

## DEEPBLUE BACKUP TERMS AND CONDITIONS

IMPORTANT – READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PROCEEDING WITH THE DOWNLOADING AND/OR INSTALLATION OF THIS SOFTWARE PRODUCT. THIS IS THE END USER SOFTWARE LICENSE AND SERVICES AGREEMENT THAT YOU ARE REQUIRED TO ACCEPT BEFORE DOWNLOADING, INSTALLING AND/OR USING DEEPBLUE BACKUP SOFTWARE OR ACCESSING ANY SERVICES. YOU ARE NOT PERMITTED TO DOWNLOAD AND/OR INSTALL THIS SOFTWARE PRODUCT OR ACCESS ANY SERVICE UNTIL YOU HAVE AGREED TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS END USER SOFTWARE LICENSE AND SERVICES AGREEMENT. BY SELECTING THE “I AGREE” OPTION AND SELECTING “ACTIVATE ACCOUNT”, THEN DOWNLOADING THE SOFTWARE PRODUCT, INSTALLING THE SOFTWARE OR OTHERWISE ACCESSING ANY SERVICE OR BY SELECTING THE “I AGREE” OPTION AND ACCESSING ANY SERVICE, YOU CONSENT TO BE BOUND BY AND ARE A PARTY TO THIS END USER SOFTWARE LICENSE AND SERVICES AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS END USER SOFTWARE LICENSE AND SERVICES AGREEMENT OR DO NOT RECEIVE ANY ACTIVATION LINK, DO NOT DOWNLOAD OR INSTALL THE SOFTWARE PRODUCT OR ACCESS ANY SERVICE, AND DO NOT PROCEED TO CLICK THE “ACTIVATE ACCOUNT” BUTTON. THIS AGREEMENT IS ENTERED INTO BY DEEPBLUE BACKUP CARRYING ON BUSINESS AS DEEPBLUE BACKUP (“DEEPBLUE BACKUP”) AND YOU AS END USER OF THE SOFTWARE PRODUCT AND/OR ANY SERVICES OFFERED BY DEEPBLUE BACKUP (“END USER”). IT IS THE END USER'S RESPONSIBILITY TO READ THESE TERMS BEFORE DOWNLOADING THE DEEPBLUE BACKUP SOFTWARE. THE END USER OR RESELLER AGREES THAT BY DOWNLOADING AND INSTALLING THE DEEPBLUE BACKUP SOFTWARE THEY ARE AUTOMATICALLY AGREEING TO THESE TERMS.

### 1. The Software Product and Services

The subject of this license is the DEEPBLUE BACKUP software product in which this license is the software product, in object code format, in which the license is embedded and/or which the END USER seeks to download and includes, without limitation, any related updates provided to END USER by DEEPBLUE BACKUP, (collectively, the “Software Product”) and all services, including, without limitation, DEEPBLUE BACKUP's online back-up service offering, DEEPBLUE BACKUP's remote desktop service offering and/or DEEPBLUE BACKUP's server back-up service offering offered by DEEPBLUE BACKUP (collectively, the “Services”). In order to make use of the Software Product and/or Services, END USER must be using a systems environment supported by DEEPBLUE BACKUP. The Software Product does not include bug fixes, error corrections, patches, new releases, or any other component not specified within this Agreement. END USER agrees that DEEPBLUE BACKUP (and/or its third party suppliers or contractors) shall be entitled to use any personal information to which DEEPBLUE BACKUP (and/or its third party suppliers or contractors) may have access pursuant to the transactions contemplated by this Agreement (including, without limitation, access which may be provided by END USER making use of the Software Product and the Services) in accordance with the terms of DEEPBLUE BACKUP's privacy policy. END USER acknowledges that this privacy policy may be updated from time to time and END USER agrees to obtain any consent required from individuals whose personal information may be accessed pursuant to the transactions contemplated by this Agreement in connection with the uses contemplated by this privacy policy. An END USER is responsible for obtaining access to the Services and for any third party fees incurred in connection with obtaining such access (e.g. Internet service provider fees) and for obtaining all equipment necessary to access the Services and/or make use of the Software Product.

As part of the online registration process, DEEPBLUE BACKUP will collect certain registration information about END USER. All such registration information provided by or on behalf of END USER must be current, complete and accurate, and END USER is solely responsible for updating such registration information as necessary. DEEPBLUE BACKUP reserves the right to terminate this Agreement immediately in the event any such registration information is found to be inaccurate, incomplete or not current at any time.

### 2. Software License Grant; Consent to Automatic Installation of Updates

Upon the following terms and conditions including payment of any applicable fees:

(i) DEEPBLUE BACKUP hereby grants to END USER and END USER hereby accepts from DEEPBLUE BACKUP, a non-exclusive, non-transferable and non-assignable license, for END USER's own internal, end-use purposes

only (excluding the commercialization of information technology products and/or services), to install and use the Software Product on one or more computers licensed by END USER where such computers are owned or leased by END USER; and

(ii) END USER hereby subscribes for and DEEPBLUE BACKUP agrees to use commercially reasonable efforts to provide, the Services. END USER acknowledges that the Services may include the automatic provisioning of updates to the Software from time to time, as determined in DEEPBLUE BACKUP's sole discretion. END USER expressly consents to any and all actions taken by DEEPBLUE BACKUP or their third party suppliers with respect to the provision of such updates including any actions that directly affect END USER hardware or software.

### 3. Ownership and Intellectual Property Rights

The Software Product and Services are protected by copyright, patent and other intellectual property laws and the Software Product and the Services are proprietary and confidential of DEEPBLUE BACKUP (and/or its third party suppliers). All rights, title and interest in and to the Software Product and Services (including associated intellectual property rights) are and will remain vested in DEEPBLUE BACKUP and/or its third party suppliers. These rights are protected by national and other laws and international treaties.

