

**IMPORTANT:** Please read the terms and conditions for MrBackup as set out below carefully prior to download, installation, copy or use. Through downloading, installing, copying or using the software you are expressing your consent to these terms and conditions.

End-User License Agreement (EULA).

MrBackup (hereinafter referred to as “the Service Provider” or “SP”) and all rights are reserved by MrBackup. In terms of this End-User License Agreement (hereinafter referred to as “the Agreement”) you, a physical person or legal entity (hereinafter referred to as “You” or “the End User”), are entitled to use the Software defined below. The purpose of the Software is to facilitate Secure, Remote Data Storage. This Agreement must be interpreted to give meaning to this purpose. By using the software you agree to the terms set out herein. You are only entitled to the rights expressly granted. All other rights are reserved.

THIS IS AN AGREEMENT ON END-USER RIGHTS AND NOT AN AGREEMENT OF SALE. The Service Provider continues to own the copy of the Software and the physical media contained in the sales package and any other copies that the End User is authorized to make pursuant to this Agreement.

By clicking on "Okay" or "I Accept" while installing, downloading, copying or using the Software, You agree to the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, immediately click on the option "Cancel" or "I Do Not Accept", cancel the installation or download, or destroy or return the Software, installation media, accompanying documentation and sales receipt to the Service Provider or the Agent from which You acquired the Software.

YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

The items below are not numbered as they are considered of equal value. The items should be addressed by their headings. Should any of the provisions of this Agreement be invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Agreement, which shall remain valid and enforceable in accordance with the conditions stipulated therein.

**Software.** MrBackup is a managed secure remote data storage solution provided to end-users, and uses a number of software components to achieve its objectives. The MrBackup Application, normally MrBackup.exe, is copyrighted and proprietary, it is supplied in a machine-readable form of object code only. You shall not have nor be entitled to obtain the solution in source code. The Software shall be provided exclusively in the form of executable object code. All rights are reserved. The custom remote server applications are independent of the MrBackup application, are proprietary and are subject to copyright. Any additional software utilized by MrBackup not licensed by this License shall be subject to the license applicable to that software. Any related explanatory written materials and any other possible documentation related to the Software, above all any description of the Software, its specifications, any description of the Software properties or operation, any description of the operating environment in which the Software is used, instructions for use or installation of the Software or any description of how to use the Software (hereinafter referred to as “Documentation”). Copies of the Software, patches for possible errors in the Software, additions to the Software, extensions to the Software, modified versions of the Software and updates of Software components, if any, are licensed to You by the Service Provider in terms of this Agreement.

**Security and Certificates.** The Service Provider is a private internal Certification Authority, issuing digital certificates for internal use by The Service Provider clients. Typically public keys are not released into the public domain. The Service Provider digital certificates are issued for internal usage only. Certificates are not issued to third parties.

NOTICE: The Service Provider reserves the right, in its sole discretion, to revoke any certificate immediately and without prior notice in the event that such a certificate appears compromised or expired. All rights not expressly granted to the end user are reserved. The Service Provider is responsible for the generation, exchange, storage, safeguarding, use, vetting, and replacement of all digital certificates used in data encryption, transmission and storage.

**Installation.** The installation methodology is described in the Documentation. No computer programs or hardware which could have an adverse effect on the Software may be installed on the computer on which You install the Software. In addition the installation may include a bouquet of publicly available software solutions to facilitate the End User's unique requirements. The End User hereby authorizes the Service Provider to have access to the End User's computer, network infrastructure, LAN, WIFI and other similar Information Technology infrastructure in order to install, test, verify and maintain the MrBackup installation.

**License.** Subject to the condition that You have agreed to the terms of this Agreement and You comply with all the terms and conditions stipulated herein, the Service Provider shall grant You the following rights ("the License"):

- i) **Installation and use.** The license granted to the End User is non-transferable, limited, specific use license. The on-site Software component may not be shared or changed and it is not 'free software,' shareware, freeware or similar. You shall have the non-exclusive, non-transferable right to install the Software on the hard disk of a computer or other permanent medium for data storage, installation and storage of the Software in the memory of a computer system and to implement, store and display the Software.
- ii) **Stipulation of the number of licenses.** The right to use the Software shall be restricted to You, the End User. In the event that additional Licenses are required, these shall operate under independent applicable Licenses.
- iii) **Term of the License.** Your right to use the Software shall be time-limited.
- iv) **NFR, TRIAL Software.** Software classified as "Not-for-resale", NFR or TRIAL cannot be assigned for payment and must only be used for demonstration or testing the Software's features.
- v) **Termination of the License.** The License shall terminate automatically at the end of the period for which granted. If You fail to comply with any of the provisions of this Agreement, the Service Provider shall be entitled to withdraw from the Agreement, without prejudice to any entitlement or legal remedy open to the Service Provider in such eventualities. In the event of cancellation of the License, You must immediately delete, destroy or return at your own cost, the Software and all backup copies to The Service Provider or to the Agent from which You obtained the Software. Upon termination of the License, the Service Provider shall be also entitled to cancel the End User's entitlement to use the functions of the Software, which require connection to the Service Provider 's servers or third-party servers. Note that the revocation of a Security Certificate shall not necessarily indicate the cancellation of the End Users License.

