



16787 Beach Boulevard #481
Huntington Beach, CA 92647-4848
714.847.3470
www.skullco.com

Online Backup Service Subscription Agreement

1. Use of this 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 to a server operated by SkullCo Technology Solutions ("SkullCo") located at a secure data center and to retrieve said data should they be required. The Service is made available by SkullCo to Subscriber during the period Subscriber maintains a paid subscription to the Service. Subscriber must be a currently licensed user of SkullCo's software for Services where software is required to provision access.
2. These terms and any additional Operating Rules published by SkullCo from time to time constitute the entire and only agreement (collectively, the "Agreement") between SkullCo and Subscriber (including Subscriber's designated users) with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. Upon notice published over the Service, SkullCo may modify this Agreement, the Operating Rules or prices, and may discontinue or revise any or all other aspects of the Service at its sole discretion and without advance notice. Unless otherwise agreed, Subscriber's right to use the Service or to designate users is not transferable and is subject to any limits established by SkullCo. This agreement is, and shall be governed by and construed in accordance with the law of the State of California applicable to agreements made and performed in California.
3. Subscriber shall pay in advance any service fees and other charges incurred by Subscriber at the rates in effect for the billing period in which those charges are incurred. Invoices for the Services agreed to for the subscription period requested will be sent to the Subscriber via e-mail in advance of the expiration date of the current subscription period. The Subscriber shall maintain a current account profile with accurate contact information for future communications. SkullCo may, at its discretion, suspend or cancel a Subscriber's Service if payment is not received by the start date on the invoice. Further, SkullCo may cancel the Service to Subscriber without cause upon thirty (30) days prior written notice. At the time of cancellation, the Subscriber's access to any of Subscriber's data stored by the Service may be permanently terminated, and all of Subscriber's data stored by the Service will be deleted. SkullCo may not provide a refund for any unused portion of the Services paid in advance by Subscriber.
4. All Subscriber's data is stored by the Service in encrypted form using a password selected by the Subscriber. 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. In the event that a Subscriber should lose their encryption key, the key cannot be recovered by SkullCo and all data stored by the Service will remain encrypted and inaccessible.

5. Subscriber's data stored by the Service may be regularly archived, in its encrypted form, and stored in a location independent of the Data Center. Copies of the archived data may be transferred to DVD or other removable media and sent to the subscriber for their archival purposes if requested. Archival copies requested by the Subscriber will be subject to an archival and media charge.

6. In the event assistance is needed by the Subscriber, they may contact the Provider using the online support system or via the telephone number provided. All service requests are handled on an as-available basis during regular business hours. Support requests received during regular business hours to address issues or questions related to the Provider's data center, servers, or general operation are free of charge. Issues specific to a Subscriber's personal hardware, network infrastructure, or software installation will be outside the scope of the Service, and are subject to regular technical support fees. Requests for service outside of regular business hours are subject to after-hours support fees.

7. Subscriber agrees to indemnify SkullCo 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), or for the contents of a Subscriber's files.

8. A broadband Internet connection at the Subscriber's location is required in order to transmit the backup data to the Provider's data center. Obtaining and maintaining the Internet service is the responsibility of the Subscriber. The speed of the Service may be impacted by the limits imposed by the Internet service. SkullCo may also regulate the amount of bandwidth used by the Subscriber or alter the backup schedule in an effort to better manage server resources.

9. SkullCo does not warrant that the Service will be uninterrupted or error free; nor does it make any warranty as to the results to be obtained from use of the Service. SkullCo is unable to validate the integrity of the Subscriber's stored data due to the encryption. The Subscriber is recommended to perform periodic restores of data in order to validate the stored data. In the event the Subscriber identifies a problem with the integrity of the backup data, they must notify the Provider immediately in order to ensure that the problem is corrected in a timely manner. In no event will SkullCo's liability for any claim, whether in contract, tort or any other theory of liability, exceed the amounts paid by Subscriber, if any, for the three month period preceding the event forming the basis of the claim.

10. Any and all other agreements with SkullCo for any other product or service and any fees associated with those agreements will be considered separate and independent agreements.