

Date:

Thank you for choosing to utilize our Backup Services. We appreciate the opportunity to provide our service and look forward to a working relationship and partnership with you in keeping your data safe and in Canada. This confirms the following SGC Remote Backup Plan was Selected (as per enclosed sales menu (marked up) or per quotation) as Schedule "A":

Plan: with x additional 50GB Storage Units initially totalling \$ x.xx per month  
 Retention:  
 Total Portal Licensing Fees Due upfront (A):  
 Total Setup Fees Due Upfront (B):  
 Total Adder Setup and Licensing /Month (C):  
 Other Licenses & Hardware:

Total Due on Signing: \$  
 Total Due Monthly: \$

Proposed start date:  
 Customer email for backup alerts & notifications:

Term of contract should normally be written to coincide with any SMA or retainer agreements for ease of administration.

We certify that currently we are a partner in good standing with Ctera and will abide by their Support Guidelines as outlined at [https://kb.ctera.com/assets/ctera\\_support\\_policy.pdf](https://kb.ctera.com/assets/ctera_support_policy.pdf). Agreement subject to Ctera's warranty statement: <http://www.ctera.com/warranty/> and to Ctera's End User License Agreement: <http://www.ctera.com/eula>

While Spectrum Global Communications (a division of Blackcreek Technologies Limited), will utilize "Industry Best Practices" in ensuring data integrity while stored on our Servers, it assumes no liability for data loss or corruption. Data and system state restoration will be performed at the request of the "Client" and will be charged at our applicable billing rates in effect for your relationship with us. This Agreement relates only to the provisioning of storage space and a working environment to allow for a Remote Backup to occur. Unless a further backup management agreement is made, we have no knowledge or control of the contents of the backup (just connection status and last backup) nor do we have direct access to the contents of your backups. All taxes are additional. Ongoing monthly invoices are due prior to the start of the month in which the service is to be provided. All payments are to be made and addressed to Spectrum Global Communications.

It is understood that the service is a **twelve (12) month (specify) or month to month** agreement from date of acceptance of this Agreement and is automatically renewed at the current rate annually, unless written notification of cancellation is received by Spectrum Global Communications, not less than 30 days prior to the anniversary date. This agreement is also subject to our current SGC Remote Backup Service Terms and Conditions (which forms part of this agreement).

Spectrum Global Communications, and Client (specify) have executed and delivered this agreement on the:

\_\_\_\_\_ day of \_\_\_\_\_, 2017 at \_\_\_\_\_.

Per: \_\_\_\_\_ Acceptance: \_\_\_\_\_  
 Roy Paiva ([rpaiva@thespectrumgroup.ca](mailto:rpaiva@thespectrumgroup.ca)) Name of Client rep signing  
 Business Development Manager Title of Client Rep signing  
 Spectrum Global Communications Client Company Name

\_\_\_\_\_  
 This agreement becomes final and binding upon Corporate Approval from SGC Head Office (Blackcreek Technologies Limited), Jonathan Koch, President.

## SGC Remote Backup Service Terms and Conditions

Use of Spectrum Global Communications Remote Backup Service or "SGC Remote Backup Service" constitutes absolute acceptance of the following Terms and Conditions.

