



## Strong Box Data Backup User License Terms and Conditions

The remote backup software and services provided by Global Telecom Brokers ("GTB") for the customer will be provided under the following terms and conditions:

GTB agrees to provide customer with an online off-site data backup service (the "service"). Customer will be able to store computer data on GTB servers and restore the data when needed. Pricing is in accordance with the pricing outlined in the Strong Box Service Agreement, which may be updated from time to time.

GTB shall supply customer with all necessary backup "software" and instructions for installation and set-up of back-up system. Customer shall have a qualified person install the software and set up the backup system. Any problems with the software or service should be reported to GTB.

Subject to the terms and conditions of this Agreement, GTB grants customer a non-exclusive license to install and execute copies of the software (in executable code form only) on customer's computers, only for the purpose of accessing and using the service. This license is for three (3) computers of customer, with additional licenses available for a fee, as shown on the Pricing schedule. The software may not be copied or installed on unauthorized computers. This is a material term of this Agreement.

Customer is solely responsible for the conduct of its agents, employees and its data related to the service. Customer agree to indemnify, defend, and hold harmless GTB from any and all loss, cost, liability, and expense arising from or related to customer' s data, customer' s use of the service, or customer' s violation of this Agreement. The software and service are made available to customer for commercial use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. Any unauthorized use is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

Customer shall maintain adequate anti-virus software on its computers at all times. Customer assumes all risks associated with data or systems being corrupted or damaged by viruses, including the software. Customer acknowledges that any backup of data or other files containing a computer virus will be restored with the same virus, and customer is fully responsible for resulting problems or losses.

### DISCLAIMER OF WARRANTIES:

THE SOFTWARE AND SERVICE AND ANY THIRD PARTY SOFTWARE AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. GTB EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE OR SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER DOWNLOAD AND/OR USE THE SOFTWARE AND SERVICE, AND ALL THIRD PARTY SOFTWARE OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SOFTWARE OR SERVICE, AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SOFTWARE OR SERVICE



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AND SUCH THIRD PARTY SOFTWARE AND SERVICES.

### LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL GTB OR ITS SUPPLIERS, AGENTS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SOFTWARE OR SERVICE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF GTB AND ITS SUPPLIERS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, PAID BY CUSTOMER TO GTB FOR THE SOFTWARE AND SERVICES DURING ANY ONE YEAR PERIOD.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE OR SERVICE, FROM INABILITY TO USE THE SOFTWARE OR SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE OR SERVICE (INCLUDING SUCH DAMAGES INCURRED OR CAUSED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Customer represents and warrants that the software and service are not intended for use in connection with any nuclear, aviation, mass transit, or medical application or any other inherently dangerous application that could result in death, personal injury, catastrophic damage, or mass destruction, and customer agrees that GTB shall have no liability of any nature as a result of any such use of the software or service.

### ENCRYPTION KEY:

It is the FULL responsibility of customer to write down the encryption key and password presented in the installation of the service and store it in a safe and secure place or places. Customer is advised to maintain a paper copy of the encryption key in a fireproof safe if possible, and a copy at a safe location offsite. GTB will not be held responsible of loss of encryption key and does NOT maintain client keys. Customer understands that without the encryption key, user name and password, the encrypted stored data cannot be retrieved and customer shall not hold GTB responsible in any way for any losses of any kind whatsoever.

In the event of a data loss by customer, customer may request restored data to be sent on cd, DVD or other media. In such event, (a) customer shall designate delivery method in writing and shall be responsible for delivery charges, (b) customer must supply GTB with encryption key, and (c) data can only be delivered in unencrypted form on a cd or DVD, so customer specifically bears all risks associated with lost, damaged or stolen data due to third party actions or due to transfers to these forms of media. Prior to transfer of data in this manner, customer shall be required to sign a waiver, acknowledging and accepting the associated risks.

The term of this Agreement is selected by customer and is automatically renewable at the option of both parties for periods of the same length. The first such renewal period shall commence upon the date of expiration of the initial Agreement, unless either party shall notify the other in writing of the intent to cancel 30 days prior to the term is exhausted. In the event of renewal, the subscriber shall pay the same amounts as set forth on the Strong Box Service Agreement, subject to any updates hereafter.



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### Default:

This Agreement may be terminated by GTB for breach of the terms hereof (default), provided written notice of intent to terminate is given and the default which is the basis for such termination is not cured within thirty (30) days of receipt of such notice. In addition, all services may be suspended during the existence of any default, including without limitation non-payment. All fees are billed monthly and in advance. GTB fees will be based on data storage used at the end of the previous billing period. Storage is measured by units of Gigabytes with a minimum of 2 Gig and thereafter at 1 Gig Increments (see Strong Box Service Agreement).

In the event of default by customer, or the early termination of this Agreement for any reason, GTB shall be entitled to collect: 1) any balance due GTB for services rendered; 2) the amount of any unearned rebates or discounts applied to the account; 4) a sum equal to three (3) times the average monthly invoice for services rendered on this account. Additionally, if this account is referred to an attorney for collection, GTB shall be entitled to reimbursement for all costs incurred and a reasonable attorney's fee, which shall not be less than fifteen percent (15%) of the balance due to GTB.

All notices should be sent by certified mail to GTB, PO Box 568, Owings Mills, MD 21117. Customer shall provide a notice address to GTB.

This Agreement shall be binding customer, GTB and their respective successors and assigns. Customer may not assign this Agreement, without prior consent of GTB. Notwithstanding any permitted assignment, customer remains liable for any charges outstanding to GTB at the time of assignment.

This Agreement, including its terms, shall not be modified, changed or amended except in a separate written document duly executed by an authorized representative of both parties.

This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland, without giving effect to any conflict of laws and provisions that would require the application of the laws of any other jurisdiction.

This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the parties relating to the service.