END USER acknowledges that:

(i) it acquires no rights in the Software Product and Services, other than those rights expressly granted in this Agreement and

(ii) no rights, license or interest to any DEEPBLUE BACKUP trade-marks or trade names are granted hereunder.

### 4. License and Use Restrictions

The Software Product which is the subject of this Agreement is licensed to END USER, not sold. END USER may not sublicense, assign, resell, share, pledge, rent or transfer any of its rights under this Agreement in relation to the Software Product or any of the Services or any portion thereof. Except as expressly permitted by copyright laws, no copying, redistribution, displaying, performing, reproducing, licensing, transferring or publication of the Software Product or any of the Services' content is permitted without the express permission of DEEPBLUE BACKUP, which consent shall be at DEEPBLUE BACKUP's discretion. Any such copy which is made is subject to the provisions of this Agreement, and all titles, trade-marks, copyright notices and other legends shall be reproduced on such copy.

END USER may not use or copy the Software Product, in whole or in part, except as expressly provided for in this license. END USER may not modify, translate, reverse engineer, decompile, disassemble or create derivative works of the Software Product or otherwise attempt to (a) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software Product including, without limitation, any such mechanism used to restrict or control the functionality of the Software Product or (b) derive the source code or the underlying ideas, algorithms, structure or organization form of the Software Product. END USER will at all times, including during and after the term of this Agreement, keep the Software Product and the content of the Services confidential. END USER agrees that the Software Product will not be shipped, transferred or exported into any other country, or used in any manner prohibited by Canadian or other applicable export laws and regulations. END USER agrees to comply with all other applicable laws and regulations.

END USER acknowledges and agrees that all materials, including without limitation, information, data, software, music, sound, photographs, graphics, video, and email messages or other kinds of messages (collectively, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of END USER. END USER (and not DEEPBLUE BACKUP) is solely responsible for all Content uploaded, posted, emailed, transmitted, shared, accessed and/or otherwise made available via the Services. DEEPBLUE BACKUP does not control the Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances is DEEPBLUE BACKUP liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of, or reliance upon any Content uploaded, posted, emailed, transmitted, shared, accessed and/or otherwise made available via the Services. END USER agrees that END USER will not use the Services to:

(i) upload, post, email, transmit, share, access and/or otherwise make available any Content that is harmful,

threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable or generally unlawful;

(ii) upload, post, email, transmit, share, access and/or otherwise make available any Content that END USER does not have a right to make available under any law or under contractual or fiduciary relationship;

(iii) upload, post, email, transmit or otherwise make available any Content that infringes any copyright, trademark, trade secret or other intellectual property or proprietary rights of any third party;

(iv) upload, post, email, transmit or otherwise make available any Content that otherwise contravenes or violates applicable law. DEEPBLUE BACKUP does not pre-screen Content. However, DEEPBLUE BACKUP reserves the right, in its discretion, to refuse or move any Content that is available via the Services. END USER consents to DEEPBLUE BACKUP accessing, preserving, and disclosing END USER's account information and Content if required to do so by law or in the good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of this Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) respond to END USER's requests for customer service.

END USER ACKNOWLEDGES THAT THE TECHNICAL PROCESSING AND TRANSMISSION OF THE SERVICES, INCLUDING THE TRANSMISSION OF CONTENT, MAY INVOLVE TRANSMISSIONS OVER VARIOUS PUBLIC NETWORKS WHICH ARE NOT SECURE. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE SOLE DISCRETION AND RISK OF END USER AND END USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE INCURRED BY AN END USER (INCLUDING, WITHOUT LIMITATION, DAMAGE TO AN END USER'S COMPUTER SYSTEM OR LOSS OF DATA) THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT. DEEPBLUE BACKUP RESERVES THE RIGHT TO MODIFY, AMEND OR CEASE TO OFFER ANY OF THE SERVICES UPON PROVIDING END USER WITH THIRTY (30) DAYS PRIOR NOTICE, WHICH SHALL BE POSTED ON THE WEBSITE FROM WHICH THE SERVICES ARE ACCESSED BY END USER. DEEPBLUE BACKUP FURTHER RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME BY POSTING THE AMENDED TERMS ON THE WEBSITE, WHICH POSTING SHALL CONSTITUTE NOTICE TO THE END USER. ALL AMENDED TERMS SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER SUCH NOTICE IS PROVIDED.

END USER agrees to indemnify and hold DEEPBLUE BACKUP, its resellers and third party suppliers, directors, officers and employees, harmless from all claims, liabilities, damages, losses, including reasonable legal fees and expenses, due to or arising out of END USER's use of the Software Product and/or the Services or breach of this Agreement by the END USER and in connection with a claim or demand made by any third party due to or arising out of Content submitted, posted, transmitted or made available through the Services or the use of the Services by END USER. In connection with the Services provided by DEEPBLUE BACKUP, END USER agrees as follows: (a) only the registered users of the account may use the Software Product and/or the Services, (b) END USER is solely responsible for the Contents of END USER's e-mail messages, attachments and stored files and DEEPBLUE BACKUP reserves the right to remove from its servers any Content that may expose DEEPBLUE BACKUP to potential liability, (c) END USER may not distribute through the Services any attachments, documents or files that: (i) infringe on any copyright, patent, trade secret, trademark or other third party proprietary rights; (ii) violate any law, statute, ordinance or regulation; (iii) are defamatory or libelous; (iv) are obscene; and/or (v) contain viruses, trojan horses, worms, time bombs, or similar harmful programming routines, (d) END USER may not use the Software Product or the Services for any unlawful purpose, (e) END USER may not use the Software Product or Services in a manner that may damage, disable, overburden or impair either the Services or the networks connected to the Services, (f) END USER may not attempt to gain unauthorized access to the Services, including but without limitation, through hacking or password mining, (g) END USER may not use the Software Product or Services to collect information about third parties, including and without limitation, e-mail addresses. As part of END USER's subscription to the Services, END USER must select a user name and choose a password for access to END USER's account and to END USER's designated computers. END USER agrees to carefully safeguard all of END USER's passwords and account information. END USER is solely responsible if END USER does not maintain the confidentiality of END USER's passwords and account information. END USER is solely responsible for any and all activity that occurs under END USER's account. END USER agrees immediately to notify DEEPBLUE BACKUP of any unauthorized use of END USER's account or any other breach of security known to END USER, including if END USER believes END USER's password or account information has been stolen or otherwise compromised. Access to, and use of, password-protected and/or secure aspects of the Services are restricted

to authorized users only. DEEPBLUE BACKUP is not liable for any loss incurred by END USER, resulting from another's use of END USER's password or account information. END USER shall not access or use someone else's account at any time, without the permission of the account holder. DEEPBLUE BACKUP does not send emails asking for an END USER's username and/or password. END USER agrees to keep all usernames and passwords confidential.

