



Remote Backup Service Agreement

Date: _____

Job Information *(for Flashback Data use only)*

Customer #: _____ Code Name: _____
VAR # (if applicable): _____

Customer Information

Name: _____ Company: _____
Address: _____ Suite/Apt#: _____
City: _____ State: _____ Zip Code: _____
Phone: _____
Fax: _____
E-mail Address: _____

Flashback Data, LLC.

4029 S. Capital of Texas Hwy.
Suite #224
Austin, TX 78704

info@flashbackdata.com
www.flashbackdata.com/remote-backup

Toll Free: 866.786.5700
Local: 512.301.5700
Fax: 512.301.0333

*24hrs/7days a week support

Feature and Benefits

Software:

- Runs on Windows-95, 98, NT, 2000, 2003, ME, and XP
- Easy Installation and Help
- Eliminates the Need for Expensive Backup Equipment and Media
- Managed Backup Servers Ensure Data Safety
- Automatic, Unattended Online Backups
- Secure - Up to 448-Bit Encryption
- Assists with HIPAA Compliance
- Extreme Compression - Up to 90%
- Automatic File Selection
- Easy, Quick Restores
- Keeps Multiple File Versions
- Point in Time Restores
- Network Support for Mapped Drives
- Configurable Retention Period

Facility:

- Approx. 780(+) above Sea Level
- Secure Facility & Equipment
- 24/7 Personnel Monitoring
- 3 Level Security System
- High speed Network
- Fire Suppression System

Equipment:

- Redundant RAID Systems
- Redundant Power Supplies
- Redundant Battery Backup
- Firewall
- 24/7 Monitoring



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Remote Backup Packages

Yearly Plans

- ☐ **A. Remote Backup Lite:**
1GB of data storage
\$149.99 / year for 1 year of service
\$14.99 / month for 1 year of service
- ☐ **B. Remote Backup Personal:**
3GB of data storage
\$299.99 / year for 1 year of service
\$29.99 / month for 1 year of service
- ☐ **C. Remote Backup Professional:**
5GB of data storage
\$449.99 / year for 1 year of service
\$44.99 / month for 1 year of service
- ☐ **D. Remote Backup Business:**
7GB of data storage
\$699.99 / year for 1 year of service
\$69.99 / month for 1 year of service

Monthly Plans

- ☐ **A. Remote Backup Lite:**
1GB of data storage
\$19.99 / month – month to month
- ☐ **B. Remote Backup Personal:**
3GB of data storage
\$34.99 / month – month to month
- ☐ **C. Remote Backup Professional:**
5GB of data storage
\$54.99 / month – month to month
- ☐ **D. Remote Backup Business:**
7GB of data storage
\$79.99 / month – month to month

QuickSave Option:

- ☐ Allows for faster initial data backup via QuickSave External Hard Drive. Saves time and bandwidth.
\$50 - One time shipping and handling fee. Includes return shipping label. Contact for information.

Select Payment Method

- ☐ Company Check #: _____
- ☐ VISA ☐ MasterCard
☐ American Express ☐ Discover

Credit Card Information:

Card Number: _____ Exp. Date (MM/YY): ____ / ____
Name: (as it appears on card) _____
Billing Address: ** _____
City: _____ State: _____ Zip: _____

***Billing Address is necessary to process card.*

- ☐ Please check the following if you would like Flashback Data to automatically charge your credit card on a monthly basis for the remainder of the agreement.

Monthly invoices will be sent on or near the 20th of the month for next month's service and is due upon receipt. Monthly payments must be made by the 10th of the following month and is subject to a 10% late fee. Service can be cut off for non-payment by the 10th of the following month.

The monthly amounts may be payable quarterly, in advance, for the period of this agreement, and any renewals of this agreement. Such taxes, if any, are payable by the Customer. All amounts are due within ten (10) days of invoice. All amounts not paid within ten (10) days will be charged a service fee of ten (10%) per month and/or a re-billing fee. In the event it shall become necessary for Flashback Data to institute legal proceedings or employ a collection agency to collect money due as part of this agreement, including service fees, the Customer shall also pay reasonable attorney or collection agency fees and expenses.



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Terms and Conditions

The services provided by Flashback Data, LLC. ("Flashback Data") for the Customer will be conducted under the following terms and conditions.