1. In this agreement, the following terms shall have the following meanings: The "Client" is the person or organization to which the "SGC Remote Backup Service" described on the previous page will be provided. Spectrum Global Communications (SGC), a division of Blackcreek Technologies Limited, with its head office at 206 Ontario Street, Stratford, Ontario, N5A 3H4 Fax: 519-275-3087 is the "Service Provider" offering the "SGC Remote Backup Service" as defined in this agreement. Any and all notices delivered to the "Service Provider" should be delivered to this address/fax #/or [billing@thespectrumgroup.ca](mailto:billing@thespectrumgroup.ca) and be acknowledged.
2. **Remote Backup Service:** "SERVICE PROVIDER" agrees to provide an initial full backup of the "Client" agreed DATA FILES that are selected for backup and then provide partial incremental, differential) backups of the client's data files only as agreed upon by the "Client". a) "SERVICE PROVIDER" will store these files for the length of the term, with prior versions kept ("retention") for the period specified in the plan chosen. The "Service Provider" will only backup data files that are agreed upon or selected during initial installation or subsequently selected by "Client" with the software agent. "SERVICE PROVIDER" is not responsible for any files that are subsequently added and are not selected for backup (for example in a new directory). b) In the case that a data restore is required. The "Client" is responsible for restoring with the local agent or via the web console if access is included with plan chosen. If data is requested on physical media, "Client" is responsible for the cost of the media. Restoration services by "SERVICE PROVIDER" either onsite or remote are provided at "SERVICE PROVIDER" standard rates. "SERVICE PROVIDER" Technical support staff is available for general support during operational hours of 8:00am to 5:00pm Monday to Friday not including statutory holidays or weekends.
3. **Payment:** a) The "Client" is responsible for paying to "SERVICE PROVIDER" the initial cost for licensing/Administration/Setup and monthly cost as per this agreement. "SERVICE PROVIDER" retains all ownership of licenses. a) Overage charges will not be charged (via Grace 5 GB buckets), however the "Client" will automatically be moved up to the next level of service in the following month if applicable, or another "block" of storage will be added for the next month. Non-payment of invoices may result in interruption of service until outstanding invoices are paid in full. b) The "Client" hereby submits to any appropriate credit checks the "Service Provider" deems prudent prior to providing the Services.
4. **Terms of Payment:** a) The "Client" shall pay the "Service Provider" on the following basis: a) Monthly Pre-authorized Payment due prior to the month the "SGC Remote Backup Service" is provided. b) Additional monthly billing will be invoiced at the discretion of the "Service Provider" and due within thirty days. c) All accounts are non-refundable and there is a \$40.00 charge for all returned NSF cheques. d) Chargebacks resulting from Non-adviced changes in Name, address, credit card expiry: \$25.00. e) A \$25.00 chargeback fee will be assessed for each credit card or PAP chargeback received by "Service Provider" due to N.S.F.. The penalty charge will increase by \$25.00 if not resolved within 5 business days should payment not be received within the specified period. f) Re-activation on interrupted service is subject to a \$99.00 administration and reinstatement charge. To avoid interruption on service all accounts must be paid in full by the due date. A (two) 2% service charge per month will apply on past due accounts and be added to ongoing invoices.
5. **Term:** It is understood that unless this agreement is designated as a "month to month" term, then the Initial Service Term is for 12, 24 or 36 months as indicated and is automatically renewed annually unless written notification of cancellation is received by the "Service Provider" not less than (thirty) 30 days prior to the anniversary date. The Term commences on the date the "SGC Remote Backup Service" is provisioned and ready for use for each location or also as of the date of this contract as applicable.
6. **Taxes:** All applicable federal and provincial taxes shall be added to the amounts payable and shall be paid by the "Client" to the "Service Provider".
7. **Termination:** a) The "Service Provider" reserves the right to revoke accounts and refuse "SGC's Remote Backup Service" with notice. Any attempts to compromise the security of the "Company's" network will result in termination of this Agreement and with forfeiture of remaining balance. Upon the termination of this Agreement, the "Service Provider" may disconnect the Clients "SGC Remote Backup Services" and may claim the immediate payment of all amounts owed to it by the "Client". b) The "SGC Remote Backup Service" shall terminate automatically if the "Client" is in payment default, commits any act of bankruptcy within the meaning of the Bankruptcy Act (Canada), if any bankruptcy or insolvency proceeding is taken by or against the "Client", if the "Client" makes any voluntary assignments for the benefit of creditors, if a receiver takes possession of any of the "Client's" property, if the "Client" ceases to carry on a business in the normal course, if the "Client" is liquidated or wound-up, if the "Client" breaches proper use as described in Section 11 "Use of Service", or if the "Client" fails within 10 days of its receipt of the "Company's" notice to such effect to remedy and breach by it of this Agreement. c) Termination of this agreement for any reason shall not relieve the "Client" from any liability, including amounts owing, accrued hereafter prior to the time termination becomes effective. d) Cancellation of, or changes to, your Internet service does not constitute cancellation of, or change to, your "SGC Remote Backup Service" (including, but not limited to, changes of address, telephone number, moving locations, etc.) and all cancellations and changes must be submitted in writing to "Service Provider".
8. **Early Termination by the Client:** The "Client" may terminate "SGC's Remote Backup Service" it has requested at any time before the end of a relevant Service Term by giving notice of the Termination in writing to the "Service Provider" at least thirty days before the proposed early termination date. If the "Client" terminates an "SGC Remote Backup Service" under this section, and unless the contract is specified as a "Month to Month" contract, the "Client" shall also pay an amount equal to (twenty) 20% of the remaining monthly fees and taxes for the Terminated "SGC Remote Backup Service" that would have been payable to the end of the applicable Service Term.
9. **Limitation of Liability:** a) The "Company's" sole obligation under this Agreement is to furnish the "SGC Remote Backup Service". Except as otherwise provided herein, the "Service Provider" makes no representations or warranties of any nature whatsoever, whether expressed or implied, with respect to the "SGC Remote Backup Service" including without limitation, any representation or warranty with respect to the network transmission capacity of common carriers or the "Client" or the reliability of the equipment of common carriers or the "Client". b) The "Company's" liability for negligence or breach of this Agreement shall not in any event be greater than the total amount paid by the "Client" to the "Service Provider" for the service period that gives rise to the claim. c) In no event shall the "Service Provider" be responsible for any indirect damages including but not limited to, damages resulting from loss of use, loss of profits, lost business revenue or third party revenue. d) The "Company's" limitation on liability contained in the Agreement shall survive the termination of this Agreement. e) The liability of the "Service Provider" for claims arising from the provision of Services hereunder shall be limited to those actually proven as directly attributable to the "Service Provider" and the "Client's" exclusive remedy shall be: (i) the correction of defects of which the

