



**R.O.B.A.R.**  
**Technologies**  
*It's How Backups Get Done!*  
**1-888-804-6916**



## TERMS AND CONDITIONS

1. **BACKUP SERVICE:** R.O.B.A.R. TECHNOLOGIES agrees to offer to provide an initial full backup of the subscribers' computer(s) DATA FILES ONLY, NO PROGRAM FILES, and then provide partial backups of the clients DATA FILES ONLY, NO PROGRAM FILES, when initiated by subscriber. R.O.B.A.R. TECHNOLOGIES will store these data files for the subscriber for at least Thirty (30) Days. Upon the request of the subscriber, R.O.B.A.R. TECHNOLOGIES will locate and transfer these files to the subscriber's computer, within 48 hours. Subscriber, at an additional charge may also request emergency service, within 4 hours. If SUBSCRIBER declines R.O.B.A.R. TECHNOLOGIES' offer to provide a full backup of DATA FILES ONLY, NO PROGRAM FILES, then SUBSCRIBER understands that it is SUBSCRIBERS' responsibility to do so.

2. **BACKUP SCHEDULING:** Mon/Tue/Wed/Thu/Fri – Time between 6:00pm-6:00am unless alternate schedule is required by customer. Subscriber understands and agrees it is not realistic or necessary to backup every file on a computer. Many files are program based or operating system based and typically not deemed critical to backup and recovery requirements. Subscriber understands and agrees it is the function of R.O.B.A.R. to backup actual data files deemed critical by the subscriber and detailed on their "Data Identification Form". Software backup settings are verifiable by Subscriber through regular email summaries provided following each backup period. Subscriber further understands that should new software be added it is the Subscribers responsibility to adjust the R.O.B.A.R. backup scheduling and inclusions of said software data files and/or directories or contact an authorized R.O.B.A.R. Agent to adjust the backup scheduling and inclusions of said software data files and/or directories.

3. **PAYMENT FOR SERVICES:** All work not specifically quoted in written form using "R.O.B.A.R. Subscription Form" or included herein will be billed at R.O.B.A.R. TECHNOLOGIES current rate for service work. All work shall be bound by the Terms and Conditions of this Agreement. The monthly amounts may be payable by Visa, MasterCard and American Express. All charges herein maybe subject to existing and future federal, state, and local taxes. Such taxes, if any, are payable by the Subscriber. All amounts are auto-billed on the first of each month and Subscriber must provide a valid credit card for payment processing. Monthly invoices will be sent by E-Mail or FAX by the 1st of every month. Service may be cut off by the 5th of any month for non-payment due to a declined/expired credit card. It is the subscribers' responsibility to verify available funds on the credit card that has been provided. Payments received after the 5th may be assessed a \$30.00 late fee. If service is cut off due to non-payment there is a \$59.99 reactivation fee. In the event it shall become necessary for R.O.B.A.R. TECHNOLOGIES to institute legal proceedings or employ a collection agency to collect moneys due as part of this Agreement, including service fees, the Subscriber shall also pay reasonable attorney or collection agency fees and expenses. R.O.B.A.R. Technologies reserves the right to suspend or terminate Subscribers backup account for non-payment. R.O.B.A.R. Technologies shall have no further obligations should Subscribers account become past due for any reason. R.O.B.A.R. Technologies reserves the right to refuse future service for customers whose accounts become past due.

4. **TERM OF AGREEMENT:** This Agreement shall be a period not less than 12-months and shall be automatically renewable at the option of both parties, unless either party shall notify the other in writing of the intent to cancel. In the event of renewal, the Subscriber shall pay the fees for services consistent with Subscribers accounts total monthly backup size, subject to any increases in rates as specified in Section 8. If the agreement is terminated by the subscriber before the minimum 12-month contract is over the subscriber is responsible for paying for any free promotional items, such as, hardware, software or service that was part of an initial sign on package.

5. **LIMITATION OF WARRANTY LIABILITY:** R.O.B.A.R. TECHNOLOGIES warrants and represents that the software and equipment provided will be free from defects in material and workmanship for a period of 12-months (365) days after installation. The obligation of R.O.B.A.R. TECHNOLOGIES under the warranty is limited to the repair or replacement, at R.O.B.A.R. TECHNOLOGIES option, of a non conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The Subscriber's remedies are limited to R.O.B.A.R. TECHNOLOGIES obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth in paragraph 6 herein. This warranty extends only to the Subscriber. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. R.O.B.A.R. TECHNOLOGIES has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences therefrom, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, Subscriber is not relying on any advice or advertisement of R.O.B.A.R. TECHNOLOGIES. Subscriber agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not included in writing in this Agreement shall not be binding upon any "party." The Subscriber assumes all risk for loss or damage to the Subscriber's equipment and data files except as specified herein.

