

Data Retention Services, Inc – a service provider. Standard Service Agreement and Software License Agreement

STANDARD SERVICE AGREEMENT

Data Retention Services, Inc (hereafter, called DRS) agrees to provide storage and restoration service of the client's files using the software provided by DRS.

Installation and use of DRS software requires that you agree to the following terms and conditions (the "Agreement") governing your use of DRS Service. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you may not use the DRS Service.

DRS agrees to provide a secure remote location to store a copy of data you select for any computer you choose to register according to the following Terms and Conditions.

Terms and Conditions

1. Term of Agreement

When DRS software is installed you are registering your computer for the purpose of storing a copy of your or customer's data on DRS servers. This agreement will remain in force unless terminated per Section 4.

The Initial Term commences after you register your computer.

2. Service Fees

Fees for the service under this Agreement shall be as specified on one or all of the following: the DRS Agreement Form, web site, electronic mail or in writing via ground/air carrier.

3. Payments

Invoices are sent out around the 1st week of each month. Any amount not paid when due may bear late charges at the rate of one and one-quarter percent

(1.25%) per month compounded on a daily basis from the date due until the date paid. You may be liable for all expenses incurred in collecting charges that are in arrears, including reasonable attorneys' fees.

If you fail to pay the charges for DRS Service for a period of thirty (30) days after the due date on the invoice, DRS may (a) cease providing the service and delete all data transmitted to it by you and/or (b) refuse requests to allow the restore of your data. IN THE EVENT DATA RETENTION SERVICES INC TAKES ANY ACTION PURSUANT TO THIS SECTION, IT SHALL HAVE NO LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU. Nothing herein shall preclude DRS from pursuing other remedies authorized by statute or otherwise.

4. Cancellation Rights and Charges

You may cancel the DRS Service during the first 30 days of installation without incurring any fees.

After the first 30 days, this Agreement will remain in force unless you send a termination notice via USPS certified return receipt mail to:

Data Retention Services, Inc
P.O Box 381433
Birmingham, AL 335238-1433

This termination notice should include: business name, contact name, contact email address, business telephone number, business address and requested termination date.

If you fail to pay the charges for DRS Service for a period of thirty (30) days after the due date on the invoice, DRS may (a) cease providing the service and delete all data transmitted to it by you and/or (b) refuse requests to allow the restore of your data. IN THE EVENT DATA RETENTION SERVICES INC TAKES ANY ACTION PURSUANT TO THIS SECTION, IT SHALL HAVE NO LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU. Nothing herein shall preclude DRS from pursuing other remedies authorized by statute or otherwise.

5. LIMITED WARRANTY

EXCEPT FOR THIS WARRANTY, DATA RETENTION SERVICES INC AND ITS LICENSORS DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE.

This limited warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. If you believe that the service does not conform to the warranty described above, contact Customer Service at **customerservice@dataretentionservices.com**. Data Retention Service's exclusive liability and your sole remedy for breach of this limited warranty shall be either re-performance of the specific service component which failed free of charge or, at DRS

discretion, refund of any fees paid by you for the period in which the specific service component failed to conform to this limited warranty.

Some jurisdictions do not allow the exclusion or limitation of relief, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

6. LIMITATION OF LIABILITY

DATA RETENTION SERVICES INC AND ITS LICENSOR'S CUMULATIVE LIABILITY TO YOU AND ALL OTHER PARTIES FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICE OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICE SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU DURING THE PERIOD OF THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

DATA RETENTION SERVICES INC AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR ANY DATA SUPPLIED THEREWITH OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICE, EVEN IF DATA RETENTION SERVICES INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DATA RETENTION SERVICES INC IS NOT LIABLE FOR THE ACCURACY OR INTEGRITY OF YOUR DATA. IF YOUR DATA IS CORRUPT IT WILL BE BACKED UP IN A CORRUPT STATE AND RESTORED IN A CORRUPT STATE.

Some jurisdictions do not allow the exclusion or limitation of special, incidental, consequential, indirect or exemplary damages, or the limitation of liability to specified amounts, so the above limitation or exclusion may not apply to you.

