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ONLINE DATA BACKUP SERVICE AGREEMENT

Section I

GENERAL SERVICE TERMS

Brite Technologies LLC (We, Us, Our) will provide an online data backup service as outlined below to small business and residential clients (The Client) that have accepted the terms of and paid the fees due for this online data backup service agreement. (We) reserve the right to decline or terminate this agreement with (The Client) for non-payment or ineligibility due to status that does not meet the criteria of a small business or residential client profile. (We) also may modify, suspend, or terminate any portion of the services outlined in this agreement in writing with advance email and website posting notification to (The Client) for best business practices in conjunction with industry standards or rate changes posted by (Our) partner services obtained to support (The Client) within the terms of this agreement. (We) install and maintain the software used to connect (The Client's) computer to (Our) partner (i-Drive.com) platform by which the online data backup services are provided. (We) merely act as a support agent to (The Client) to assist with the installation, configuration and management data backup and restoration processes. (The Client) is always responsible for informing (Us) of any errors or malfunctions with the software related to the online data backup process or any adjustments to the configuration for performing routine data backups. This is not a maintenance contract or agreement for (The Client), therefore (We) do not monitor (The Client's) computer activity or performance on any level prior to service requests being submitted by (The client). However, (We) do provide notifications of continuously failing backups that get reported to us by the online data backup software. The billing terms of this agreement are in Section II of this agreement. Overall services performed by (Us) are including but not limited to the following:

Installation Support

- Install and configure the data backup software
- Set a backup schedule desired by (The Client)
- Test a first-time backup to ensure the software is working properly
- Verify that the first automated backup has completed successfully
- Uninstall and reinstall the online data backup software if problems arise

Software Configuration Support

- Adjust online backup settings upon request by (The Client)
- Adjust online backup files/folders upon request by (The Client)

Data Restoration Support

- Restore any previously backed up data files upon request by (The Client)

Section II

BILLING & SERVICE DETAILS:

1. One-Time Billing

- a. (The Client) agrees to the initial one-time charge as stated in Section II(1b) for creating the online data backup and configuration of the software provided by our partner (i-Drive.com).
- b. There is a minimum installation charge of \$40 remotely or \$80 onsite to install the online backup software and configure the first backup for up to 30 minutes remotely or up to 1 hour onsite. After the minimums have been reached, the billing will be in 15-minute increments at \$120.00 per hour.
- c. This service fee will be billed and charged separately from the monthly billing and automated payment processing identified in the monthly billing details below.

2. Monthly Billing

- a. (The Client) agrees to pay a monthly subscription charge of \$15.00 per computer for a minimum of 1 month service period and automatically renews every month thereafter until cancelled in writing as stated below in Section II(4).
- b. The monthly price per computer is subject to change only at the beginning of a calendar month. If there is a rate adjustment provided, the rate increase will be from the (i-Drive.com) host partner that (We) use for supporting the online data backup service to (The Client).
- c. (The Client) agrees to provide automated payment method via credit card or ACH (e-check) for processing the monthly payments and/or services requested. If the payment method needs to be changed, (The Client) is responsible for notifying (Us) by phone at 877-577-2848 option 2; or using our payment method update link found on the billing page of our website. **However, if (The Client) uses an accounting department to send payments, we will honor that system to be used. (The Client) is responsible for ensuring that the payments are received by (Us) no later than the due date to avoid the overdue charge of \$25.00 per occurrence.**

3. Service Requests

- a. All service requests for software configuration and data restoration support listed above are free to (The Client).
- b. Service requests shall be made by (The Client) by using (Our) website www.britetechnologies.com/consulting using the remote support options provided.

4. Cancellation Requests

- a. (The Client) must send a cancellation request in writing to (Us) by using the online cancellation request form found at www.britetechnologies.com/consulting
- b. Upon receipt of the request, (We) will arrange to remotely remove the online data backup software from (The Client's) computer(s) and delete all data from the online data backup account. **NOTE: Removal of the online data backups will not delete the existing files from (The Client's) computer(s).**
- c. Cancelled or terminated accounts will result in a reinstatement fee of \$40.00 to reinstall and configure the online data backup software if (The Client) requests to use the online data backup service agreement again in the future.