1. **BACKUP SERVICE:** Flashback Data agrees to offer to provide an initial full backup of the subscribers computer(s) DATA FILES ONLY, NO PROGRAM FILES, and then provide partial (incremental, differential) backups of the clients DATA FILES ONLY, NO PROGRAM FILES, when initiated by the Customer. Flashback Data will store these data files for the Customer for at least one (1) year.
2. The TERMS OF THIS SERVICE AGREEMENT is one year from the date of signing. This agreement shall be automatically renewable at the option of both parties for periods of the same length the first such renewal period to 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 above, subject to any increases in rates as specified in Section 5.
3. **LIMITATION OF WARRANTY LIABILITY:** Flashback Data warrants and represents that the equipment used to store the data will be free from defects in material and workmanship for a period of 90 days after installation. The obligation of Flashback Data under warranty is limited to the repair or replacement, at Flashback Data option, of a non-conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The Customers remedies are limited to Flashback Data obligations stated herein, subject to the "Exclusive Remedy" set forth in paragraph 4 herein. This warranty extends only to the Customer. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Flashback Data has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the services supplied will avert, avoid or prevent the loss of data or information or the consequences there from, which the service is designed to provide. Customer understands that the data is encrypted or otherwise unusable by Flashback Data, and agrees to hold Flashback Data harmless for any loss or harm to the condition of such data and releases Flashback Data of all liability for any claim for loss or damages to the data caused by efforts of Flashback Data to retrieve data, or otherwise. Customer represents that it is in lawful possession of all data made available to Flashback Data, and that possession of such property is not forbidden by any local, state or federal law. It is mutually understood and agreed that in executing this agreement, Customer is not relying on any advice or advertisement of Flashback Data. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not including in writing this agreement shall not be binding upon any "party". The Customer assumes all risk for loss or damage to the Customer's equipment and data files except as specified herein.
4. **ECLUSIVE 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 Flashback Data to perform its responsibilities under this contract. Customers does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences, consequences there from, which the service or system is designed to deter or avert. In the event Flashback Data should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this 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 Flashback Data from negligence, active or otherwise, Flashback Data, 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 Customer and to fix liability of Flashback Data at a specific sum of \$250.00. If Customer desires additional liability coverage, it shall be his/her responsibility to secure it from an insurance carrier or other agency of his choice, at his/her own expense. In the unlikely event that a dispute arises between Customer and Flashback Data, RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION.
5. **INCREASE IN SERVICE FEES:** Notwithstanding the terms and conditions set forth herein, after the expiration of the initial term of this agreement, Flashback Data may, at any time, increase the fees and charges upon giving the Customer notice in writing. In event Customer shall be unwilling to pay the increased monthly charges, the Customer may terminate this agreement upon giving notice in writing to Flashback Data. Failure to notify Flashback Data will constitute Customer consent to the increase and all other terms and conditions of the agreement shall remain in full force and effect. ANY OVERAGES by the customer will automatically default the customer to an additional Gigabyte of storage space at an additional rate of \$14.99 per Gigabyte a month to the contract rate in this agreement.



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6. **COMMUNICATION CIRCUITS:** Customer 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 Flashback Data 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 Flashback Data facility or equipment. Flashback Data cannot be responsible for the continued operations or neither functioning of these communication circuits nor the reliability of the data files being received over them.
7. **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 the agreement continues in full force and duration. This agreement may also be terminated upon notice of Flashback Data, in the event, Flashback Data's 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 Customer. This agreement may also be suspended upon written notice of the Customer that the system of the Customer 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 the Customer system.
8. **QUICKSAVE OPTION:** In selecting the QuickSave Option for initial data backup the customer is responsible for a fee of \$300 in the event that the Flashback Data QuickSave External Hard Drive and all accessories are not returned to Flashback Data within 30 days of receipt.
9. **WARRANTY OF SUBSCRIBER:** The individual signed this Agreement for the Customer warrants that he/she has the authority to sign this agreement and permit the installation of systems described herein, as well as the authority to contract for the services provided herein. Customer understands that Flashback Data may print Customer's Company Name in Flashback Data's marketing materials or website as a previous client while not disclosing any details related to work done in this agreement.
10. **COMPLETE AGREEMENT:** This document, with 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 the is Agreement, which shall remain in full force and effect.
11. **ENCRYPTION KEY:** **It is the FULL responsibility of Customer to write down the encryption key presented in the installation of service. Flashback Data will not be held responsible of loss of encryption key and does NOT maintain client keys. Customer understands that without the encryption key, the encrypted stored data can not be retrieved and shall not hold Flashback Data responsible in any way for any losses of any kind whatsoever.**

Customer has read and agrees to the aforementioned terms and conditions of this agreement.

Customer please, sign and date:

Client Name:

Signature:

Date:

(Signature authorizes evaluation fee charges if credit card is the selected form of payment)