

### Purpose

The Fred Backup service is designed to provide a reliable backup service for critical data; it is supported by Fred staff monitoring your backups to ensure they are up to date.

### Summary

#### Customer Obligations

- The Backup Equipment (which includes the software) remains the property of Fred. The Equipment cannot be sold, leased, licensed, disposed of, or in any way altered, changed or enhanced without Fred's prior written approval.
- All software licenses provided under this agreement are provided for use with your business by the nominated maximum number of users detailed in your Quotation. You may not copy, install or distribute the software to any third party without the prior written approval of Fred.
- The Customer will ensure their computer and internet meets the requirements to provide a reliable service.
- The Customer will alert Fred to any potential issues which may affect their backups from operating effectively.
- The Customer will allow access to a computer required by Fred to configure, support and repair their backups, including the installation of remote management tools to manage the Backup Equipment
- The Customer will pay the Total Monthly Rental Payment as outlined in the quote or risk having their service disabled until full payment is made

#### Fred Obligations

- Fred will monitor the Customer's backups to ensure that they are operating effectively and up to date.
- Fred will contact the Customer within 2 business days if their backups have failed to connect.
- Fred will email a weekly summary report to the Customer outlining details of their backups.
- Fred will advise the Customer of any systematic or technical issues which may contribute to the backups not working properly.
- Fred will not at any time make Customer information or records available to any other party.

#### Service Conditions

- Fred requires management and administrative access to the computer to be backed up.
- Fred reserves the right to refuse access to dedicated backup storage for third parties for uses other than the Fred Backup service

#### Life of Agreement

- Either party may terminate this Agreement immediately by notice in writing.
- If the Customer cancels the contract, a pro-rata credit will be paid. If Fred cancels the service any monies paid by the customer will be credited.
- If this backup forms part of a Rental Server Agreement then you are also bound by the conditions of that agreement and the two may not be separated.

# Detailed Contract Information

## Customer Obligations

- The Customer shall ensure that the configuration of the computer systems that are the subject of the Services shall always be kept and maintained in working order and that they not be altered without prior notice to Fred. Fred shall not be responsible for any degradation of performance; delay or deficiency in the Services that occurs where an alteration has been made without Fred consent; which shall not be unreasonably withheld.
- The Customer shall to the fullest extent permitted by law indemnify Fred against all losses; costs and liability incurred by Fred in the course of providing the services herein or in execution or pursuit of its duties; obligations; rights and privileges under this Agreement.
- The Customer shall indemnify and hold harmless Fred; its officers; employees; contractors; suppliers and agents from and against any loss including reasonable legal costs or liability incurred or suffered by those indemnified where such loss or liability was caused by a breach by the Customer of its obligations under this Agreement or any wilful; unlawful or negligent act or omission of the Customer its agents contractors or employees.
- The Customer is responsible for notifying Fred of any issues which may result in disruption to Services.
- All software is licensed for one machine only. If additional copies are required; a site license may be purchased from Fred. The Customer may not transfer this software; electronically or otherwise; and may not make any copies of this software.
- The Customer may not assign or grant sub licenses or leases; or permit their copy or other copies of this software to be distributed to others. May not reverse engineer; disassemble; reverse; translate; or in any way derive from this software any source code form.

## Fred Obligations

- The Services shall be provided by Fred to the Customer from the Commencement Date for the Term; and thereafter on a month-by-month basis until terminated.
- Fred will provide software to backup any data from a single computer to the prescribed limit for the period of the agreement.
- Fred will provide upgrades to software available to you for the duration of the agreement.
- Fred shall not be responsible for any degradation of performance or delay or deficiency in the Services caused by factors beyond its reasonable control.
- Fred shall not without the prior written consent of the Customer disclose any of the Customer's confidential information unless legally compelled to do so. Fred shall take every reasonable step to ensure that its officers; employees; contractors; suppliers and agents do likewise. This clause shall survive the termination of this Agreement.
- Fred shall not be liable for any consequential loss or damage suffered or incurred directly or indirectly in respect of goods or services supplied pursuant to this Agreement or through any failure or omission on the part of Fred to comply with its obligations under this Agreement.
- Fred may terminate this Agreement immediately by notice in writing. Fred may terminate this Agreement immediately by notice in writing if the Customer threatens or resolves to become insolvent or to be placed under administration; the Customer being a natural person dies or the Customer ceases or threatens to cease the conduct of its business.