#### 5. Payment of Fees

In consideration of the Services provided to END USER by DEEPBLUE BACKUP and END USER's use of the Software Product and/or Services, END USER agrees to pay DEEPBLUE BACKUP by authorized credit card the then applicable fees ("Fees"), together with all applicable taxes. END USER has thirty (30) days from the date that any discrepancy appears in END USER's statement or any invoice to notify DEEPBLUE BACKUP in order to receive an adjustment or credit, after which time, all Fees will be deemed correct. END USER may cancel END USER's subscription to the Services prior to the renewal period by providing DEEPBLUE BACKUP with five (5) days written notice by e-mail or letter. If END USER cancels the credit card provided to DEEPBLUE BACKUP or the card is otherwise terminated, END USER must immediately provide DEEPBLUE BACKUP with a new valid credit card number. END USER authorizes DEEPBLUE BACKUP, from time to time, to undertake steps to determine whether the credit card number provided to DEEPBLUE BACKUP is a valid credit card number. In the event that END USER does not provide DEEPBLUE BACKUP with a current valid credit card number with sufficient credit upon request, END USER will be in violation of this Agreement and will no longer be entitled to make use of the Service and/or the Software Product.

#### 6. Term of Agreement

This Agreement shall be in effect from the time END USER installs the Software Product or accesses any of the Services and accepts the terms and conditions of this Agreement, and shall remain in effect for so long as the END USER has paid all applicable Fees for the Software Product and/or subscribes to the Services unless this Agreement is otherwise terminated. This Agreement will terminate upon the conditions set forth in this Agreement or if END USER fails to comply with any term or condition of this Agreement, including failure to pay any applicable Fees. In addition, DEEPBLUE BACKUP may terminate this Agreement without cause by providing END USER with thirty (30) days prior notice by e-mail. In addition, DEEPBLUE BACKUP reserves the right, in its discretion, to disable and/or terminate an END USER's access to the Software Product and/or Services if it is advised of an END USER violating the terms and conditions of this Agreement (including, without limitation, any allegation that any Content violates the intellectual property rights of any third party). END USER agrees upon expiration or termination of this Agreement to immediately un-install the Software Product and destroy all copies of the Software Product in its possession and/or under its control. Upon the expiry or termination of this Agreement for any reason, DEEPBLUE BACKUP may, at its discretion, immediately purge END USER's data from its systems, including but not limited to, account information, users, settings, and any Content that may be stored by DEEPBLUE BACKUP.

By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised terms and conditions. If you do not agree to the revised terms and conditions, please stop using the Services.

#### 7. Disclaimer of Warranty

THE SOFTWARE PRODUCT AND ALL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. USE OF THE SOFTWARE PRODUCT AND ALL SERVICES IS AT END USER'S OWN RISK. DEEPBLUE BACKUP AND ITS RESELLERS DO NOT WARRANT THAT THE SOFTWARE PRODUCT OR SERVICES WILL MEET THE END USER'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE PRODUCT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR SECURE OR ACCURATE OR COMPLETE OR CURRENT. WITHOUT LIMITATION, TO THE FULLEST EXTENT ALLOWABLE BY LAW, THIS DISCLAIMER EXTENDS TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OR CONDITIONS ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

#### 9. Additional Provisions for Beta Services

If any of the Services is identified as a beta version of such Service ("Beta Service"), the following additional

provisions apply and supersede any provisions of this Agreement which contradict the provisions contained in this Section: (a) END USER acknowledges that the Beta Service is not at the level of performance and compatibility of a final, generally released product offering and may not operate properly, may contain "bugs", and may be substantially modified by DEEPBLUE BACKUP prior to commercial release; (b) END USER'S license to or ability to make use of such Beta Service expires upon availability of a commercial release of that Beta Service from DEEPBLUE BACKUP; (c) the Beta Service may only be used for testing and evaluation purposes and may not be redistributed; and (d) END USER agrees that such Beta Service is provided "as is, where is" without warranty or condition of any kind and DEEPBLUE BACKUP disclaims any liability obligations to END USER or any third party of any kind with respect to such Beta Service. END USER acknowledges that DEEPBLUE BACKUP has not made any representations, promises or guarantees that the Beta Service will ever be announced or made available to anyone in the future. END USER will be asked to provide feedback regarding the Beta Service and END USER hereby grants to DEEPBLUE BACKUP a perpetual, royalty-free worldwide license to use and/or incorporate such feedback into any DEEPBLUE BACKUP product or service (including the Beta Service) at any time at the sole discretion of DEEPBLUE BACKUP. END USER ACKNOWLEDGES AND AGREES THAT END USER WILL BE OBLIGATED TO PAY FEES FOR THE SERVICES FORMING THE BETA SERVICE ONCE A COMMERCIAL RELEASE OF THE BETA SERVICE IS MADE AVAILABLE BY DEEPBLUE BACKUP.

#### 10. General Provisions

(a) Survival. The limitations of liability and ownership rights of DEEPBLUE BACKUP and its third party suppliers contained herein and END USER'S confidentiality obligations and other obligations following termination of this Agreement shall survive the termination of this Agreement for any reason.