**Connection to the Internet.** To operate correctly the Software requires connection to the Internet and must connect on demand to the Service Provider 's servers or third-party servers. Connection to the Internet is necessary for the following functions of the Software:

- i) **Backup of Production Data.** The Service Provider accepts and stores data as received from the End User. The Service Provider as not own or have access to the various software application products which the End User may use, or require data backup facilities for. In addition User Level Password Encryption is available and it is the duty of the End User to use this function if required.
- ii) **Updates to the Software.** The Service Provider shall be entitled from time to time to issue updates to the Software ("Updates"), but shall not be obliged to provide Updates. This function is enabled under the Software's standard settings and Updates are therefore installed automatically, unless the End User has disabled automatic installation of Updates.
- iii) **Email Notification and Web Browser Pop-Ups.** The Service Provider forwards Email Notifications to the various designated email addresses by way of confirmation of backup made. On-site browser pop-ups will alert the local PC user of the status of the backup.

**Exercising End User rights.** You must exercise End User rights in person or via your employees. You are only entitled to use the Software to safeguard your operations and protect those computer systems for which You have obtained a License.

**Restrictions to rights.** You may not copy, distribute, extract components or make derivative works of the Software. When using the Software You are required to comply with the following restrictions:

- i) You may make one copy of the Software on a permanent storage medium as an archival back-up copy, provided your archival back-up copy is not installed or used on any computer. Any other copies You make of the Software shall constitute breach of this Agreement.
- ii) You may not use, modify, translate or reproduce the Software or transfer rights to use the Software or copies of the Software in any manner other than as provided for in this Agreement.
- iii) You may not sell, sub-license, lease or rent or borrow the Software or use the Software for the provision of commercial services.
- iii) You may not reverse engineer, reverse compile or disassemble the Software or otherwise attempt to discover the source code of the Software, except to the extent that this restriction is expressly prohibited by law.
- iv) You agree that You will only use the Software in a manner that complies with all applicable laws in the jurisdiction in which You use the Software, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
- v) You agree that You will only use the Software and its functions in a way which does not limit the possibilities of other End Users to access these services. The Service Provider reserves the right to limit the scope of services provided to individual End Users, to enable use of the services by the highest possible number of End Users. Limiting the scope of services shall also mean complete termination of the possibility to use any of the functions of the Software and deletion of Data and information on the Service Provider 's servers or third-party servers relating to a specific function of the Software.

**Copyright.** The Software and all rights, without limitation including proprietary rights and intellectual property rights thereto are owned by The Service Provider and/or its licensors. They are protected by international treaty provisions and by all other applicable national laws of the country in which the Software is being used. The structure, organization and code of the Software are the valuable trade secrets and confidential information of The Service Provider and/or its licensors. You must not copy the Software, except as set forth in this Agreement. Any copies which You are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on the Software. If You reverse engineer, reverse compile,

disassemble or otherwise attempt to discover the source code of the Software, in breach of the provisions of this Agreement, You hereby agree that any information thereby obtained shall automatically and irrevocably be deemed to be transferred to and owned by the Service Provider in full, from the moment such information comes into being, notwithstanding the Service Provider's rights in relation to breach of this Agreement.

**Reservation of rights.** The Service Provider hereby reserves all rights to the Software, with the exception of rights expressly granted under the terms of this Agreement to You as the End User of the Software.

**Multiple language versions, dual media software, multiple copies.** In the event that the Software supports multiple platforms or languages, or if You receive multiple copies of the Software, You may only use the Software for the number of computer systems and for the versions for which You obtained a License. You may not sell, rent, lease, sub-license, lend or transfer versions or copies of the Software which You do not use.

**Commencement and termination of the Agreement.** This Agreement shall be effective from the date You agree to the terms of this Agreement. You may terminate this Agreement at any time by permanently uninstalling, destroying and returning, at your own cost, the Software, all back-up copies and all related materials provided by the Service Provider or its business partners. Irrespective of the manner of termination of this Agreement, the provisions of Agreement creating residual rights shall continue to apply for an unlimited time.

