



SECURE ONLINE BACKUP SERVICES

This Services Agreement ("Agreement") governs the provision by SHRIFT SMALL BUSINESS NETWORK CONSULTING, LLC t/d/b/a PRECISION BUSINESS SOLUTIONS and t/d/b/a PC AUTHORITY ("PBS") and the access and use by you, its customer ("you" or "Customer") of PBS' data storage services ("Services"). BY CLICKING ON "I ACCEPT" BELOW OR OTHERWISE, YOU ACKNOWLEDGE HAVING REVIEWED AND ACCEPTED THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, YOU SHOULD DISCONTINUE USE OF YOUR STORAGE ACCOUNT OR PBS' SERVICES, AND YOU SHOULD IMMEDIATELY NOTIFY PBS AND TERMINATE SERVICES.

Services. You will be required to install the PBS software onto your computer or server in order for your data to be backed-up ("Data") to PBS' servers; thereafter, the PBS Software will automatically backup any revisions or modifications that you make to the Data. As selected by the Customer, backup jobs can be set to run daily or hourly.

Through the PBS service, your Data is stored redundantly to PBS' servers and should be readily available for review and access; however, in rare instances you may not be able to gain access to your Data during scheduled maintenance or other force major occurrences.

Data Protection and Encryption. PBS understands the critical importance of security and privacy and has taken measure to protect your Data. Data saved to PBS' servers are encrypted with a personalized encryption code that is HIPAA Compliant. This data cannot be accessed without the encryption code.

Terms of Service. You agree that PBS reserves the right in its sole discretion to establish general operating practices and procedures to maximize the operation and availability of the Services for the greatest benefit of its customers.

If, in using the PBS' Services you are deemed to have violated the policies set forth in this Agreement, PBS reserves the right to freeze, cancel and/or purge your account with or without notice.

Registration. In order to access the Services, you must complete the registration process. In connection with your registration, you agree to: (a) provide true, accurate, current and complete information about yourself or business as prompted by the registration form; and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, PBS has the right to suspend or terminate your account and refuse any and all current and future use of the Services. In addition, PBS reserves the right to deny registration to any customer it deems inappropriate to use the Services.



Payment; Renewal Notices. Pricing shall be in accord with PBS's regularly established pricing policies of which shall be regularly set forth in a PBS pricing policy statement. All payments shall be made in US dollars by credit card or by check and are non-refundable. The first month's Payment is due upon account activation and subsequent payments are due on the 1st of each month thereafter. Services will not be activated until the first month's payment is received. Service for any subsequent month will not be provided unless and until PBS has received payment for such period. Subsequent monthly payments shall be automatically charged to your credit card or billed to your billing address. Your account shall automatically renew monthly unless you provide PBS with notice of termination pursuant to the terms set forth below. Notwithstanding the foregoing, should payment in full of any amount owed to PBS under this Agreement not be received by PBS within thirty (30) days after such payment has become due, such amounts will thereafter bear interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less. Additionally, failure to remit payment in full of any amount owed to PBS under this Agreement within thirty (30) days after such payment has become do will result in the cancellation of your services. You agree to pay all costs of collection, including, without limitation, all court costs and reasonable attorneys' fees.

Non-Transferable License. PBS grants you a personal, non-exclusive, non-transferable license to use the Services and PBS' Software solely for your own internal purposes. All rights not expressly granted by PBS to you are hereby retained by PBS.



Your Responsibilities. You may use the Services only for lawful purposes and solely in accordance with this Agreement and any other specific terms of use, rules or policies, as may be provided by PBS from time to time, that may be applicable to any particular portion of the Services. You may not store, transmit or share through the Services any material, or otherwise engage in any conduct that:

1. violates or infringes the rights of others, including without limitation patent, trademark, trade secret, copyright, publicity or other proprietary rights;
2. involves uploading, posting, emailing, transmitting or otherwise making available Data that you do not have the right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements, etc.);
3. is unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, indecent or obscene;
4. victimizes, harasses, "stalks," degrades, attacks or intimidates an individual or group of individuals on any basis, including but not limited to religion, gender, sexual orientation, race, ethnicity, age or disability;
5. harms minors in any way;
6. impersonates any person, business or entity (including but not limited to a PBS official), or in any way falsely states or misrepresents your affiliation with a person or entity;
7. involves forging headers or otherwise manipulating identifiers in order to disguise the origin of any Data transmitted or shared through the Services;
8. contains viruses or any other computer code, files or programs that interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
9. disrupts other customers' use of the Services;
10. instigates or encourages others to commit illegal activities or cause injury to any person or property damage;
11. encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
12. violates this Agreement or any other terms of use, rules or policies applicable to the Services.

You may not use the Services in any manner that could damage, disable, disrupt, overburden, impair or otherwise interfere with the Services or any servers or networks that you may interact with through your use of the Services, or otherwise interferes with the use or enjoyment of the Services by others. You may not attempt to gain unauthorized access to the Services, other user accounts or any computer systems or networks that are connected to the Services through hacking, password mining or any other means. PBS may pursue any legal and/or technical remedies to prevent the violation of this provision and to enforce this Agreement.