7. Other

7.1 Acts Beyond Data Retention Service's Control shall not be deemed to be in breach of this Agreement if its obligations are delayed or prevented by any reason of any act of God, war, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of your agents or your third party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

7.2 Notice of Claim and Filing of Suit

You must present any claim in writing to Data Retention Services Inc within a reasonable time, and in no event longer than thirty (30) days after the event for which the claim is presented. No action may be maintained against Data Retention Services Inc for loss, damage or destruction of data transmitted, unless a timely written claim has been given as provided above, and unless such action is commenced within one (1) month after the date on which such written claim delivered in accordance with the foregoing, has been received by Data Retention Services Inc. A written claim must be sent via USPS certified return receipt.

Mail to:

Data Retention Services, Inc
P.O Box 381433
Birmingham, AL 335238-1433

7.3 Ownership Warranty

You warrant that you are the owner or legal custodian of the data transmitted to Data Retention Services Inc pursuant to the terms of this Agreement and that you have full authority to transmit said data and direct its disposition in accordance with the terms of this Agreement.

7.4 Confidentiality

“Confidential Information” means any information (without regard to the medium on which such information may be recorded, whether written, visual, audio, graphic, computerized or otherwise) concerning or relating to your property, business and affairs and specifically includes data transmitted from any registered computer to Data Retention Service’s Computers. Confidential Information shall be held in confidence by Data Retention Services Inc and shall be used only for the purposes provided for in this Agreement. Data Retention Services Inc may comply with any subpoena or similar order related to data on the computer located within a Data Retention Services Inc authorized facility, provided that Data Retention Services Inc notifies you promptly upon receipt thereof, unless such notice is prohibited by law. You shall pay Data Retention Services Inc.’s reasonable charges for such compliance.

7.5 Indemnification

You agree to fully indemnify and hold harmless Data Retention Services Inc and its employees and agents for any liability, cost or expense (including litigation expenses and reasonable attorneys’ fees) arising out of (i) Data Retention Services Inc.’s possession of your data, or (ii) your breach of the terms and conditions of this Agreement.

7.6 Modification; Authority; Assignment

You acknowledge that you have the authority to enter in to this Agreement on behalf of your company or your customer and that you may authorize other individuals to purchase

additional services. This Agreement binds any of your authorized users, as well as your heirs, executors, successors, and assigns and cannot be changed orally. As a condition precedent to your installation of the Data Retention Service Software Agent, you must elect to accept the Terms and Conditions and the Software License Agreement. In the event you elect not to accept such agreements, this Agreement shall automatically terminate without further action or notice and without liability to any party. **CUSTOMER IS ADVISED TO CAREFULLY REVIEW THE TERMS AND CONDITIONS AND THE SOFTWARE LICENSE AGREEMENT FOR IMPORTANT INFORMATION REGARDING SERVICE REQUIREMENTS, USAGE RESTRICTIONS AND SUPPORT FUNCTIONS RELATING TO THE SERVICE.** You shall also be responsible for complying with, and/or acknowledging, any “terms of use” and “privacy policy” posted on the DRS web site. This Agreement may not be assigned by you (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of Data Retention Services Inc, which shall not be unreasonably withheld or delayed. This Agreement may be terminated or assigned by Data Retention Services Inc to any authorized provider of the service by giving 10 days notice to you.

7.7 Governing Law; Jurisdiction

This Agreement is governed by the laws of the State of Alabama, excluding its conflicts of laws principles. you hereby submit to the exclusive jurisdiction of the federal and state courts of the State of Alabama; provided, however, that Data Retention Services Inc shall have the right to institute judicial proceedings against you or anyone acting by, through or under you, in other jurisdictions in order to enforce Data Retention Services Inc.’s rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief. Each party hereby irrevocably waives any and all rights to a jury trial and any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding relating to this Agreement in Alabama and further irrevocably waives any claim that Alabama is not a convenient forum for any such suit, action or proceeding.

