



TERMS OF SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of this ____ day of _____, 20____ (“Effective Date”) by and between Mirrored Storage Inc., (“Mirrored Storage”), a Texas Corporation having its principle place of business at 5048 Tennyson Parkway Suite 250 Plano, TX 75024 and _____, (“Customer”). This Agreement is entered into between Mirrored Storage and Customer to address all foreseeable issues related to the provisioning of technical services. Mirrored Storage and Customer acknowledge that the Agreement is not all-inclusive and addendums may be required.

1. Services

- a. **Performance of Services.** Mirrored Storage shall perform (or cause to be performed) the services set forth herein.
- b. **Personnel.** Mirrored Storage shall assign employees and subcontractors with suitable qualifications to perform the Services. Customer shall provide a suitable and safe work environment for Mirrored Storage employees and subcontractors while such Mirrored Storage personnel are on Customer’s premises. Mirrored Storage’s employees and subcontractors may be required to sign waivers, releases or other documents to gain access to Customer’s premises in connection with the performance of the Services. Mirrored Storage may replace or change employees and subcontractors as required, but any employees and subcontractors assigned to Customer’s services must be acceptable to Customer. Each Party agrees that it shall not actively solicit or hire any employees or contractors of the other Party who have directly been involved in the performance of Services under this Agreement without the prior written consent of such Party. Each Party’s obligations under this Section shall continue for a period of one (1) year after completion of the applicable Services without regard to conflict of law principles. Publically advertised employment does not apply to this provision.
- c. **Customer’s Obligations.** Customer acknowledges that Customer’s timely provision of (and Mirrored Storage’s access to) Customer facilities, equipment, assistance, cooperation and complete and accurate information and data from Customer’s officers, agents, and employees (“Cooperation”) is essential to the performance of the Services, and that Mirrored Storage shall not be liable for any deficiency in performing the Services if such deficiency results from Customer’s failure to provide

full Cooperation as provided hereunder. Cooperation includes, but is not limited to, designating a project manager to interface with Mirrored Storage during the course of Services, allocating and engaging additional resources as may be required to assist Mirrored Storage in performing the Services.

2. Description of Services. Mirrored Storage agrees to provide remote backup services to Customer, which is more specifically described as follows:

a. The following Service(s):

	Managed Cloud Backup Server Software & Monitoring (Annually)
	Managed Cloud Backup Workstation(10) Software & Monitoring (Annually)
	Managed Cloud Backup Storage per 500gb (Monthly)
	Managed Cloud Storage 10 Users (Annually)
	Managed Cloud Storage Storage per 500gb (Monthly)
	Installation & Configuration - Storage Appliance
	Installation & Configuration - Backup Storage Appliance
	Installation & Configuration - Cloud Storage Appliance
	Managed Services - Local
	Managed Services - Remote
	Training - Set-up & Configuration
	Training - Administration (customized)
	Training - Disaster Recovery (customized)
	Document Conversion (scanning) per 1000 Pages
	Document Conversion (scanning) distressed per 1000 Pages

b. The service includes storage space for data files only (no program files). Mirrored Storage will provide storage space for data files for the term of the agreement as long as the Customer is in compliance with the terms of this agreement. Customer agrees that if at any time the amount of storage space occupied by Customer’s backed up files exceeds the amount of storage contracted for; Customer’s account will be billed for the additional space required in increments of 500MB at the rate in effect at that time.

3. Payments

- a. **Fees.** Customer shall pay to Mirrored Storage the fees in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2794.
- b. **Expenses.** With prior Customer approval, Customer shall reimburse Mirrored Storage for all reasonable travel, lodging, communications, and out of pocket expenses incurred by Mirrored Storage in connection with providing Services in accordance and as allowable under the State of Texas Travel Management Program Guide.
- c. **Payment Terms.** Unless otherwise specified in the quotation, Mirrored Storage shall submit to Customer, on a monthly basis, an invoice for all Services performed and expenses incurred during the prior month. All amounts payable shall be paid in accordance with Appendix A, Section 8 J of DIR Contract No. DIR-TSO-2794.

d. **Taxes.** Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-2794.

