

SERVICE AGREEMENT

Enveloc, Inc. (the "Company") and you (the "Customer") agree as follows:

1. Company agrees to provide a confidential, secure, remote backup of those designated portions of Customer's computer as ordered for a minimum service contract of one year. In order to provide this service, Company will install in Customer's computer proprietary software licensed by an End User License Agreement ("EULA"). Customer agrees to the terms of the EULA as set forth as provided herein.

2. The information subject to the backup will be encrypted and can only be decrypted by Customer's representative inputting a password that will be known and kept only by Customer. Company will obtain a plain text listing of computer configuration, such as names, paths, values and sizes of files, and customer service information. All other data will be encrypted with client's password. Company will not provide copies of the encrypted data to anyone, other than Customer, unless ordered to do so by a court of competent jurisdiction or as specified below.

3. Company will maintain Technical Support on a 24 hour, 365 day per year basis to assist with file restoration and other technical services in accordance with Company's fee schedule at time of service.

4. Customer agrees to: (a) maintain a computer meeting Company's minimum operating system and capacity specifications that is not configured in such a way to prevent or materially inhibit successful backup; (b) provide and maintain a telephone line or internet connection which can be accessed without manual intervention; (c) provide adequate time during which Company software can operate without interference from other software; (d) notify Company of any changes in Customer's operating system, computer configuration, telephone number, or any other change which could potentially affect the orderly backup of Customer's data; and (e) pay Company charges as invoiced.

5. Company agrees to a thirty (30) day unconditional money back guarantee. Some computers are configured in such a way as to prevent successful backup. In such a case, Company may refuse service, instruct Customer on removal of any proprietary software already loaded on Customer's computer, and return any prepaid fees. No fees will be refunded after thirty (30) days from installation date regardless of when any initial backup may ever take place. Furthermore, Enveloc does not provide prorated billing of any sort. The Customer hereby agrees to be responsible for any and all fees associated with any single billing period for backup services rendered, regardless of the number of days of backup services provided in any billing period.

6. During normal automatic, remote operation, Company software will retry any incomplete backup session as many times as is practical, in the sole discretion of Company. Because remote backup depends on available telephone lines or internet connections and is subject to other operating variables, Company is not liable for failure of remote backup. Company is not responsible for lack of telephone or internet service, strikes, riots, civil commotion, Acts of God, natural disaster, fire, or other conditions beyond Company's control which prevent completion of remote backup.

7. Because computer hardware and software types and configurations vary, Company is not responsible for software or hardware conflicts. Customer may elect to discontinue service if results are undesirable, but fees cannot be returned after thirty (30) days as explained above. If the service is discontinued then Company is authorized to enter Customer's location and remove the software.

8. Customer agrees not to copy or redistribute any software installed by Company, including but not limited to, Enveloc Backup Software, compression utilities such as Enveloc Timer, Crystal libraries or controls, Dart libraries or controls, DynaZip libraries or controls, Bokler libraries or controls, Microsoft libraries or controls, any other components.

9. At no time whatsoever, no bailment or other similar type of obligation shall ever exist between you (or your designated users) and Enveloc with respect to your data stored with Enveloc. You are solely responsible for maintaining the confidentiality of any and all of your Password(s) and Key(s), including

restricting the use of the Password(s) and/or Key(s) by your designated users and shall be solely responsible for all use of your data accessed through your Password(s) and/or Key.

ENVELOC SHALL BEAR NO RESPONSIBILITY OR OBLIGATION TO YOU, YOUR DESIGNATED USERS OR ANY OTHER USERS OF THE COMPANY SERVICE TO MONITOR, SUPERVISE OR OVERSEE THE CONTENTS OF FILES STORED ON THE SERVICE. ENVELOC SHALL NOT BE RESPONSIBLE FOR PROVIDING YOU WITH PASSWORDS OR KEYS IN THE EVENT OF A FORGOTTEN OR LOST PASSWORD OR KEY. WITHOUT THE CORRECT ENCRYPTION KEY, YOUR DATA WILL REMAIN ENCRYPTED AND INACCESSIBLE. ENVELOC SHALL UNDERTAKE ALL COMMERCIALY REASONABLE MEANS AND PRECAUTIONS TO SAFEGUARD THE REMOTE BACKUP MEDIA, BUT AT NO TIME ACCEPTS ANY RESPONSIBILITY FOR MEDIA OR SOFTWARE DEFECTS.

