

Doctor Logic's Terms and Conditions for the provision of Dr Logic Backup Services

Please read the following terms and conditions ("the Terms and Conditions") and the End User License Agreement For CrashPlan carefully. Your instructions to us to install CrashPlan software on your computer(s) will be deemed your acceptance of these Terms and Conditions and the terms and conditions contained in the End User License Agreement For CrashPlan, which together constitute the entire agreement between you and Dr Logic ("the Agreement") shall be binding unless agreed in writing and signed by duly authorised representatives of you and Dr Logic.

Date: ____ / ____ / 2009

This Agreement is between

1. Doctor Logic Limited (a company registered in England and Wales, whose registered office is at 2nd Floor 145-157 St John Street, London EC1V 4PY, company no. 4947299) ("Dr Logic"),

and

2. Client name: _____

Registered office: _____

Company no.: _____

pursuant to which Dr Logic provides the Dr Logic Backup services.

In these Terms and Conditions, "we"/"us"/"our" means Dr Logic, and "you"/"your"/"yours" means you, the client.

Definitions

"Fee" means the Fee per computer for the Services

"Services" means the supply by us to you of the Software and related support services as set out in Clause 1.2 of these Terms and Conditions.

"Software" means the CrashPlan software.

1. The Services

- 1.1 We shall supply the Services to you, and you shall pay the Fee for the same as set out in the Agreement.

- 1.2 The Services shall comprise the following:
 - 1.2.1 provision to you of the Software, subject to your agreement to the applicable terms and conditions of the End User License Agreement For CrashPlan;
 - 1.2.2 provision on our website (www.drlogicbackup.com) of the information and instructions required to enable you to install and configure the Software on your computer(s);
 - 1.2.3 provision to you of technical support by email and/or phone, to assist your installation and configuration of the Software;
 - 1.2.4 the setting up by our engineer of a username and password for you (your account);
 - 1.2.5 password protection, compression and copying (backing up) of your files to the Dr Logic Backup server in our data centre; and
 - 1.2.6 provision of regular email reports of the backup status of your files.

2. Period of agreement

The Agreement shall commence when we receive your instructions to install CrashPlan software on your computer(s), receipt of which we will confirm to you by email, and shall continue in force until it is terminated in accordance with Clause 14 or Clause 15 of this Agreement.

3. Independent contractor status

You engaged us as an independent contractor. Nothing herein will create a joint venture, partnership, or agency between us and you, or render either of us an agent or partner of the other.

4. Our obligations:

We shall:

- 4.1 use reasonable endeavours to provide the Services in accordance with the Agreement;
- 4.2 in the event that our server goes down, endeavour to make it operational again as soon as possible, but we offer no guarantee whatsoever to be able to do so;

- 4.3 provide assistance to you by email in the event that you are unable to backup your files.

5. Client's obligations

You shall:

- 5.1 co-operate with us as reasonably necessary in order to enable us to provide the Services;
- 5.2 be solely responsible for specifying which files and folders you wish to be backed up;
- 5.3 be responsible for notifying us in the event that your files are not being backed up.
- 5.4 be solely responsible for the Internet and any network connection at your premises.

6. Subcontracting

We may engage sub-contractors to undertake the Services provided that we shall at all times comply with and fulfil our obligations under the Agreement.

7. Fee

- 7.1 For fees, please refer to pricing page on our website.
- 7.2 All amounts charged are exclusive of VAT.
- 7.3 We reserve the right to review the Fee and other charges periodically, and shall give you no fewer than 30 days' written notice of any changes.

8. Payment

- 8.1 If you choose to pay monthly, we shall charge the Fee monthly in advance.
- 8.2 If you choose to pay annually, we shall invoice the Fee on commencement of the Services, and then on commencement of each subsequent year.
- 8.3 Payment of the Fee shall be made by you to us by credit card only.
- 8.4 We shall charge you card monthly/yearly as applicable and send the sales receipt via email. In respect of annual payments we can issue an invoice in advance of payment on request.
- 8.5 In the event that you fail to pay the invoice within 30 days of the invoice date, we reserve the right to deactivate your account without notice and terminate this Agreement. We also reserve the right to charge interest on amounts which are not paid within 30 days of the invoice date, at a rate of 4% above the base rate of HSBC plc from time to time calculated on a daily basis.

9. Client alterations to facilities or equipment

- 9.1 In the event that you alter, interfere with, or damage in any way whatsoever any facilities, including but not limited to equipment or software configured, set up, and/or maintained by us, without our express prior written consent, you do so at your own risk and expense.
- 9.2 We shall have no liability nor shall we be responsible in any way whatsoever for problems or damage arising either directly or indirectly as a result of your alteration of or interference with facilities, equipment, and/or your network or system, and it is specifically agreed that we shall have no liability whatever for any consequences of such alteration or interference, and our liability therefore is excluded to the fullest extent permitted by law.

10. Data restoration onto hard drive

- 10.1 In the event that you require us to restore your data onto a hard drive to be delivered back to you, you shall be liable to pay a fee of £250.00 per terabyte exclusive of VAT and you shall be invoiced accordingly. The cost of the drive(s) shall be included within the fee for the data restoration and will be yours to keep.
- 10.2 Payment for data restoration and for a hard drive shall be made by you to us within 30 days of the date of the invoice.
- 10.3 We can also "seed" the backup. We will perform a backup at your site and then take it to our data centre. The charge for this service is £250.00 per terabyte.