(b) Amendment. Except as otherwise provided for in this Agreement, no amendments or modifications may be made to this Agreement except in writing signed by both parties.

(c) Severability. If one or more provisions of this Agreement are found to be invalid or unenforceable, this Agreement shall not be rendered inoperative, rather the remaining provisions shall continue in full force and effect.

(d) Conflicting Terms. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior communications.

(e) Language. The parties agree that this Agreement be drafted in English.

(f) Headings. The section headings used herein are for convenience of reference only and do not form part of this Agreement, and no construction or inference shall be derived therefrom.

(g) Force Majeure. Neither party shall be liable for any performance failure, delay in performance, or lost data under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are caused by any causes beyond that party's reasonable control, including, without limitation, failure of suppliers, subcontractors, and carriers.

(h) Benefit of the Agreement. This Agreement is binding upon and shall ensure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns.

#### 11. Payment of Fees

In consideration of the Services provided to END USER by DEEPBLUE BACKUP and END USER'S use of the Software Product and/or Services, END USER agrees to pay DEEPBLUE BACKUP by authorized credit card the then applicable fees ("Fees"), together with all applicable taxes. DEEPBLUE BACKUP offers END USER the opportunity to subscribe to the monthly or annual subscription Fees, as applicable. The DEEPBLUE BACKUP Software Product is an automatically renewing Service. Unless you cancel or notify DEEPBLUE BACKUP that you do not want your account to auto-renew, you agree that DEEPBLUE BACKUP will charge the then applicable Fees and END USER authorizes DEEPBLUE BACKUP to make this charge to the credit card associated with END USER'S account. END USER has thirty (30) days from the date that any discrepancy appears in END USER'S statement or any invoice to notify DEEPBLUE BACKUP in order to receive an adjustment or credit, after which time, all Fees will be deemed correct. END USER may cancel END USER'S subscription to the Services prior to the renewal period by providing DEEPBLUE BACKUP with five (5) days written notice by e-mail or letter. Fees paid for subscriptions to the Services are non-refundable. If END USER purchased an annual plan and opts for a monthly payment plan, END USER may cancel subscription provided

that END USER will not receive a refund of the annual subscription Fees or any pro-rated portion thereof. END USER shall monitor and maintain account within all plan-specified limits. In the event END USER usage exceeds subscription limit, END USER agrees DEEPBLUE BACKUP may, in its sole discretion, (i) upgrade END USER to a plan to address this excess usage and charge END USER for such excess usage by authorized credit card, or (ii) suspend END USER account until END USER manually upgrades to a plan to address this excess usage or END USER manually decreases the amount of data stored to an amount equal to or lower than the END USER subscription limit, and/or (iii) terminate END USER account for cause. Usage and associated charges for excess usage shall be determined based solely upon DEEPBLUE BACKUP's collected usage information. Unused monthly or annual allotments shall not accrue or carry over. Upon any upgrade or increase to subscription, END USER shall be responsible for the new Fees. If END USER cancels the credit card provided to DEEPBLUE BACKUP or the card is otherwise terminated, END USER must immediately provide DEEPBLUE BACKUP with a new valid credit card number. END USER authorizes DEEPBLUE BACKUP, from time to time, to undertake steps to determine whether the credit card number provided to DEEPBLUE BACKUP is a valid credit card number. In the event that END USER does not provide DEEPBLUE BACKUP with a current valid credit card number with sufficient credit upon request, END USER will be in violation of this Agreement and will no longer be entitled to make use of the Service and/or the Software Product.

#### 12. Trials and Promotions

From time to time, DEEPBLUE BACKUP may offer certain trials or promotions to new END Users. DEEPBLUE BACKUP reserves the right to, in its sole discretion, to at any time (without any liability thereof) discontinue, modify, suspend, reorganize or terminate any such trials and promotions. Any trial or promotion will be subject to the terms and conditions of such trial or promotion, but in no event whatsoever shall any trial or promotion modify or change any of the terms and conditions of this Agreement.

#### 13. Files, Software and Support

DEEPBLUE BACKUP allows all users to download the software to use on their Desktops, Laptop, Server, Mobile or Tablet if they agree to the terms listed in this agreement. All updates are included in the service however DEEPBLUE BACKUP takes no responsibility or liability if the software or any update causes the user's device to stop functioning or get corrupt.

The user provides and selects what files or folders they want to backup, we do not have access to the files and have no rights on them. We will not share any content with legal entities unless authorized by you. You can only backup data from within your organisation if you have consent from the owner of the business or person responsible for managing the backups. DEEPBLUE BACKUP holds no responsibility for any data uploaded.

It is the users responsibility to manage their own backups, DEEPBLUE BACKUP has no responsibility to provide a managed or monitored service. Users must check on a regular basis if the backups have taken place and we hold no responsibility if the software has failed to run resulting in missed or failed backups. DEEPBLUE BACKUP will not be liable for any loss or corruption of your files, or for any costs associated with backing up or restoring any of your files.

All support enquiries must be emailed to [support@deepbluebackup.co.uk](mailto:support@deepbluebackup.co.uk), all enquiries will be responded to within 24-48 hours.

#### 14. Password

You are responsible to keep your username and password safe and not disclose to any 3rd party. The password can be changed at any time, however DEEPBLUE BACKUP does not store any passwords. If the password is lost, then DEEPBLUE BACKUP can reset the password upon request.

#### 15. Other Legal Terms

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY THE LAWS OF ENGLAND AND WALES EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN ENGLAND AND WALES, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and Writelatex with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services.

These Terms create no third party beneficiary rights. Writelatex's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but DEEPBLUE BACKUP may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. DEEPBLUE BACKUP and you are not legal partners or agents; instead, our relationship is that of independent contractors.