10. Customer acknowledges, agrees and understands that Customer is solely responsible for the set up, configuration and maintenance of the Enveloc Software for Customer's specific needs and/or purposes. Customer acknowledges, agrees and understands that Customer is solely responsible for the selection and/or designation of which specific files, folders, applications, directories, drives, and/or file types that are to be included for any backup. Furthermore, Customer acknowledges, agrees and understands Customer is solely responsible for the selection and/or designation of which specific files, folders, applications, directories, drives, directories and/or file types that are to be excluded from any backup and that any such exclusions made by Customer cannot be restored in the event of need.

11. Customer acknowledges, agrees and understands Customer is solely responsible for the mode of operation of the Enveloc software as well as the selection of any start times, stop times and the determination of any and all expiration dates and times for any and all backups. Customer acknowledges, agrees and understands that Customer shall also be solely responsible for the maintenance of their own data backup sets provided by or in connection with the use of the Enveloc software that may ever be stored on their own media. Customer further agrees and understands that only the latest copy of any particular file may be available unless additional fees are paid in advance for archiving service.

12. Customer represents and warrants that all software designated for backup to Company is owned or licensed by Customer as of the time of this Agreement, and that this software and any additional software later designated, will be owned or properly licensed at the time of each backup performed under this Agreement.

13. Any controversy or claim arising out of or relating to this contract, or breach thereof, or any dispute concerning the commercial relationship, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by a single arbitrator may be entered in any court having jurisdiction thereof. The parties expressly agree that the arbitrators have authority and jurisdiction to determine any question of arbitrability, but not to award punitive damages. The parties further agree that the place of the arbitration shall be Mobile, Alabama. Neither party is responsible for consequential damages.

14 (A). LIMITED WARRANTY: Company warrants that the software will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of receipt, and that the original media are free from defects for 30 days from the date of delivery of the software.

14 (B). CUSTOMER REMEDIES: Company's entire liability and your exclusive remedy shall be, at Company's option, to either a) return of the price paid or b) replacement of the software which does not meet Enveloc's Limited Warranty and which is returned to Company with a copy of your receipt. Any replacement software will be warranted for the remainder of the original warranty or 30 days, whichever is longer.

14 (C). NO OTHER WARRANTIES: Company disclaims all other warranties, either express or

implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with respect to the software and the accompanying written materials. This limited warranty gives you specific legal rights. You may have other rights that vary from state to state.

14 (D). NO LIABILITY FOR CONSEQUENTIAL DAMAGES: In no event shall company be liable for any damages whatsoever (including, without limitation, repair costs, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the software, even if Company has been advised of the possibility of such damages. Because some states do not permit the exclusion or limitation of liability for consequential or incidental damages, this limitation might not apply to you.

15. The laws of the state of Alabama shall apply to this contract, both as to the determination of its validity, its performance and its enforcement. The provisions of this agreement are separate and severable. This document constitutes the sole agreement between the two parties on these matters. No modification of this agreement is valid unless a duly executed written amendment is executed by the parties. There are no representations concerning these matters that have been relied upon by either party that are not set out herein.

Customer acknowledges receipt of the following:

1. Two copies of Password form.

In situations where Customer wishes for Company to provide backup sets to a third party, the following are Customer's Authorized Representatives for receipt of backup sets (Customer agrees and understands it is Customer's duty to provide Password to any third party in advance of need):

To: _____

To: _____

Agreed, on this the date of installation of Enveloc Remote Backup software.

Customer:

Enveloc, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(If you would like a physical copy of this Agreement, you may print, sign and forward it to Enveloc for execution)