"Service Provider" has received written notice by the "Client" within thirty (30) days of occurrence; or (ii) where such correction is not practicable, an equitable credit not to exceed the charges invoiced to the "Client" for that portion of the Services which were defective, unless specified otherwise. e) The "Service Provider" is not responsible for any hardware or software problems on the "Client's" equipment. The "Service Provider" will perform service work or hardware installation on the applicant's computer/network at their request, subject to the Terms and Conditions of our Work Order. The "Service Provider" is not responsible for, nor assumes any liability for, warranty considerations or avoidance. f) Notification shall not be provided for regular scheduled maintenance where no service interruption is expected or unscheduled emergencies. g) Service can only be provided to clients with an internet connection that will have the speed capable of handling the SGC Remote Backup Service. If the "Service Provider" is unable to provide a sufficient internet connection in the applicant's area, we will cancel the agreement without penalty. The "Client" acknowledges that the signing of this Agreement does not guarantee service availability, as service limitations may only be determined during the provisioning process. h) The "Service Provider" will not provide technical support, guarantee connection, or be responsible for any technical issues due to hardware or software that has not been pre-approved by the "Service Provider". i) The "Client" may be required to have a valid static IP from their internet provider in order to have the "SGC Remote Backup Service" j) The "Service Provider" is committed to maintaining reliable and redundant infrastructure to store your data. If there are failed or compromised backups then the "Service Provider" is responsible to let the "Client" know (primarily by means of automated email to the communication email provided at provisioning. This provision is restricted by the condition of your data network and all physical and Internet connectivity requirements being suitable for "SGC Remote Backup Service" to perform its function properly. The "Client" is solely responsible for verifying that the necessary files to restore specialized software systems, such as databases and other data environments, are being created and are included in the data "Service Provider" is backing up for you.