#### 16. Additional Terms

You are only permitted to backup internal data stored on Servers, Desktops, Laptops and Mobiles. If your data usage exceeds the agreed limit then the package will be automatically upgraded to meet the new stored amount. DEEPBLUE BACKUP will email the new fee and if the user does not agree they have the right not to accept the increase and delete data to fall within the prior agreed limit within 7 days. If no communication has been received to the contrary, we will assume the new fee has been accepted. In any case you must always keep a copy of the original data. If no computer has connected for more than 60 days, DEEPBLUE BACKUP reserves the right to delete the data. VAT to be added if applicable.

#### 17. Termination

The Partner or Customer can serve notice to DEEPBLUE BACKUP by giving 90 days' notice from the end of the initial term only at the earliest. If no notice is given, then the contract auto renews for 12 months every 12 months with the same 90 days' notice being applied. All fees are payable in advance for the month ahead.

#### 18. Copyright Policy

This website and its content is copyright of DEEPBLUE BACKUP - © DEEPBLUE BACKUP. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

You may print or download to a local hard disk extracts for your personal and non-commercial use only.

You may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

#### DEEPBLUE BACKUP SERVICE LEVEL AGREEMENT

This is a Service Level Agreement ("SLA") between DEEPBLUE BACKUP (hereinafter referred to as "Service Provider", "Us", "Company", "We") and You (hereinafter referred to as "You", "Customer", "End-User,"). This SLA applies to and governs such Online Backup Suite (Online Backup Manager, Online Backup Server, Replication Server), Email Security, Hosted Exchange, and other remotely provided services as DEEPBLUE BACKUP may offer from time to time and further defined below (collectively, "Services" and each a "Service") and that You order and pay for in accordance with and subject to your compliance with DEEPBLUE BACKUP's Terms. Except as noted below, this SLA applies to each of the Online Backup Suite (Online Backup Manager, Online Backup Server, Replication Server), Email Security, and Hosted Exchange. This SLA will address the following:

- Cloud-computing, Software-as-a-service Services offered by DEEPBLUE BACKUP.
- The general levels of response, availability, and maintenance associated with these services.
- The responsibilities of DEEPBLUE BACKUP as a provider of these services.
- The responsibilities of the clients receiving these services.

#### 1. DESCRIPTION OF SERVICES

- Online Backup Suite. Online Backup Suite is a customizable, internet-based remote storage service for individuals and business owners for data storage, backup and retrieval, which consists of three (3) modules:
  - o Online Backup Manager ("OBM"). OBM is a client application with a user-interface for easy backup configuration. It allows users to upload selected files to the Backup server and runs scheduled backup jobs. It also allows users to create different backup sets for different backup purpose. Besides file backup, OBM can backup a list of applications such as MS Exchange, MS SQL, Oracle, MySQL, Lotus Domino, and much more.

OBM supports all major Microsoft Operating Systems, Linux, Mac OS X, etc.

o Online Backup Server ("OBS"). OBS is a server application which store backup data from multiple OBMs backup accounts. It has a web-based Management Console for system administrators to manage the Backup Server, such as configuring system and backup account settings, and viewing backup statistics and reports. Users can also logon to this Management Console to manage their own backup account or restore their own backup data. OBS supports Windows, Linux and Mac OS platforms.

o Replication Server ("RPS"). RPS is another server application running on a separate machine, it provides close to real-time backup for multiple OBSs. So even if one of the OBS failed, the RPS still has a copy of the backup data.

DEEPBLUE BACKUP Services are provided as network-based, software-as-a-service, pay-as-you-go Services and each Service is charged for on a monthly subscription basis, unless specified otherwise. DEEPBLUE BACKUP provides all server and software maintenance, including 24/7 monitoring, testing and deployment of software patches, bug fixes, service packs, and same-version upgrades, and monitors and manages user accounts according to the provisions set forth in this SLA. Each Service also includes the provision of DEEPBLUE BACKUP's proprietary account provisioning and management interface for use by Your corporate administrator and users in managing Your organization's accounts.

## 2. DATA LOSS, BACKUP AND RECOVERY

DEEPBLUE BACKUP systems are built upon a highly redundant and available application layer and separate storage layer. Both layers of data are replicated in real-time at the block level so at any given moment there are at least two segregated systems with your data upon it.

- In the event that there is a Service disruption, DEEPBLUE BACKUP will assign its highest priority and will make its best commercial efforts to ensure timely restoration of the Service. Depending on the nature and type of disruption that has occurred, DEEPBLUE BACKUP may elect to first restore the Service with or without the data. Any data that is not immediately accessible after a disruption in the Service will be restored from the most recent backup and made accessible with DEEPBLUE BACKUP's highest priority. In order to ensure the readiness of DEEPBLUE BACKUP's operators to complete the offline restoration process, DEEPBLUE BACKUP runs periodical test-runs to test restoration performance for any glitches. Please note, however, that DEEPBLUE BACKUP is not responsible for data loss resulting from the failure or loss of backup media.

## 3. DATA RESTORATION

As regards Hosted Exchange Service, please note that items within a mailbox that have been accidentally deleted can be restored directly from the Deleted Item Folder by the end user, even after the Deleted Item folder has been emptied. (Instructions for this procedure are contained within the Outlook® Help system.) Alternatively, you can recover items from the undelete feature within Outlook or OWA. DEEPBLUE BACKUP does not retain long-term snapshots or point in time versions of your data so you are responsible for archiving or protecting local archives from loss or failure.

## 4. SERVICE MAINTENANCE TYPES AND DURATION

### • Scheduled Maintenances

Planned or schedule maintenances are typically scheduled between 12:00pm and 3:00AM CST. Customers signed up for our services will receive a 24-hour prior notice from DEEPBLUE BACKUP through email, or a notice to that effect will be displayed on our website.

