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Rev. 1/2010

## EXCALIBUR NET-SAFE DATA BACKUP SERVICE SIGN-UP FORM

### BASE PACKAGES:

SELECT	BACKUP SPACE	SETUP FEE	MONTHLY FEE
<input type="checkbox"/>	1 GB	\$40.00	\$ 5.95
<input type="checkbox"/>	2 GB	\$30.00	\$ 9.95
<input type="checkbox"/>	4 GB	\$20.00	\$12.95
<input type="checkbox"/>	8 GB	\$15.00	\$14.95
<input type="checkbox"/>	16 GB	\$10.00	\$19.95

### ADVANCED PACKAGES:

<input type="checkbox"/>	25 GB	\$0.00	\$24.95
<input type="checkbox"/>	50 GB	\$0.00	\$39.95
<input type="checkbox"/>	100 GB	\$0.00	\$69.95
<input type="checkbox"/>	> 100 GB	\$0.00	Call for quote

By signing below, I authorize setup of the Net-Safe backup program. I have read the License Agreement on the following pages and agree to the terms.

\_\_\_\_\_  
Client Authorized Signature

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Date



# Excalibur TECHNOLOGY

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## Excalibur Technology Net-Safe Internet Backup User License Agreement

NOTICE TO ALL USERS: Read the following legal agreement ("Agreement") which sets forth terms for the use of the software and the cancellation of services provided to you by Excalibur Technology Corporation. You are consenting to be bound by and are becoming a party to the following license agreement.

NOTE: BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE SOFTWARE PRODUCT (DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This is an agreement ("Agreement") between Client ("Client") named on page one and Excalibur Technology Corporation ("Company").

### **1. Grant of License for Personal or Business Use.**

Subject to the terms of this Agreement, Excalibur Technology Corporation grants to you, the user, a single, non-exclusive, non-sublicensable limited license to install and use Excalibur Technology Corporation's Net-Safe software program (the "Software") and related information, materials and documentation (the "Documentation") on a single PC.

### **2. Responsibility.**

The Client is responsible for installing Excalibur Technology Corporation's Net-Safe software and making sure the proper files are selected for backup. The Client is also responsible for monitoring backup logs, schedules, and activity to determine if backups are running properly and on schedule. Any support calls placed to an Excalibur office will be billed under then current phone support rates. Client agrees to pay for all such additional support charges.

The Client is responsible for the cost and maintenance of all telephone or other communication circuits required for data file transmission and system access. All data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of the Company and are maintained by the communications companies engaged for service by the Client. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach the Company's facility or equipment. The Company cannot be responsible for the continued operation or functioning of these communication circuits nor the reliability of the data files being received over them.

### **3. Term and Termination.**

Either party may terminate this Agreement by written notice thirty-days (30) in advance. In the event of non-payment of fees the Company may terminate service with a 10-day email notice to the latest available email address. Clients with delinquent accounts will be denied access to backup and restore services. There will be a \$100.00 activation fee to re-activate the account. After a period of 30 days the files of any delinquent Client shall be deleted from the Company's server after written notice by email to the latest Client email address known by the Company.

### **4. Liability Limitation.**

The Company claims that the use of its products and services will increase the probability that lost, damaged or destroyed files, data or information may be successfully restored. Nevertheless, the Company makes no guarantee or warranty that the system and services will avert, avoid or prevent the loss of files, data or information or the consequences therefore, which the system or service is designed to provide due to any combination of natural disasters, technological failures and/or human activities.

### **5. Force Majeure.**

Excalibur Technology Corporation shall not be liable for nonperformance, delay, errors, data loss or other loss caused by any event reasonably beyond Excalibur Technology Corporation's control including, but not limited to acts of God, war, hostilities, revolution, civil disorder, national emergency, strikes, lockouts, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

### **6. Increases in Service Fees.**

Notwithstanding the terms and conditions set forth herein, after the expiration of the first year of this agreement the Company may, at any time, increase the fees and charges upon giving the Client notice in writing. In the event the Client shall be unwilling to pay the increased monthly charge, the Client may terminate this agreement upon giving notice in writing to the Company.



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## 7. Confidentiality.

Excalibur Technology Corporation will use reasonable efforts to prevent the unauthorized disclosure of your confidential information and data. Excalibur Technology Corporation will not seek to decrypt your data. Excalibur Technology Corporation, however, will not be responsible for any matter beyond its reasonable control, including, without limitation, unauthorized electronic access of your confidential information or data. In the event that Excalibur Technology Corporation is served a subpoena or is otherwise legally compelled to provide access to your data, Excalibur Technology Corporation will provide you with notice of the same as soon as practical to enable you to take action you deem necessary to prevent any such access.

## 8. Assign-Ability of Contract.

The Company shall have the right to assign this Agreement to any person, firm or corporation. The Client may assign this Agreement with written notice to the Company, including the proper billing instructions for the new Client. Such Client assignment shall be effective upon the Company's approval of the new entity's credit card, financial statement or with prepayment of fees, which approval shall not unreasonably be withheld.

## 9. Warranty of Client.

The individual signing this Agreement for the Client warrants that he/she has the authority to sign this Agreement and permit the installation of equipment and systems described herein, as well as the authority to contract for the services provided herein.

## 10. Complete Agreement.

This document, with specified addenda, is a complete agreement. Any representation, promise, condition, inducement or warranty, expressed or implied, verbal or written, unless expressed in writing in this Agreement or any Addendum thereto, shall not bind either party and the terms and conditions hereof apply as printed without alteration or qualifications except as specifically endorsed thereon in writing. A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect.

## 11. Acceptance.

This Agreement shall not be binding upon the Company unless accepted by an officer of the Company. In the event of Non-Approval, the sole liability of the Company shall be to refund to the Client any amount that has been paid by the Client as part of this Agreement.

## 12. Password Security.

It is the FULL responsibility of CLIENT to write down the password or make a disaster recovery disk. Excalibur Technology Corporation will not be held responsible for loss of password, loss or damaged recovery disks and does NOT maintain client passwords. CLIENT understands that without the password or recovery disk the encrypted stored data cannot be retrieved and shall not hold Excalibur Technology Corporation responsible in any way for any losses of any kind whatsoever.

## 13. Authority.

The person accepting this agreement warrants he/she has the authority to enter into this agreement on behalf of Client and that Client will be bound by the terms of this agreement.

## 14. Customer Contact Information.

Please contact Excalibur Technology Corporation in writing by electronic-mail at support@excaltech.com , or by U.S. Mail to: Excalibur Technology Corporation, 700 Fox Glen, Barrington, IL 60010.

\_\_\_\_\_  
Client Authorized Signature

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Date