstanding the terms and conditions set forth herein, LOI may, at any time, increase or decrease the fees and charges for backup services, upon providing written notice to the SUBSCRIBER. The new fees and charges will become effective upon this Agreement's renewal date. In the event SUBSCRIBER shall be unwilling to pay the new fees and charges, SUBSCRIBER must terminate this Agreement subject to the "TERM OF AGREEMENT" section of this Agreement. Failure to notify LOI will constitute SUBSCRIBER's consent to the new fees and all other terms and conditions of the Agreement shall remain in full force and effect.

9. TERMS OF PAYMENT AND COLLECTION: Monthly invoices will be submitted by LOI to SUBSCRIBER at the start of each month's service and are due upon receipt. Optionally, SUBSCRIBER may agree to pay in advance for the full subscription term in exchange for an agreed-upon discount.

SUBSCRIBER agrees to promptly remit payment for the total of all backup services and/or products received under this Agreement. SUBSCRIBER is responsible for the payment of any applicable taxes and/or tariffs levied upon purchases or the usage of products or services purchased under this Agreement. Unless otherwise quoted in writing, charges for backup services and/or products do NOT include sales tax, shipping, delivery, installation, configuration, or maintenance fees. A twenty-five dollar (\$25.00 US) service charge will be applied for any returned SUBSCRIBER checks. In the event that a method of payment does not satisfy all charges, the remaining balance plus any fees incurred by LOI during collection attempts will be invoiced to SUBSCRIBER as a credit purchase with credit extended by LOI to SUBSCRIBER. For credit purchases, a 1.5% late-payment fee will be applied each month to the outstanding balance of any amount remaining unpaid after the initial time limit extended for credit, which begins with the final delivery date of products and/or services. Failure to remit full payment for any invoice may result in our refusal to provide additional service, maintenance, or warranty coverage for any products and/or services for which LOI has not received full payment. Furthermore, failure to remit full payment may result in our refusal to provide additional service or maintenance for any of the products and/or services provided to SUBSCRIBER at any of SUBSCRIBER's locations. In the event that LOI must seek collection assistance and/or legal assistance to obtain payment, SUBSCRIBER agrees to bear all collection costs and/or legal fees necessary to collect said payment.

All payments are subject to these terms and conditions.

10. COMMUNICATIONS CIRCUITS: SUBSCRIBER is responsible for the cost and maintenance of an Internet access connection, at SUBSCRIBER's facilities, required for dutiful transmission of the backup files. SUBSCRIBER understands and agrees that all data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of LOI and are maintained by the communications company. If these communication circuits are not functional or are unreliable for any reason, the data files may not accurately or completely reach LOI's facility or equipment. LOI cannot be responsible for the continued operation or functioning of these communication circuits nor the reliability of the data files received over them.

11. DEFAULT AND TERMINATION: This Agreement may be terminated by either party for breach of contract of the other party, provided written notice of such breach is given and such breach is not cured within thirty (30) days of receipt of such notice. Upon the curing of such breach of contract, the party claiming such breach shall give written notice that the breach has been cured and that the Agreement continues in full force and duration. This Agreement may also be terminated upon notice of LOI, in the event LOI computer equipment, communication circuits, or other equipment are destroyed by fire, other catastrophe, or by any other means or is so substantially damaged that it is impractical to continue the service to the SUBSCRIBER. This Agreement may also be temporarily suspended upon written notice of the SUBSCRIBER that the system of the SUBSCRIBER has been destroyed or damaged by fire or other catastrophe and that the system must be replaced or repaired. The Agreement shall resume upon repair or replacement of SUBSCRIBER's system(s).

12. WARRANTY OF SUBSCRIBER: The individual signing this Agreement on behalf of SUBSCRIBER warrants that he/she has the authority to sign this Agreement and permit the installation of software systems described herein, as well as the authority to contract for the services provided herein.

13. PASSWORD SECURITY: It is the FULL responsibility of SUBSCRIBER to maintain a copy of the software system security key and/or password SUBSCRIBER chose during initial installation of the backup software. LOI will not be held responsible for loss of security key and/or password and does NOT maintain client keys or passwords. SUBSCRIBER understands and agrees that without the security key and/or password, the encrypted data files cannot be retrieved or restored and shall not hold LOI responsible, in any way, for loss of data or inability to retrieve or restore encrypted data files resulting from security key and/or password loss.

Optionally, only at SUBSCRIBER's written request, LOI will maintain and secure a copy of the SUBSCRIBER's security key and/or password at LOI's facilities as a courtesy to SUBSCRIBER. SUBSCRIBER understands and agrees that LOI will only access and/or use SUBSCRIBER's security key and/or password for purposes of data file retrieval and/or restoration onto SUBSCRIBER's computer system(s) upon written request by SUBSCRIBER.

14. COMPLETE AGREEMENT: This document, along with the details specified on the front of this document and with any specified addenda, is a complete Agreement. Any representation, promise, condition, inducement or warranty, express or implied, verbal or written, unless expressed in writing in this Agreement or any Addendum thereto, shall not bind either party and the terms and conditions hereof apply as printed without alteration or qualification except as specifically endorsed thereon in writing. A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect.

SUBSCRIBER'S SIGNATURE ON THE FRONT OF THIS DOCUMENT CONSTITUTES
SUBSCRIBER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.