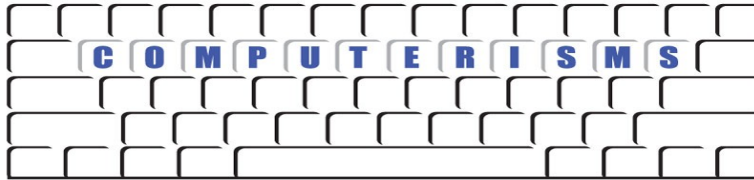


**Service Agreement for use of Computerisms Off Site Data Storage  
Between:  
Computerisms (Box 30165, Whitehorse, Yukon, Y1A 5M2)  
And**

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**What we both agree to do:**

1. Computerisms agrees to provide the following equipment and services:
  - A wireless endpoint device that will connect the customer's existing network to the Computerisms' Backup Network.
  - WPA2 encrypted communication between the wireless endpoints at the customer's location and the Off Site Storage Device.
  - A set amount of data storage on a hard drive, formatted to the customer's specifications.
  - A protocol by which the customer's local machines may connect to the data storage server such as SMB or NFS.
  - Provide online help pages and documentation.
2. The Customer agrees to:
  - Pay at the beginning of the month for the month's service, or at the beginning of the year for the year's service.
  - Pay any setup fees as per the pricing schedule available on Computerisms' web site.
  - Notify Computerisms immediately after any mishap or outage with the wireless equipment.
  - Return Computerisms' wireless endpoint upon termination of the Off Site Data Storage service.

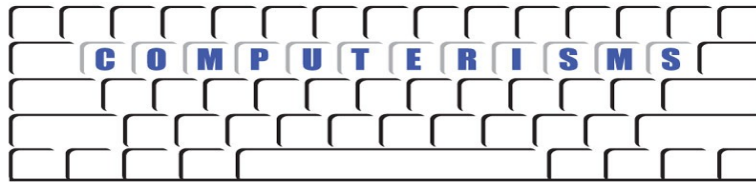


### **What we both agree not to do:**

1. Computerisms will not:
  - Knowingly make any stored data or network transmission available to any party except to which it belongs.
  - Make the Data Storage Server accessible from the internet
  - Allow any devices controlled by a third party to be connected to the Backup wireless network or data storage server
2. The customer will not:
  - Hold Computerisms liable for loss of data or any other damages that may arise from use of the Off Site Data Storage system.
  - Interfere with, tamper with, or reposition Computerisms wireless equipment without consultation and consent from Computerisms.
  - Attempt to gain access to other customer's data or network transmissions.
  - Provide passwords related to Computerisms Off Site Data Storage system to any other party except its own employees and contractors.

### **Guarantees, Limitations and Obligations:**

1. Computerisms makes no guarantees beyond that of best intent and best effort to provide a quality and secure service.
2. Wireless equipment is subject to external forces beyond Computerisms' control and as such no guarantee of throughput is provided. Best effort is Computerisms only promise.
3. Computer hardware, including hard drives, is subject to wear, tear, and failure. Computerisms will not be held responsible for data loss or any other damage due to hardware failure.
4. Computerisms will not provide a backup of any customer's backup.



5. Computerisms will not be responsible for any misconfigurations on the customers LAN or workstations that interfere with or impede the Off Site Data Storage system.
6. If wireless equipment fails due to Hardware failure or misconfiguration, Computerisms will repair the unit without charge.
7. If wireless equipment fails due to negligence, inaction, or malicious action on behalf of the customer, the customer agrees to pay up to \$150 for hardware replacement and time at Computerisms normal hourly rate for repair. This includes electrical damage in the event the wireless endpoint is not plugged into a surge protector or Uninterrupted Power Supply.

### **Termination**

1. This agreement may be terminated by the customer at any time. Unused portions of paid storage services will not be refunded.
2. Computerisms may terminate this agreement immediately upon; violation of this agreement, proof of malicious intent or abuse of the Off Site Data Storage system, or proof of illegal activity.
3. Computerisms may terminate this agreement with 10 days notice prior to the next billing cycle.
4. The customer agrees to return the wireless endpoint provided by Computerisms or pay \$150 replacement fee.