7.8 General

This Agreement and any supplemental agreements with respect to the service constitute the entire understanding between Data Retention Services Inc and you with respect to subject matter hereof. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by Data Retention Services Inc in writing. you shall be responsible for and shall pay, and shall reimburse Data Retention Services Inc on request if Data Retention Services Inc is required to pay, any sales, use, value-added or other tax (excluding any tax that is based on Data Retention Services Inc.’s net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the service.

STANDARD SOFTWARE LICENSE AGREEMENT

This software license agreement is a legal agreement between you as the Licensee (either an individual or an entity) and the Software Licensor. By opening the sealed software packet(s), clicking an "ACCEPT" button during installation or purchase, and/or using the software you are agreeing to be bound by the terms of this agreement.

1. **GRANT OF LICENSE.** This License Agreement permits you to use one copy of the SOFTWARE on a single computer.
2. **COPYRIGHT.** The SOFTWARE and accompanying materials (including any images, "applets", photographs, animations, video, audio, music and text incorporated into the SOFTWARE and accompanying materials) is owned by the Licensor and is protected by United States copyright laws and international treaty provisions and all other applicable national laws. Therefore, you must treat the SOFTWARE and accompanying materials like any other copyrighted material (e.g. a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes.
3. **RESTRICTED USES.** You may not install or use this software on computers that are connected to life-saving or life-support medical equipment, nor on any equipment used in the production or administering of drugs or breathable gasses, nor on any equipment that, through malfunction or misuse, could directly or indirectly cause physical injury or death.
4. **OTHER RESTRICTIONS.** You hereby agree not to reverse engineer, decompile or disassemble the SOFTWARE. You agree not to analyze the software, its data files, or transmission protocols in an attempt to discover its systems and methods of operation. You agree not to communicate to others any discovery of technical procedures, systems and methods, or protocol of the Software. You hereby agree that the Software does not infringe on any patent, copyright, trademark, or other intellectual property rights under your control either directly or indirectly, or under the control of any company or other entity to which you report. You agree to hold harmless the Licensor in any intellectual property dispute that might arise from the discovery or disclosure of such information by you as a result of a violation of this paragraph.
5. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-- Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is the Licensor.

6. EXPORT CONTROLS. You may not download or otherwise export or reexport the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Haiti, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

7. INSTALLATION AND SUPPORT. You and/or your Service Provider are solely responsible for the installation and maintenance of the Software, and for the proper installation, configuration, and operation of the software and the hardware, supporting software, and services upon which the Software relies. You and/or your Service Provider are solely responsible for the configuration and operation of the Software. **You are responsible for selecting the correct settings software.** The Software is delivered with certain default settings which may not be appropriate for all Clients.

8. TECHNICAL SUPPORT. Your Service Provider will provide technical support for the Software through whatever means it uses. The Licensor is NOT responsible, and will not provide, Technical Support directly to Clients.

Product support for the SOFTWARE is provided by the Service Provider For product support, please refer to your Service Provider's telephone number or web site.

9. DEFINITIONS. "Licensor" is Online Holdings, LLC, of Eads, TN USA. "Service Provider" is the company or individual who provided this Software and who hosts the Server and provides remote backup services to you. If you are operating your own Server, YOU are the Service Provider

APPENDIX

WARRANTY AND SPECIAL PROVISIONS FOR UNITED STATES OF AMERICA AND ANY OTHER COUNTRY LIMITED WARRANTY

LIMITED WARRANTY. Any implied warranties on the SOFTWARE are limited to fifteen (15) days. Implied warranty is voided by misapplication, misuse, attempted use outside the recommended software environment, on equipment or networks

not suited to the SOFTWARE, or which could have been avoided by reading the documentation included with the Software.

CUSTOMER REMEDIES. The Licensor's and Service Provider's, its officers' and employees' entire liability and your exclusive remedy shall be, at the sole discretion of the Licensor or Service Provider, repair or replacement of the SOFTWARE that does not meet this Limited Warranty, or refund of money paid. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse or misapplication.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, the Licensor, its officers, and employees disclaim all other warranties, either express or implied, including but not limited to suitability for any particular purpose.