PBS Intellectual Property. PBS grants you a non-exclusive, non-transferable license, exercisable solely during the term of this Agreement, to use applicable PBS technology, including Software, solely for the purpose of accessing and using the Services. You shall have no right to use the PBS technology for any purpose other than accessing and using the Services. Except for the rights expressly granted above, this Agreement does not transfer from PBS to you any PBS technology, and all rights, titles and interests in and to any PBS technology shall remain solely with PBS. You shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the PBS technology if such reverse engineering, decompilation, or disassembly is intended to create, or will be used in, a competitive product.

You acknowledge and agree that PBS's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of PBS. You are not authorized to and shall not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of PBS.

Third Party Content or Data. You acknowledge that PBS does not represent or endorse the accuracy or reliability of any content, advice, opinion, statement, suggestion or other information offered by third parties or other Customers that is shared or distributed through the Services. Any advice, opinions, statements, suggestions, services, offers or other information or content presented or disseminated by third parties via the Services are those of their respective authors who are solely liable for their content. Your reliance upon any such advice, opinion, statement, suggestion or information shall be at your sole risk.

Term and Termination. The rights and obligations of the parties under these terms and conditions will commence on the date of your order and will continue until terminated pursuant to the terms of this Agreement. In order to terminate the Services, you must submit your request in writing to PBS by either email at support@precisionbs.com or by U.S. Postal mail at 3133 New Germany Road, Suite 64, Ebensburg, PA 15931-4348 of your intention to terminate. Upon receipt of your intention to terminate, PBS shall immediately suspend your account and purge your Data from its servers.

Indemnification. You agree to indemnify, defend and hold harmless PBS, its affiliates and their respective directors, officers, employees and agents, licensors, representatives from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your use of the Services or any violation of this Agreement by you, including but not limited to any breach or alleged breach of any of your representations, warranties or undertakings hereunder. PBS reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with PBS in asserting any available defenses.



Warranties, Disclaimers and Limitations of Liability. PBS represents and warrants to you that the services provided hereunder will be performed (i) in a manner consistent with industry standards reasonably applicable to the performance thereof; and (ii) at least at the same level of service as provided by PBS generally to its other customers for the same services.

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE SERVICES PROVIDED BY PBS PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PBS AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION AND NONINFRINGEMENT.

PBS CANNOT GUARANTEE UNINTERRUPTED SERVICE, SERVICE AT ANY PARTICULAR TIME, OR INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. PBS WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM CAUSED BY CIRCUMSTANCES OUTSIDE OF PBS' CONTROL.

PBS AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE USE OF SERVICES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL, DATA OR USE), EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. PBS' AGGREGATE LIABILITY SHALL NOT EXCEED FEES PAID IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Applicable Laws; Exclusive Jurisdiction. PBS provides the Services in the United States of America. PBS makes no representation that the Services or any content on or accessed through the Services is appropriate or available for use in other jurisdictions. You are responsible for compliance with all local laws and regulations, as applicable. Use of the Services and any dispute arising therefrom shall be governed by the laws of the Commonwealth of Pennsylvania without regard to principles of conflict of laws. ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE SERVICES SHALL BE INSTITUTED ONLY IN A STATE OR FEDERAL COURT LOCATED IN CAMBRIA COUNTY, PENNSYLVANIA, AND YOU EXPRESSLY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS.



Modifications. PBS reserves the right to modify the pricing, elements of the Services, and this Agreement at any time upon posting and providing notice, whether directly to you or posting a notice of a change to the homepage of the PBS site. By continuing to use the Services after any changes are posted and notice is issued, you are signifying your acceptance of the revised terms and conditions. Please visit the Terms of Use page found on our website at <http://www.PrecisionBS.com>, on the Online Backup services page regularly to review the then-current Terms of Use to which you are bound. PBS reserves the right to modify the Services at any time.

Entire Agreement. This Agreement constitutes the entire agreement between you and PBS governing your use of the Services and supersedes any prior and contemporaneous agreements between you and PBS with respect to the subject matter hereof. Notwithstanding the foregoing, as stated above, you also may be subject to additional or separate terms of use, rules and/or policies that may apply when you use other services provided by PBS.

Consent to Electronic Delivery of Notices. You consent to receive communications from PBS electronically, including without limitation by e-mail or by posting notices on the PBS website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive notices electronically, you must notify us of your withdrawal of such consent and discontinue your use of the Services.

Force Majeure. Neither party shall be liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments due hereunder) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for a party to perform its obligations under this Agreement.

Headings. The headings as to contents of particular sections and paragraphs are inserted only for convenience and are in no way to be construed as part of this Agreement.

Assignment; Successors. You may not assign or transfer this Agreement, or any of your rights or obligations hereunder, without the prior written consent of PBS. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. PBS may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.



Miscellaneous. If there is a determination that any provision of this Agreement is invalid or unenforceable under applicable law, that determination will not affect the rest of this Agreement, and this Agreement shall be deemed amended to the minimum extent necessary to make them valid and enforceable. The failure of PBS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Regardless of any statute or law to the contrary, any claim or cause of action against PBS arising out of or related to use of the Services or under this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.