10. **Client Sites and Equipment:** a) The CLIENT shall provide the "Service Provider" with physical or remote access to the premises, computer network systems, and computers necessary to enable "Service Provider" to carry out the Services hereunder. b) To the extent applicable, it is the "Client's" responsibility to provide, prepare and maintain one or more workstations or server(s) within the "Client's" site for the installation of the agents and additional equipment necessary in order for the "Service Provider" to provide the "SGC Remote Backup Service". Such provisions, preparations and maintenance shall comply with the specifications supplied by the "Service Provider". c) It is the "Client's" responsibility to procure and maintain any and all telecommunication/data equipment necessary for network and internet connectivity. d) The "Service Provider" shall not be responsible if any changes in the Services cause equipment or hardware to become obsolete, require modification or attention, or otherwise affect performance of the same. e) Except where a local backup appliance has been sold to CLIENT in conjunction with providing Remote Backup Services (local backup followed by Remote Backup), all agents for "Direct to Cloud" remain the exclusive property of the "Service Provider". Maintenance subscriptions for the agents and backup devices shall be the responsibility of the party who owns the agents or devices.
11. **Use of Service:** a) Use of the "Company's" "SGC Remote Backup Service" constitutes acceptance of the Terms and Conditions and Disclaimer as outlined in this document and the "Service Provider" reserves the right to modify the Terms and Conditions at any time and will post those changes on website noted below. The effective date of these terms and conditions is at the time of posting on the website. It is the responsibility of the Client to check <http://www.sgci.com/terms> for updates. b) The "Client's" use of the "Company's" network and Remote Backup Service may only be for lawful purposes. Transmission or storage of any material in violation of applicable law or regulation is prohibited. This includes, but is not limited to: transmitting or storing of data which is threatening, obscene, of defamatory, which belongs to a third party and is protected by copyright, trade secret, patent, or other intellectual property laws, or violates export control laws. The "Client" agrees to indemnify and hold harmless the "Service Provider" from any claims resulting from the "Client's" use of the "SGC Remote Backup Service" by anyone authorized by the "Client" who damages the "Service Provider" or any related third party. c) The "Client" agrees to indemnify and save the "Service Provider" and its suppliers harmless from and against all loss, liability, damages of any type and expenses, including reasonable counsel fees, arising from any and all claims in connection with the "Client's" or its end-users' use of the "Remote Backup Service", including without limitation all claims for libel, slander, invasion of privacy, infringement of copyright, invasion of private records and all other claims arising from Information transmitted or made accessible by or to the "Client" or its end-users as well as any and all claims for infringement of parties arising from the use by the "Client" of any equipment, software, apparatus and or systems not provided by the "Service Provider" in connection with the "SGC Remote Backup Services". d) "Service Provider" shall not disclose any proprietary or Confidential Information on "Remote Backup Service" unless so directed by a court of law or government authority. e) Resale of or use of the "Remote Backup Service" in whole or in part by another person or organization is strictly prohibited. f) The "Service Provider" will provide technical support for current accounts to establish the "Client's" "SGC Remote Backup Service" and setup the "Client's" files for backup. Hardware and software problems on the "Client's" equipment remain the responsibility of the "Client". The "Service Provider" is not responsible for a lack of knowledge by the applicant regarding use of the "SGC Remote Backup Service" or computer. g) The "Service Provider" is not responsible for any charges that may be incurred from the "Clients" internet bandwidth charges that may occur from a result of the "SGC Remote Backup Service".
12. **Force Majeure:** Neither the "Client" nor its employees, officers, directors or representatives shall be liable for failure to perform or delay in performance due to anything beyond the reasonable control of the "Client" including but not limited to, fire, flood, earthquake, elements of nature, acts of God, explosions, power failure, fuel or energy shortage, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representatives or legal body having jurisdiction, or unrest such as strikes, slowdowns, picketing or boycotts, the failure of any network or telecommunication system of a third party upon which the "Client" is reliant to provide the "Internet Services" then the "Client" shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if the "Client" uses commercially reasonable efforts to expeditiously remove the cause of such default or delay in its performance.
13. **General Provisions:** a) This Agreement shall be governed by the laws of the Province of Ontario. It may not be modified except by writing and signed by both parties. This Agreement constitutes the entire Agreement between the parties and cancels, replaces and supersedes all existing and prior agreements and understandings, written or oral, between the parties with respect to the "Remote Backup Services" referred to in this Agreement. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a writing duly executed by the party to be bound thereby. b) Neither this Agreement nor any rights hereunder may be assigned by the "Client" without the prior written consent of the "Service Provider". The "Service Provider" may assign this Agreement or its obligations hereunder to an affiliated or non related Company. c) The Provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or un-enforceability without any manner affecting validity or enforceability thereof of the remaining provisions hereof and thereof. e) Time is of the essence in respect of the Agreement.