11. No warranty

CrashPlan products are provided by us "as is" and subject to the terms and conditions of the End User License Agreement For CrashPlan, and we do not warrant that CrashPlan products will meet your requirements or that the operation of them will be uninterrupted or error-free. All expressed or implied warranties, description, representations and conditions as to fitness or suitability for any purpose in respect of the Services or any product, including but not limited to any item of software, provided by us are expressly excluded. We accept no liability in relation to our performance of the Services, or in relation to any product manufactured, sold or supplied by CrashPlan.

12. Limitation of liability

- 12.1 We shall not be liable to you for any loss of or damage of any kind (including but not limited to loss of profits, business, contracts, anticipated savings, goodwill, revenue or any direct, indirect or consequential loss or damage whatever, whether in contract, tort (including negligence) or otherwise. Nothing in this clause shall, however, limit our liability arising in relation to death or personal injury.
- 12.2 Subject to Clause 12.1, our liability to you shall at all times be limited to the amount paid by you for the Services.

13. Force majeure

We shall not be liable to you or deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of our obligations in relation to the Services, if the delay or failure was due to any cause beyond our reasonable control, including but not limited to Acts of God, explosion, flood, tempest, fire or accident, war or threat of war, riot, sabotage, insurrection, civil disturbance, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary, or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving our employees or those of any third party), I.T. viruses, power, Internet or network failure, failure of your equipment, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

14. Termination

- 14.1 The Agreement may be terminated by either party giving to the other at least one month's notice of termination in writing (which may include email) specifying the date of termination and without the need to give reasons. Such termination shall take place at the end of a month, and you shall be liable to pay our Fee up to the time of termination.
- 14.2 Neither party shall have any right against the other arising out of or in consequence of such termination, provided that the termination shall not affect any prior right the parties may have against each other pursuant to this Agreement.
- 14.3 In the event that you cease, or threaten to cease, or dispose of or threaten to dispose of all or a substantial part of your business, we shall be entitled to terminate this Agreement forthwith.
- 14.4 In the event that you do not pay our Fee within 30 days of the date of our invoice for the same, we shall be entitled to terminate this Agreement immediately without giving notice.
- 14.5 In the event of any material breach of the Agreement the party not in breach may serve notice on the party in breach requiring the breach to be remedied (if capable of remedy) within the period specified in the notice, which must be at least 14 (fourteen) days. If the breach has not been remedied before the expiry of the specified period the party not in breach may terminate this Agreement by giving written notice to the other.
- 14.6 Failure of a party to take action in relation to any breach shall not prejudice the rights of that party in respect of any further breach by the other party.
- 14.7 On the termination of the Agreement for any reason you shall provide such assistance as we reasonably require, including delivery to us, or to such person as we notify to you in writing, of all documents and data in

your custody or control relating to the performance of our obligations under the Agreement.

15. Summary termination for insolvency and other reasons

15.1 You shall notify us in writing immediately upon the occurrence of any of the following events:

15.1.1 where you are an individual in England and Wales a petition is presented for your bankruptcy or a criminal bankruptcy order is made against you or you make any arrangements with or for the benefit of creditors, or make any conveyance or assignment for the benefit of creditors; or

15.1.2 where you are a firm or a number of persons acting together in any capacity, if any event in Clause 15.1.1 occurs in respect of any partner in the firm or of any of those persons; or a petition is presented for you to be wound up; or

15.1.3 where you are a company, if the company passes a resolution for winding up or the court makes an administration order or winding up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, liquidator, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

15.2 On the occurrence of any of the events described in Clause 15.1 we shall be entitled to terminate the Agreement with immediate effect. Such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue to us.

16. Rights and obligations on termination

16.1 Following the termination of the Agreement (whether by notice or otherwise) the provisions which by their nature are required to survive termination (including your obligation to pay any outstanding Fees) shall remain in full force and effect.

16.2 On termination of the Agreement for any reason, we shall cease to backup your data, and all backup data which we hold will be deleted immediately, unless we have agreed to the contrary in advance of termination in writing.

17. Assignment

You shall not assign, transfer, or charge any of your rights or obligations under this Agreement, in whole or in part. We shall be entitled to assign

any rights or obligations under this Agreement, provided that we notify you of such assignment in writing.

18. Third parties

The Contracts (Right of Third Parties) Act 1999 is excluded from applying to the Agreement and nothing in the Agreement confers or purports to confer on any third party any benefit or any right to enforce any terms herein.

19. Amendments and variation

The provisions of the Agreement may be varied or amended only by agreement in writing between persons duly authorised by the parties.

20. Waiver

No delay or failure by either party to exercise any of its powers, rights or remedies under the Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

21. Notices

All notices to be given under this Agreement will be in writing (which may include email) signed (digitally, in the case of email) by or on behalf of the party giving it and shall, unless delivered personally, be left at, or sent to, the address of the recipient, or to any other address the recipient may designate by notice in accordance with this Clause. Notices may be delivered personally by hand, by first class pre-paid letter, by facsimile transmission, or by email. Any notice given under this Agreement shall be deemed served if delivered personally, on delivery; if sent by first class post, two clear days after the date of posting; and if sent by facsimile or e-mail, when despatched.

22. Severability

If any part of the Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part will be severed from the Agreement, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

23. Entire agreement

The Agreement constitutes the entire agreement between the parties with respect to its subject matter and shall have effect to the exclusion of any other memorandum, agreement, or understanding of any kind, whether oral or written, between the parties hereto.

24. Governing law and jurisdiction

The Agreement shall be governed by and construed in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

Signed for and behalf of the Client

Company: _____

Position: _____

Signed: _____

Name: _____

Signed for an behalf of Doctor Logic Limited

Position: _____

Signed: _____

Name: _____