6. **EXCLUSIVE REMEDY:** Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of R.O.B.A.R. TECHNOLOGIES to perform its responsibilities under this contract. Subscriber does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event R.O.B.A.R. TECHNOLOGIES should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this Agreement or the equipment in any respect, its liability shall be limited to \$250.00, or if the customer has completed a Data Identification Form, they may elect to have Hughes Computer Services, Inc. (under contract with R.O.B.A.R. Technologies) perform professional data recovery services on the hard drive protected with R.O.B.A.R. Technologies software, as the agreed upon liquidated damages and not as a penalty. The Subscriber understands and agrees that not every hard drive is able to have successful data recovery services performed and it is possible that their hard drive could fail in a manner preventing viable recovery efforts. The customer may elect to receive monetary

compensation up to \$250.00 or they may elect to receive professional data recovery services provided by Hughes Computer Services, Inc. who has been retained as R.O.B.A.R. Technologies' preferred data recovery company. These liquidated damages are the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of R.O.B.A.R. TECHNOLOGIES from negligence, active or otherwise, of R.O.B.A.R. TECHNOLOGIES, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by Subscriber and to fix liability of R.O.B.A.R. TECHNOLOGIES at a specific sum of \$250.00. If Subscriber desires additional liability coverage, it shall be his/her responsibility to secure it from an insurance carrier or other agency of his/her choice, at his/her own expense. Subscriber shall bring no suit against R.O.B.A.R. TECHNOLOGIES more than one (1) year after the accrual of the cause of action therefore.

7. ALTERATIONS TO EQUIPMENT: The subscriber agrees not to tamper with, alter, adjust, add to, disturb, move, remove or otherwise interfere with the systems described herein, nor permit the same to be done by others. If there is there is a breach of the foregoing obligation, Subscriber will pay R.O.B.A.R. TECHNOLOGIES an additional amount for any repairs that are necessary to maintain the integrity of the system. Subscriber hereby authorizes and empowers R.O.B.A.R. TECHNOLOGIES, its agents or employees, to make any changes in, or alterations to, the equipment at the request of the Subscriber at an additional expense to the Subscriber.

8. INCREASES IN SERVICE FEES: Notwithstanding the terms and conditions set forth herein, after the expiration of the initial term of this Agreement, R.O.B.A.R. TECHNOLOGIES may, at any time, increase the fees and charges upon giving the Subscriber notice in writing. In event Subscriber shall be unwilling to pay the increased monthly charge, the Subscriber may terminate this Agreement upon giving notice in writing to R.O.B.A.R. TECHNOLOGIES. Failure to notify R.O.B.A.R. TECHNOLOGIES will constitute Subscriber's consent to the increase and all other terms and conditions of the Agreement shall remain in full force and effect.

9. COMMUNICATIONS CIRCUITS: Subscriber is responsible for the cost and maintenance of all telephone or other communication circuits required for dutiful transmission and system access. All data files are transmitted over Communication Company circuits, which are wholly beyond the control and jurisdiction of R.O.B.A.R. TECHNOLOGIES and are maintained by the Communications Company. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach R.O.B.A.R. TECHNOLOGIES facility or equipment. R.O.B.A.R. TECHNOLOGIES cannot be responsible for the continued operation or neither functioning of these communication circuits nor the reliability of the data files being received over them.

10. SOFTWARE/HARDWARE IMPEDANCE: Subscriber understands that various hardware and software technologies exist that may interfere with the reliable backup processes. Some hardware and software examples are, but not limited to Network Firewalls, Internet Gateways, Network Security Appliances. Subscriber also understands that in order to maintain complete and accurate backups it is necessary for the Parent Software that generated the data to be closed during the scheduled backup periods. R.O.B.A.R. Technologies and/or its affiliates shall in no wise be held responsible for any obstruction or impedance of backup services by any type of hardware and software.

11. SUBSCRIBER RESPONSIBILITIES: It shall be the sole responsibility of the Subscriber to maintain internet based services to allow the successful transportation of data. It shall be the sole responsibility of the Subscriber to maintain in force procedures that permit systems and servers that rely on the backup services provided by R.O.B.A.R. Technologies to be powered on and functioning properly during the regular scheduled backup times.

12. DEFAULT AND TERMINATION: This Agreement may be terminated by either party for breach of contract of the other party, provided written notice of such breach is given and such breach is not cured within ten (10) days of receipt of such notice. Upon the curing of such breach of contract, the party claiming such breach shall give written notice that the breach has been cured and that the Agreement continues in full force and duration. This Agreement may also be terminated upon notice of R.O.B.A.R. TECHNOLOGIES in the event R.O.B.A.R. TECHNOLOGIES computer equipment, communication circuits, or other equipment are destroyed by fire, other catastrophe, or by any other means or is so substantially damaged that it is impractical to continue the service to the Subscriber. This Agreement may also be suspended upon written notice of the Subscriber that the system of the Subscriber has been destroyed or damaged by fire or other catastrophe and that the system must be replaced or repaired. The Agreement shall resume upon repair or replacement of the Subscriber's system.

13. COMPLETE AGREEMENT: This document, with specified addenda, is a complete agreement. Any representation, promise, condition, inducement or warranty, express 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 qualification 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.

14. ENCRYPTION KEYS / PASSWORD SECURITY: **It is the FULL responsibility of SUBSCRIBER to write down or maintain printed copies of the encryption keys used to secure customers stored data. Subscriber further understands that without these encryption keys their stored data is inaccessible and considered irretrievable due to the encryption strength used with R.O.B.A.R. Technologies software. R.O.B.A.R. TECHNOLOGIES will not be held responsible for loss of password and does NOT regularly maintain client passwords. SUBSCRIBER understands that without the password, the encrypted data store cannot be retrieved and shall not hold R.O.B.A.R. TECHNOLOGIES responsible in any way for any losses of any kind, whatsoever.**