4. **Term of Agreement.** This Agreement shall commence on the Effective Date and continue in effect for the period agreed upon by Mirrored Storage and Customer. This Agreement may be renewed with 30 day written notice from Customer to Vendor prior to expiration..
5. **Registration.** Customer may be required to provide registration information in order to use the services provided by Mirrored Storage. Customer agrees to provide certain limited information as prompted to do so during the registration process. This information is to be current, complete and accurate at the time of registration. The Customer agrees to notify Mirrored Storage if any of the registration information changes so that the Customer information is always current, complete and accurate.
6. **Termination of Agreement.** Termination shall be handled in accordance with Appendix A, Section 11 B of DIR Contract No. DIR-TSO-2794.
7. **Password Security** It is the full responsibility of Customer to make a copy of the password and encryption key information provided during initial installation of the service and stores it in a safe location. Mirrored Storage will not be held responsible for the loss of the password and does NOT maintain client encryption keys. **The Customer understands that without the password and encryption key, the encrypted stored data cannot be retrieved and shall not hold Mirrored Storage responsible in any way for any losses of any kind whatsoever.**
8. **Limitation of Warranty.** Mirrored Storage warrants and represents that the software provided will be free from defects for a period of thirty (30) days from date of delivery to you. This warranty extends only to Customer. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Mirrored Storage has not made and makes no guarantee or warranty, including an implied warranty of merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences there from, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, Customer is not relying on any advice or advertisement of Mirrored Storage. Customer 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 either party.
9. **Limitation of Liability.** Limitation of liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-2794.
10. **Disputes.** In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-TSO-2794, the Terms of DIR Contract No. DIR-TSO-2794 shall take precedence. Customer agrees that this agreement shall be governed by the laws of the State of Texas. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

11. **Limitations on Use.** Customer may not use the service for any unlawful purpose. The service is an online backup and recovery service and is not to be used for transferring large amounts of data to other recipients. Mirrored Storage may monitor usage level to detect patterns of suspicious or unacceptable behavior and may disable offending Customer's accounts with twenty-four (24) hour written notice. Mirrored Storage is not responsible for any business interruptions or losses that may be caused due to suspected improper use.

As required by law, certain software that contains encryption features is subject to United States export controls. Encryption that is subject to these regulations software may not be downloaded or otherwise exported or re-exported into (or to a national or resident of) Afghanistan, Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country to which the United States has embargoed goods; or any organization or company on the United States Commerce Department's "Denied Parties List." By downloading or using encryption software or software that contain encryption features provided by Mirrored Storage, Customer agrees to all applicable export control laws. Customer and Mirrored Storage also warrant that neither Customer nor Mirrored Storage is under the control of, located in, or a resident or national of any such country or on any such list.

13. **Confidentiality.**
- a. **Confidential Information.** "Confidential Information" means: (a) the Services and any Work Product; (b) any business or technical information of Mirrored Storage or Customer, including but not limited to any information relating to Mirrored Storage's or Customer's product plans, designs.
 - b. **Exceptions.** To the extent allowable under the Texas Public Information Act and subject to any legal requirements, confidential Information shall not include information that: (a) is in or enters the public domain without breach of this Agreement through no fault of the receiving party; (b) the receiving party was demonstrably in authorized possession prior to first receiving it from the disclosing party; (c) the receiving party can demonstrate was developed by the receiving party independently and without use of or reference to the disclosing party's Confidential Information; or (d) the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.
 - c. **Obligations.** Each party will maintain the Confidential Information of the other party in strict confidence and will exercise due care with respect to the handling and protection of such Confidential Information, consistent with its own policies concerning protection of its own Confidential Information of like importance. Each party will use the Confidential Information of the other party only as expressly permitted herein, and will disclose such Confidential Information only to its employees, contractors and advisors who need to know in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as

protective as those set forth herein executed in writing by such employees, contractors and advisors). However, each party may disclose Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party gives reasonable notice to the other party to contest such order or requirement. Any such disclosure by the receiving party of the Confidential Information of the disclosing party, will, in no way, be deemed to change, affect or diminish the confidential and proprietary status of such Confidential Information.

- i. Mirrored Storage acknowledges that the Customer is subject to the requirements of the Texas Public Information Act, and the Customer may disclose information concerning this Agreement either without consulting with Mirrored Storage or following consultation having taken its views into account.

d.

12. Entire Agreement. DIR contract NO. DIR-TSO-2794 and this Agreement and its exhibits, the terms of which are incorporated herein by reference, are the complete and exclusive agreements between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. Should a conflict arise between this agreement and DIR Contract No. DIR-TSO-2794, the DIR contract shall prevail.

Mirrored Storage

Customer

Date: _____

Date: _____

By: _____

By: _____

Name: John Neibel

Name: _____

Title: President

Title: _____