SERVICE PROVIDER'S WARRANTY. The Service Provider may have different warranty and return/refund policies than those outlined in the above paragraph for the Licensor. Check with your Service Provider or its Service Agreement for more information.

ACCEPTANCE OF THESE CONDITIONS. By clicking the "YES" button during software installation, or by downloading, installing or using the software, you accept the terms of this license agreement. You agree that you fully understand the capabilities of the software, and that you accept the software as-is.

This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall the Licensor or the Service Provider, or their officers, or employees be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruptions, loss of business information or any other pecuniary loss) arising out of the use of or inability to operate this product, misapplication, failure to read and understand the operating instructions in all its forms - Help Files, Web based, printed, and verbal, even if the Licensor and/or the Service Provider has been advised of the possibility of such damages. In any case, the Licensor's and the Service Provider's, (including their officers', and employees') entire liability under any provision of this agreement shall be limited to the amount actually paid by you to the Licensor or the Service Provider for the SOFTWARE and any accompanying services.

IN NO EVENT SHALL THE LICENSEE, the SERVICE PROVIDER AND/OR THEIR OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER

TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM ANY OF THE LICENSOR'S OR SERVICE PROVIDER'S WEB SITES OR INFORMATION SERVICES.

Should it become necessary for the Licensor or Service Provider to retain counsel to enforce its rights, or defend any action or inaction under this agreement, you agree to pay all costs of such enforcement and/or defense, including, but not limited to, all court costs and other litigation expenses, together with the Licensor's and/or Service Provider's reasonable attorney fees. If the Licensor is a party, this agreement shall be governed by the laws of the state of Tennessee. If the Service Provider AND NOT the Licensor is a party, this agreement shall be governed by the laws of the state in which the Service Provider maintains its head office. In either case, this agreement shall inure to the benefit of the Licensor and/or Service Provider and any successors, administrators, heirs, and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought (if the Licensor is a party) only in a STATE or FEDERAL COURT of competent jurisdiction located in Shelby County, Tennessee; and if the Service Provider is a party, in the county and state in which the Service Provider maintains its head office. If both the Licensor and the Service Provider are parties, any action shall be brought only in a STATE or FEDERAL COURT of competent jurisdiction located in Shelby County, Tennessee. The parties hereby consent to in personam jurisdiction of said courts.

Form C-9.9.16

Permission to Access Network, Hardware, and Stored Data

This is a legal agreement between you and Data Retention Services, Inc.

This document specifically grants Service Provider permission and passage to access client's computer and data networks, hardware and stored data files. This access is granted to facilitate the evaluation of the state of the data stored, currently and/or previously, on computing equipment on said network, and to troubleshoot, evaluate, install software on, and/or otherwise service or work on said network or equipment.

This permission is granted fully and willfully by signed client, and said evaluation takes place at client's request. In no event shall Service Provider be liable for any data loss, either currently or previously stored on any computing equipment on client's network,

further clarifying and affirming the separation of liability as stated in the Software License and Agreement previously authorized and executed by client.

Service Provider agrees to take all normal precautions to ensure that any personally identifiable information that might become known to us is kept confidential, and that printed or digital information is destroyed following this support session.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Service Provider or its employees be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruptions, loss of business information or any other pecuniary loss) arising out of Service Provider's access to Client's computer(s) or network(s), the use of or inability to use any of Service Provider's product or service, even if Service Provider has been advised of the possibility of such damages. In any case Service Provider's entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE and/or any of Service Provider's hardware and/or services.

IN NO EVENT SHALL Service Provider AND/OR ITS EMPLOYEES OR OFFICERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM ANY OF Service Provider's WEB SITES OR INFORMATION SERVICES.

This agreement shall be governed by the laws of the Service Provider's state and shall inure to the benefit of Service Provider and any successors, administrators, heirs, and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a STATE or FEDERAL COURT of competent jurisdiction located in Service Provider's state and county. The parties hereby consent to in personam jurisdiction of said courts.