### • Ad-Lib Or Unscheduled Maintenances

DEEPBLUE BACKUP may from time to time for the protection and safety of its customers and of its own infrastructure will perform unscheduled maintenance to fix any technical glitches caused by internal or external factors. Installation of urgent "hot fixes" is scheduled as quickly as possible after testing, and a notification will be sent to Customers. Notwithstanding anything contained herein this agreement, any prior notification greater than 4 hours is waived for all kinds of unscheduled maintenance. DEEPBLUE BACKUP reserves the right to perform unscheduled maintenance(s) as deemed without prior notification to ensure safety of its customers and of its own by publishing suitable cause on a prominent space on DEEPBLUE BACKUP's website. DEEPBLUE BACKUP also reserves additional (2) two-hour maintenance windows on Saturday and Sunday's from 11:00 PM to 1:00AM (CST), during which the servers may be offline for urgent fixes.



## 5. FAIR USAGE POLICY

- Fair Usage Limits for Personal Mailboxes

You will receive a specified amount of storage assigned to each mailbox, unless otherwise specified.

Warnings will be automatically sent via email when a user reaches 90% of the limit granted by the system administrator for such user's personal mailbox. Another warning is sent via email when a user reaches the granted limit. Should a user exceed this limit, the user will be unable to send or receive email until the user either reduces the mailbox size below the imposed limit, or is granted an increase in personal mailbox capacity by the system administrator. DEEPBLUE BACKUP shall not be responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity.

- Fair Usage Limits for Email Volume

Inbound and outbound Internet emails may contain a maximum of 100 (Hosted Exchange) recipients, as applicable, including all addresses in the To, CC, and BCC fields. Additionally, DEEPBLUE BACKUP policy limits users to sending and receiving Internet emails to a maximum of 1,000 recipients per 24 hours. If a user regularly sends and/or receives more than this number of emails per 24 hours, DEEPBLUE BACKUP reserves the right to increase the monthly subscription rate as it applies to that user. These limitations apply only to Internet messages; internal messages are not limited.

Sending bulk emails, including newsletters, opt-in email services, etc. through DEEPBLUE BACKUP's Internet gateway network ("Network") is prohibited. Attempting to send these types of mailings through the Network violates the terms of this SLA and, without limitation, voids the performance commitments provided for herein. DEEPBLUE BACKUP reserves the right to stop all services if you are in violation of this section of the SLA. Spammers and relay usage is strictly prohibited. Please contact DEEPBLUE BACKUP to purchase additional services if you need to send these types of mailings.

## 6. DORMANT OR SUSPENDED ACCOUNTS

Accounts that have been dormant or suspended either by You contacting DEEPBLUE BACKUP and requesting the account be terminated, by You using DEEPBLUE BACKUP's administration tools to terminate the account, or by DEEPBLUE BACKUP's account service team due to delinquent payment or otherwise, may be permanently deleted in fifteen (15) (Online Backup) or ten (10) (Hosted Exchange and Other Services) days, as applicable, after the date of account termination unless You agree to pay a DEEPBLUE BACKUP's applicable maintenance fee for the inactive accounts.

## 7. DEEPBLUE BACKUP SUPPORT & OTHER SERVICES

DEEPBLUE BACKUP maintains high quality customer care to ensure customer satisfaction and provides a variety of ways for customers to request help or otherwise make inquiries.

- Email Support. Email Support may be used to notify DEEPBLUE BACKUP's technical team of any issues. We request that all customers use email support as the first method of reporting issues, and requesting support;
- Telephone support. Telephone support may be used for critical queries. Telephone support expedited during off hours, additional charges may apply;
- Technical Knowledge Base is available at any time here

For certain services, DEEPBLUE BACKUP provides systems support to Your appointed administrators. Systems support is defined as support associated with issues/faults with DEEPBLUE BACKUP's servers. There are no additional charges for this support. (Note: please check the Server Status on our website before calling DEEPBLUE BACKUP's Client Support Services.) You may designate up to two (2), but no more than two (2), administrators who are authorized to call or contact DEEPBLUE BACKUP's client support services.

- End-user Support

DEEPBLUE BACKUP also provides, at no additional charges, limited end-user support for each of the Hosted Exchange, Online Backup, and Email Security. For certain services, end-user support may be purchased separately. Please contact DEEPBLUE BACKUP to purchase any such additional end-user support services.

## 8. CUSTOMER SERVICE – SALES AND BILLING

All enquiries that are non-technical and related to billing enquiries regarding Your account should be sent to [accounts@deepbluebackup.co.uk](mailto:accounts@deepbluebackup.co.uk). All enquiries regarding the purchase of new accounts or additional

services should be addressed to sales@deepbluebackup.co.uk.

#### 9. PREMIUM AND CUSTOMIZED SUPPORT SERVICES

In addition to the support described hereinabove, DEEPBLUE BACKUP may also offer custom contracts for different types of support programs. Please contact Your DEEPBLUE BACKUP sales representative for details. Additionally, several support offerings are available on an as-needed basis, with discrete pricing for each service. DEEPBLUE BACKUP may provide a statement of work including timeline, price quotation, prior to undertaking such a project.

#### 10. SERVICE LEVEL AVAILABILITY – UPTIME – 99.9%

DEEPBLUE BACKUP is committed to providing You with quality Services. To support this commitment, DEEPBLUE BACKUP observes the following schedule of penalties for certain failures to comply with this SLA.

- Application Service Availability

DEEPBLUE BACKUP covenants to a 99.9% average scheduled availability of a Service. This guarantee is calculated on a monthly basis. Availability is defined as the ability for a user, within an organization, to connect to a Service and access the mailboxes, public folders, in each case as applicable. Although DEEPBLUE BACKUP's sophisticated infrastructure is designed to handle any untoward events, any circumstance beyond DEEPBLUE BACKUP's reasonable control, including but not limited to the following conditions, are excluded from the calculation of availability:

- o problem located on the client's side, including network/Internet issue, problem with 3rd party application;
- o loss of service availability due to Network Attack such as DDoS, SYN or similar attacks;
- o issue caused by DNS resolution and/or domain name or certificate expiration; or
- o Software "bugs" or problems within used products creating service interruptions, hardware bug or failure beyond high-availability system; problem located outside our control within the Datacenter exploited by DEEPBLUE BACKUP, such as Internet and power availability; or
- o any other situation mentioned within this SLA.

