



Secure Online Backup

Software and Service License Agreement

THIS DOCUMENT FORMS A CONTRACT (THE "CONTRACT") BETWEEN YOU (HEREINAFTER REFERRED TO EITHER AS "YOU" OR THE "USER" OR THE "CUSTOMER") AND DUBRICE, LLC DBA zConnect. BY USING THE SECURE ONLINE BACKUP PRODUCT OR SERVICE, AS DEFINED BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS CONTRACT AND YOU AGREE TO BE BOUND BY IT.

This agreement constitutes the complete and exclusive statement of the agreement between you and zConnect with respect to the services and associated software and SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, oral or written, and any other communications relating to the subject matter of this agreement. Now, therefore, in consideration of the mutual covenants set forth herein, zConnect and Customer agree as follows:

1. General

1.1 zConnect agrees to provide you with the software and services (the "Product") to be used in conjunction with backing up your data to their servers over the internet. Any other use is strictly prohibited.

1.2 By accepting or using the Product, you acknowledge that you do not own it. Under the terms of this Contract, in consideration of the fees you pay to zConnect, you may use the Product only in conjunction with the Service.

1.3 You agree not to use the Software or Services in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or life support applications, devices or systems.

1.4 You will not use the Services for information, data or material that (a) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing, unfair competition, anti-discrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (d) is obscene, pornographic or indecent in violation of applicable law; (e) contains any virus or other programming routine intended to damage any system or data; or (f) is provided in breach of any prior contractual commitment to any third party.

2. Warranty

2.1 zConnect warrants that the Product and Service will perform substantially in accordance with the help file that accompanies the Product for the duration of your use of the Service.

2.2 If the Product of Service fails to perform as promised in this Contract, your sole and exclusive remedy shall be the return of fees paid for use of the Product or Service during the period for which the Product or Service failed to perform as promised.

2.3 Notwithstanding the foregoing, if any failure of the Product or Service has resulted from abuse, misapplication, or unauthorized use, the limited warranty provided by this Contract is and shall be void.

2.4 Under no circumstances will zConnect be liable for data that was never sent by you, using the Product, to the backup data center. You are therefore advised to check the log file to ensure that the desired files have been transmitted.

2.5 To the maximum extent permitted by applicable law you acknowledge that zConnect's obligations and liabilities with respect of the Product are as defined in this Contract. You agree that the express obligations and warranties made by zConnect in this Agreement are in lieu of and to the exclusion of any warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise relating to anything supplied or services provided under or in connection with this Contract including (without limitation) as to the condition, quality, performance, or fitness for the purpose of the Product or any part of it.

2.6 You are responsible for the consequences of any use of the Product. zConnect will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings, even if zConnect has been advised of their possibility.

2.7 zConnect accepts liability to the extent it results from the negligence of zConnect and its employees. Your exclusive remedy shall be the return of fees paid for use of the Product or Service during the period for which the Product or Service failed to perform as promised as a result of zConnects negligence.

2.8 In all other cases not falling within clause 2.6 or 2.7 zConnect's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Contract or based on any claim for indemnity or contribution will not exceed the fees paid for use of the Product or Service during the period for which the Product or Service did not perform as required.

2.9 You agree that, except as expressly provided in this agreement, you shall indemnify and hold zConnect, its affiliate companies, and its stock holders harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that you may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement (including reasonable attorney's fees) and for any act or omission of Customer or its clients which are in any way related to the zConnect Service. zConnect will not incur any liability of any kind whatsoever and however caused arising directly or indirectly in connection with this Contract except in so far as zConnect is liable as expressly provided in this Agreement (2.7).

2.10 You acknowledge and agree that the allocation of risk contained in this agreement is reflected in the Price paid for the Product and Service.

3. Term

3.1 When you agree to the terms of this Contract, you acquire a license to use the Product. The User's license to use the product is valid only for so long as you actually use and pay for the Service provided by zConnect. At no time and under no circumstances do you acquire an ownership interest in the Product or service.

3.2 The license provided by this Contract expires on _____ or if you do not have a fixed length contract, upon the earlier to occur of the following: (i) 30 days from when zConnect receives actual notice from you that you wish to cancel the Service, or (ii) if you have failed to pay service charges due under section 4 of this Contract, within 15 days of their due date. If you have a fixed length contract you will still be liable for any and all charges due until the end of your agreed contract period.

3.4 Following termination of your license for whatever reason:

3.4.1 You will destroy the software together with all copies in any form, including copies on your hard and backup disks.

3.4.2 Any use of any copies of the software will be unlawful; and zConnect shall have the right to delete your stored Data without liability for loss or damage.

3.4.3 zConnect will remove and destroy all of your data backed during the use of the service 30 days after the termination date of this agreement.

3.5 You agree to contract for the provision of the Service for minimum period of _____ months commencing on _____ and ending on _____ at a rate of _____ per month for _____ GB of Storage with a setup fee of _____. Currently, additional storage costs \$9.95 per month for each additional 250 MB over your paid storage quota.

If you terminate your contract with zConnect prior to the expiration of this contract, other than by reason of any breach of this Contract on the part of zConnect, you will be liable to make a one-time payment covering monthly fees for the remainder of the months remaining under the contract calculated by multiplying the months remaining on the contract by the agreed to monthly fee.

3.6 At the end of the contract Period, the Contract will automatically renew for an equal period at the then current published rates, unless otherwise agreed to by both parties in writing at least 30 days prior to the end of this contract Period.

3.7 You understand and accept that zConnect cannot infer cancellation of your account simply as a result of backups not occurring and that, until written notification of your wish to cancel the account is received, your account remains active and billable.

5. Entire and Final Agreement

5.1 This agreement shall constitute the entire agreement and understanding between the parties with respect to all matters, which are referred to and shall supersede any previous agreement(s) between the parties in relation to the matters referred to in this agreement.

6. Force Majeure

6.1 Neither party shall be liable for any failure or delay in performance which is caused by circumstances beyond the reasonable control of that party including but not limited to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, earthquake, flood, riot, embargo, government act, failure of the Internet war, civil disturbances, acts of military authorities, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts of omissions of communications carriers, unauthorized use of the Services, or other causes beyond the parties control, whether similar to the foregoing or not.

7. Governing Law

7.1 Continued use of the service is construed as your acceptance of the currently posted Terms & Conditions. Customers are advised to visit zConnect's website from time to time and review the Terms & Conditions to acquaint themselves with the provisions of the Agreement. The laws of the State of Georgia shall govern the Agreement, without giving effect to applicable conflict of laws provisions. The federal and state courts located in Atlanta, Georgia alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services.

7.2 Arbitration.

Except as specifically provided in this Agreement, the parties agree that any dispute

or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to binding arbitration to be held in Georgia in accordance with the rules of the American Arbitration Association (the "Rules"). The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The parties shall each bear their own attorney fees with respect to such Arbitration but shall share equally the other costs and expenses of arbitration.

8. Supervening illegality and severance

8.1 Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Agreement, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

I, THE CUSTOMER OR USER, ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Sign: _____

Date: _____

Eric Longman
President
zConnect

Name:
Title:
Company: