

This Server Backup Service agreement applies only if indicated in a particular service order for Virtual IT Department Services ("**Service Order**") entered into by ShareTech, LLC ("**ShareTech**") and Client, and is governed by the applicable Agreement described in the Service Order. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. SERVICE. Provide software to electronically transmit and store backup data on a regular basis to ShareTech's backup servers. The default data retention policy is 30 days. The retention policy can be increased, if requested, which would increase the monthly cost depending on the amount of data retained.

2. FEES. All Fees for backup are as set forth in the applicable Service Order.

3. GENERAL TERMS & CONDITIONS.

- a. Use of the Server Backup Service (the "Service") consists of the right of a Subscriber of the Service ("Subscriber") to electronically transmit and store computer data using either a private data communications network, or the Internet into a location maintained by ShareTech and to retrieve said data should they be required. The Service is made available by ShareTech to Subscriber during the period Subscriber maintains a paid subscription to the Service.
- b. All data is fully encrypted during transmit off-site and while stored off-site. All data is stored offsite, in encrypted form, on multiple servers in a highly secure data center facility. (a) Each file is encrypted using 256-bit AES key-based encryption technology. (b) The backup agent unit communicates with the off-site servers using SSL (Secure Socket Layers) technology. (c) Data stored off-site remains encrypted at all times.
- c. Client backup data being stored remains the sole property of the Client. If the Client chooses to terminate services, ShareTech will assist Client in the orderly termination of services.
- d. No bailment or similar obligation is created between Subscriber (and/or Subscriber's designated users) and ShareTech with respect to Subscriber's stored data. Subscriber is solely responsible for maintaining the confidentiality of Passwords, including restricting the use of the Password by Subscriber's designated users. Subscriber shall be responsible for all use of the Service accessed through Subscriber's Password. **SHARETECH SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUBSCRIBER, SUBSCRIBER'S DESIGNATED USERS, OR OTHER USERS OF THE SERVICE TO MONITOR, SUPERVISE OR OVERSEE THE CONTENTS OF FILES STORED ON THE SERVICE. SHARETECH IS NOT RESPONSIBLE FOR PROVIDING SUBSCRIBER WITH PASSWORDS IN THE EVENT OF A FORGOTTEN PASSWORD. WITHOUT THE CORRECT PASSWORD, SUBSCRIBER'S DATA WILL REMAIN ENCRYPTED AND INACCESSIBLE.**
- e. Subscriber shall not use the Service for storage, possession or transmission of any information, the possession, creation or transmission of which violates any

- state, local or federal law, including without limitation, stolen materials, obscene materials or child pornography.
- f. Subscriber agrees to indemnify ShareTech against liability for use of Subscriber's account which liability is a direct result of Subscriber's misuse or negligent use of its account(s).
 - g. ShareTech may make copies of all files stored as part of the backup and recovery of servers utilized in connection with some of the Services. ShareTech is not obligated to archive such copies and will utilize them only for backup purposes. They will not be accessible to Subscriber.
 - h. Subscriber is responsible for and must provide all telephone and other equipment and services necessary to access the Service. Subscriber should maintain a primary electronic file of all materials stored in the Service. Subscriber should not utilize the service as a substitute for primary electronic file maintenance.
 - i. **SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. NEITHER SHARETECH NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR SHARETECH OR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER SHARETECH NOR ANYONE ELSE INVOLVED IN CREATING, DELIVERING OR MAINTAINING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. IN NO EVENT WILL SHARETECH BE LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY SUBSCRIBER, IF ANY, FOR THE SERVICE FOR THE TWELVE MONTH PERIOD PRECEDING THE EVENT FORMING THE BASIS OF THE CLAIM.**
 - j. This agreement is, and shall be governed by and construed in accordance with the law of the State of Minnesota applicable to agreements made and performed in Minnesota.
 - k. Notwithstanding any acknowledgment of a Subscriber purchase order by ShareTech, any provision or condition in any purchase order, voucher, letter or other memorandum of the Subscriber which is in any way inconsistent with, or adds to, the provisions of this agreement is null and void. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.