- DEEPBLUE BACKUP calculates uptime as a percentage of the time in a month (30 days X 24 hours X 60 minutes) during which the system is available, excluding, but not limited to, the conditions above. Any loss of Service Availability lasting less than five minutes will not be included in the calculation of Service Availability. DEEPBLUE BACKUP calculates service availability based on both monitoring system and incident report from engineering team.

#### 11. CREDITS FOR NON-AVAILABILITY OF APPLICATION SERVICE AND DOWNTIME

On a per-Service basis, for each month in which the availability is below an average of 99.9% as calculated above, DEEPBLUE BACKUP will reduce the amounts due and payable to it relating to such Service for such month by 2.5%. In addition, for every 1% loss of availability below the 99.9% targeted average availability during the same calendar month, DEEPBLUE BACKUP will further reduce the amounts due and payable to it relating to such Service for such month by another 1.75%; provided that the maximum credit for non-compliance is 15% per month.

Before processing any credit request, DEEPBLUE BACKUP's accounting team will validate the information provided by the customer with the Incident report to confirm the loss of service availability, its timeframe and corresponding credit.

Because of the architecture that DEEPBLUE BACKUP has created to provide the Service, users within an organization may be spread across separate and distinct servers. In the case where one server suffers downtime exceeding the service level guarantees, Your organization will be compensated only for the users with accounts on the non-complying server, on a pro-rated basis. Rarely, a Service may be functioning in some areas and not functioning in others; e.g., the documents may be available but the search function may not be, or the email function (receiving/sending emails) may be available while data in Public Folders and calendar may be unavailable (Hosted Exchange Service). Any of these diminished functioning are not considered downtime and are excluded from availability calculations.

#### 12. EXCEPTIONS

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

- Circumstances beyond DEEPBLUE BACKUP's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- Failure of access circuits to the DEEPBLUE BACKUP Network, unless such failure is caused solely by DEEPBLUE BACKUP;
- Scheduled maintenance and emergency maintenance and upgrades;
- DNS issues outside the direct control of DEEPBLUE BACKUP;
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer) including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.), any negligence, willful misconduct, or use of the Services in breach of DEEPBLUE BACKUP's Terms and Conditions;
- Outages elsewhere on the Internet that hinder access to your account.

### 13. NETWORK AVAILABILITY

DEEPBLUE BACKUP covenants to 99.9% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through DEEPBLUE BACKUP's network from/to Your IP transit provider (Internet Backbone).

Servers unavailability resulting from loss of Network availability is excluded from servers availability calculations if the Network Availability loss is caused by any circumstance beyond DEEPBLUE BACKUP's reasonable control, including such factors as IP transit provider (backbone) or end users' portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at the DEEPBLUE BACKUP's servers or the DEEPBLUE BACKUP's network.

### 14. NETWORK AVAILABILITY MONITORING

To verify the Network server availability, DEEPBLUE BACKUP will probe the router port to which the server is connected every two minutes, with a 60-second failure threshold. If the probe is not successful, the port is considered non-operational and concerned personnel on duty are automatically notified.

If two or more consecutive port probes fail, network downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. DEEPBLUE BACKUP will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

### 15. ONLINE BACKUP SERVER AVAILABILITY

(Only applicable to Online Backup Service) DEEPBLUE BACKUP's primary commitment is to provide outstanding online storage service to all customers. To support this commitment, DEEPBLUE BACKUP observes the following:

- Web Space Usage

Included disk space may only be used for contents on which You have all legal rights. Disk space may not be used at any time as a location to archive and/or backup files that do not belong to You. Included disk space may not be used to host unusual amount of multimedia files. Multimedia files are defined as any graphics, audio, or video files. Any web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files.

- Web Space Server Availability

DEEPBLUE BACKUP covenants to 99.9% Web Space Server availability, defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. DEEPBLUE BACKUP monitors the server availability as a whole for the Online Backup Service. Denial of service attacks or other types of attacks directed toward DEEPBLUE BACKUP's network of servers resulting in or contributing to downtime will not be included in Web Server Availability calculations.

### 16. SERVER SOFTWARE

DEEPBLUE BACKUP will exercise industry-standard practices to ensure that pre-installed software is correctly

configured in all material respects. In case there is more than one way to configure software, DEEPBLUE BACKUP will choose the configuration it determines, in its sole discretion, to be the most appropriate. DEEPBLUE BACKUP will install security patches, updates, and service packs as soon as practical. Software updates may change system behaviour and functionality and as such may negatively affect your applications. DEEPBLUE BACKUP cannot foresee nor can it be responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If such disruption or changes occur, DEEPBLUE BACKUP will provide its best efforts to remedy the situation as soon as possible after being notified of the problem by you.

DEEPBLUE BACKUP is not responsible for problems that may arise from incompatibilities between new versions of the software and Your content, regardless of whether it was a requested, required or discretionary upgrade. Nevertheless, DEEPBLUE BACKUP will provide its reasonable efforts to help You to find an alternate solution.

Any log processing (web reporting) software made available is provided on an "as is" basis. DEEPBLUE BACKUP is not responsible for bugs in the software or for interpreting the reports generated by the software. DEEPBLUE BACKUP, in its sole discretion, can upgrade the software to newer versions or replace it with different software upon providing a reasonable notice to you. DEEPBLUE BACKUP cannot foresee nor will it be responsible for any incompatibility of newer versions and other software you may choose in conjunction with the log processing software.

#### 17. STORAGE CAPACITY; DATA TRANSFER; SERVER RESOURCES

(Only Applicable to Certain Services) Each account is allocated storage capacity and data transfer amounts on DEEPBLUE BACKUP's servers according to the plan and options selected by You. This allocated storage size and data transfer can be increased through the Account Manager for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. DEEPBLUE BACKUP shall not be held responsible for such unavailability or data losses.