**END USER DECLARATIONS.** AS THE END USER YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER THE SERVICE PROVIDER, ITS LICENSORS OR AFFILIATES, NOR THE COPYRIGHT HOLDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO WARRANTY BY THE SERVICE PROVIDER OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

**No other obligations.** This Agreement creates no obligations on the part of the Service Provider and its licensors other than as specifically set forth herein.

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SERVICE PROVIDER, ITS EMPLOYEES OR LICENSORS BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR OTHER THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF THE SERVICE PROVIDER OR ITS LICENSORS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, THE LIABILITY OF THE SERVICE PROVIDER, ITS EMPLOYEES OR LICENSORS OR AFFILIATES SHALL BE LIMITED TO THE SUM THAT YOU PAID FOR THE LICENSE. THE SERVICE PROVIDER'S LIABILITY IS LIMITED TO THE DURATION OF THE LICENSE PERIOD AND A DATA BACKUP SET ACTUALLY RECEIVED, BEING UNUSABLE DUE TO FAULT OF THE SERVICE PROVIDER.

Nothing contained in this Agreement shall prejudice the statutory rights of any party dealing as a consumer if running contrary thereto.

**Technical support.** The Service Provider or Agents commissioned by The Service Provider shall provide technical support at their own discretion, without any guarantees or declarations. The End User shall be required to back up all existing data, software and program facilities prior to the provision of technical support. The Service Provider and/or third parties commissioned by The Service Provider cannot accept liability for damage or loss of data, property, software or hardware or loss of profits due to the provision of technical support. The Service Provider and/or third parties commissioned by The Service Provider reserve the right to decide that resolving the problem is beyond the scope of technical support. The Service Provider reserves the right to refuse, suspend or terminate the provision of technical support at its own discretion.

**Transfer of the License.** The Software can be transferred from one computer system to another, unless contrary to the terms of the Agreement. If not contrary to the terms of the Agreement, the End User shall only be entitled to permanently transfer the License and all rights ensuing from this Agreement to another End User with the Service Provider's consent, subject to the

condition that (i) the original End User does not retain any copies of the Software; (ii) the transfer of rights must be direct, i.e. from the original End User to the new End User; (iii) the new End User must assume all the rights and obligations incumbent on the original End User under the terms of this Agreement; (iv) the original End User has to provide the new End User with documentation enabling verification of the genuineness of the Software as specified in this Agreement.

**Data regarding the End User and protection of rights.** As the End User, You hereby authorize the Service Provider to transfer, process and store data enabling the Service Provider to identify You. You hereby agree to the Service Provider using its own means to check whether You are using the Software in accordance with the provisions of this Agreement. You hereby issue your agreement to data being transferred, during communication between the Software and the Service Provider's computer systems or those of its business partners, the purpose of which is to ensure functionality of and authorization to use the Software and protection of the Service Provider's rights. Following conclusion of this Agreement, the Service Provider or any of its business partners shall be entitled to transfer, process and store essential data identifying You, for billing purposes and performance of this Agreement.

#### **Data Protection Compliance**

Please note that as MrBackup is a subscription service, the general opt-in opt-out rules contained in local law only apply as far as opt-out applies. Upon cancellation of an agreement client data will be destroyed. Data will not be mined or sold to third parties. Client confidentiality is critical to the operations of MrBackup.

**Expressly**, MrBackup keeps Client information confidential and does not access or use or grants access to such data in any way other than agreed or instructed. The MrBackup data servers implement industry standard security. In the event of breach, clients will be informed.

**Applicable law.** This Agreement shall be governed by and construed in accordance with the laws of the Nationality in which it is used, unless otherwise stipulated. The End User and the Service Provider hereby agree that the principles of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**General provisions.** This Agreement may only be modified in written form, signed by an authorized representative of the Service Provider or a person expressly authorized to act in this capacity under the terms of a power of attorney. This is the entire Agreement between the Service Provider and You relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

#### **Email Disclaimer.**

Disclaimer: MrBackup is a licensed service. This communication and the information it contains are intended for the person/s or organization/s named above and for no other person/s or organization/s. As the content of this communication may contain confidential, legally privileged and protected information, any unauthorized use, copying or disclosure of any part of this communication may be unlawful. If you have received this communication in error, please return to the sender and delete the original from your system.

Emails cannot be guaranteed to be secure or free of errors or viruses. The sender does not accept any liability or responsibility for any interception, corruption, destruction, loss, late arrival or incompleteness of or tampering or interference with any of the information contained in this email or for its incorrect delivery or non-delivery for whatsoever reason or for its effect on any electronic device of the recipient.

If verification of this email or any attachment is required, please request a hard-copy version.

The www.mrbackup.net domain and the server on which it resides is only an email server. It is not used as a secure data server and not subject to the same high level of data security protocols as used on the secure data server. The physical location of the secure data server is not disclosed.