Your Web and FTP servers are configured to log all requests to the log files. The average retention period is one month. The log files are stored in shared server space and not counted towards account's allocated storage capacity. The maximum size of stored log files shall be limited to 1 Gb. When this limit is exceeded, the oldest log files are deleted to bring the usage within allowed limit.

Shared servers resources are shared among all accounts hosted on the same server. DEEPBLUE BACKUP configures servers in such a way so the accounts are separated from each other to the maximum possible degree. However, due to its nature, shared resources accessibility level cannot be guaranteed.

#### 18. SECURITY AND ENCRYPTION OF BACKUP DATA

- Access to DEEPBLUE BACKUP operations center and systems is restricted to authorized personnel. DEEPBLUE BACKUP ensures that its employees and contractors are familiar with and understand its policies; DEEPBLUE BACKUP takes all possible security measures to protect the security of Your data. DEEPBLUE BACKUP will make its best commercial efforts to protect the security of its systems and services, and the data that resides therein.

- Encryption. There are two encryptions being performed by OBM:

- o Encryption of backup data - This is being done by 128-bit symmetric key encryption (AES, TripleDES, TwoFish). 256-bit is not available because it requires too much CPU and it is not really required (128-bit is what is being used by most banks currently).

- o Encryption of backup traffic - This is being done by 1024-bit RSA public key encryption. The strength of the encryption depends on the key size you use when you generate your CSR before submitting to your CA (1024-bit is what is being used by most CAs).

- o Secure 128-Bit SSL Communication. All communications between DEEPBLUE BACKUP's Offsite Backup Server and your computer are transported in a 128-bit SSL (Secure Socket Layer) channel. Although all your backup files travel through a public network (internet), eavesdroppers have no knowledge of what has been exchanged.

- o Backups Are Securely Encrypted. All of your files are first zipped and encrypted with a user-defined encrypting key before they are sent to the Offsite Backup Server. To all people but you, your files stored on the Offsite Backup Server are no more than some trashed files with random content.

o We Don't Keep Your Encryption Key. The encryption key used to encrypt your files resides only on your computer and is known only to you. It is never transmitted anywhere across the network. If this key is lost, all backup files can never be recovered. Therefore, although we have access to all files you stored on our Backup Server, we have no knowledge of the content of the files you stored.

VERY IMPORTANT: Please make sure you write down your encryption key and keep it in a safe place where it will never be forgotten. Otherwise, you will never be able to recover your backup files.

o The Best Encryption Algorithm Is Used. Currently, the algorithm that we use to encrypt your files is 128-bit Twofish. It is a block cipher designed by Counterpane Labs. It was also one of the five Advanced Encryption Standard (AES) finalists chosen by National Institute of Standard and Technology (NIST). It subjects to frequent public reviews but no known attack against this algorithm has been reported.

o It Would Require 8.77 x 1,017 Years To Crack Our 128-Bit Encryption. A 128-bit key size has 2,128 or around 3.4 x 1,038 possible combinations. Even if you have the world's best super computer, ASCI White, SP Power3 375 MHz manufactured by IBM as of November 2000, it would take 8.77 x 1,017 years to test all combinations. Assuming you have this super computer, the ASCI White, SP Power3 375 MHz has 8,192 processors which totals a capability of 12.3 teraflops (trillions of operations/second), available to you. Also it just needs one computer operation to test a possible combination (which is already faster than what it can do). To use brute force attack (checking all combinations) on this encryption algorithm. It would take: 3.4 x 1,038 possible combinations / 12.3 x 1,012 seconds (approximately 2.76 x 1,025 seconds)(i.e.

876530835323573935 years or 8.77 x 1,017 years) to successfully try all combinations. Let alone the ASCI White cannot process as fast as what is described here. You can be sure that your data stored on our server is 100% secure!

o Restricted Access To Your Data By IP Address. You can also restrict access to your backup files from the set of IP addresses you have defined. If someone tries to access your data from an IP address not on your defined list, their access will be denied. This additional security ensures that backup files are not open to all locations, even if the username and password are known.

## 19. DATA RETENTION

DEEPBLUE BACKUP shall not be responsible for retaining any of your data after account termination. All data is deleted from the servers after the account is terminated and from back-ups during scheduled back-up rotation. DEEPBLUE BACKUP shall not restore, provide on any storage media or send out any data pertaining to existing or terminated accounts.

## 20. MAXIMUM CREDITS FOR DOWNTIME

In all cases, the maximum aggregate cumulative SLA credit in any given month for any given Service and for all service levels combined (including application service availability, network availability, etc.), shall not exceed 15% of the underlying fees for such Service for such month.

## 21. CUSTOMER OPERATIONAL OBLIGATIONS AND RESPONSIBILITIES

To access and use the Services, Customers must provide at the very minimum and without limitation:

- an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- a fully functional Internet browser;
- a fully functional POP/SMTP email program (Client) or Microsoft Outlook for MAPI connections to Exchange server;
- tools to develop and publish content as you find suitable and necessary;
- tools to access database servers if such services are purchased by you.

## 22. ENTIRE AGREEMENT

This SLA supersedes all previous versions of the applicable SLA distributed or made available by DEEPBLUE BACKUP or its agents. This SLA, including all attachments, referenced documents and all other policies posted on the website, which are fully incorporated into this agreement either by attachment or by reference, constitutes the entire service level agreement between DEEPBLUE BACKUP's Client and DEEPBLUE BACKUP, with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes to this agreement, or any additional or different terms in your purchase

orders, acknowledgements or other documents, written or electronic, are void.

#### 23. AMENDMENT TO SLA

DEEPBLUE BACKUP shall reserve the right to revise and or modify in part or in whole of the SLA from time to time. You will be informed of any updates or modifications via email or update to SLA will be notified on a prominent space in DEEPBLUE BACKUP's web site. Any queries regarding this SLA can be addressed to [admin@deepbluebackup.co.uk](mailto:admin@deepbluebackup.co.uk)