

Online Back-up Agreement

Nature of Organisation

Sole Trader Partnership Limited Company Other _____

Trade Name: _____

Legal Name: _____

Street Address: _____

Postal Address: _____

Telephone: _____ Fax: _____ Mobile: _____

Accounts Contact: _____ Servicing Contact: _____

Login: _____ Password: _____

Operating System: _____

Setup:

Online - PC	\$150.00
- Server	\$375.00
Offline - PC	\$250.00
- Server	\$375.00

Start Date: _____

Monthly Charges:

Disk Space Quota: _____	Quota (in 10 GB Blocks @ \$2.00 per Gb)	\$ _____
	PC (\$13.90 per PC)	\$ _____
No. of Servers: _____	Server (\$27.90 per server)	\$ _____
No. of Mailboxes (server only): _____	Exchange (in 5 mailbox Blocks @ \$2.00 per mailbox)	\$ _____

Total per Month (excludes GST) \$ _____

Data Covered by Backup: Entire PC/Server? Yes/No (if No then directories must be listed below)

Directories to backup: _____

Terms and Conditions of Service

General

The following conditions constitute the terms and conditions of service for an online backup service between Computercare NZ Limited (hereinafter referred to as CCNZ) and the client. The online backup service is intended to backup client data via an Internet connection to an off-site storage facility (hereinafter referred to as the Service).

CCNZ may vary these conditions at any time and the client will have been deemed to have accepted any changes 30 days from the date they have been advised.

Payment

All clients subscribing to the Service must have an existing credit account facility with CCNZ. Charges pertaining to the Service will be invoiced at the end of each month for the next months usage. Where accounts are not paid, CCNZ reserves the right to withdraw or withhold the Service at its discretion.

Charges

CCNZ reserves the right to increase in rates however the intention to do so must be advised at least 30 days in advance during which time the client has the right to cancel the Service at the end of the 30 day period without penalty.

Our Commitment

CCNZ will always endeavour to provide a high quality, accurate and reliable Service. If the client identifies any issues that mean this commitment is not being met, they should contact CCNZ immediately.

If there is any reason why the Service is to be temporarily suspended due to essential maintenance or malfunction, CCNZ will provide as much notice as possible to the client and reinstatement will be made as soon as possible within the bounds of commercial reality.

Once the initial setup has been completed, CCNZ undertake to provide technical support on any subsequent issues relating to the backup function at no additional charge. Backup problems caused by software and hardware at the client site will be charged for.

Client Responsibilities

The client will provide a suitable Internet connection that must be reliable and of sufficient bandwidth. The Client must maintain current and reputable antivirus software on all computers within the client network. It is also strongly recommended that an appropriate firewall be in place between the Client network and the Internet.

Sub-Contract

CCNZ reserves the right to sub-contract all or any part of its obligations under this contract to another party.

Scheduled Maintenance

To maximize optimal performance and security of the servers, CCNZ will perform routine maintenance on the servers on a regular basis, requiring servers to be removed from service. CCNZ reserves four hours of server unavailability per month for maintenance purposes. This server unavailability will not be included in server uptime calculations. The maintenance is typically performed during off-peak hours. CCNZ will provide you with advance notice of maintenance whenever possible.

Storage Capacity / Data Transfer

Each account is allotted storage capacity on CCNZ servers according to the clients requirements including that for future data growth by the CCNZ Managed BackUp Services Team. This storage size and data transfer allotment can be increased by CCNZ Managed BackUp Services Team as they determine appropriate. Any increases in Data and /or Mailbox allowance will be charged to the client.

Data Integrity

The service employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data written to two or more disks simultaneously to prevent data loss in the event of hardware failure. Routine server backups are performed for disaster recovery purposes only.

Data Loss

In the event that data is lost from the Client machine, and is unrecoverable by normal means due to faults caused by CCNZ, CCNZ will have a maximum of one week from being notified to restore the data. Compensation is available for all data that is lost and will be awarded at an agreed price based on the current market value.

Data Retention

PLEASE NOTE THAT CCNZ IS NOT RESPONSIBLE FOR RETAINING ANY OF YOUR DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AFTER THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. CCNZ SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO EXISTING OR TERMINATED ACCOUNTS UNLESS AGREED TO BY THE CCNZ.

Liability

CCNZ, its employees, contractors or agents will not be liable in contract, tort (including negligence) or otherwise to compensate you or any employees or agents thereof for any loss, injury or damage arising directly or indirectly from any omission, error default or delay by CCNZ employees, contractors or agents or for any failure of the Service provided except where such loss, injury or damage is the direct or indirect result of an intentional act. Such loss (whether direct or indirect) includes loss of profits, revenue, actual or potential business opportunities, contracts or anticipated savings or profits or any indirect or consequential loss whatsoever notwithstanding that CCNZ employees, contracts or agents have been advised of the likelihood of such losses.

Cancellation

CCNZ reserves the right to cancel this contract at any time. The client has the right to cancel the contract with 30 days notice.

Declaration

I certify that the above information is true and correct and that I am authorised to sign this Contract. I have read and understand the Terms and Conditions of Service above and I agree to by these conditions and confirm that I am authorised to make this declaration.

Signed: _____ Date: _____
Proprietor/Partner/Director/Authorised Signatory (please circle one)

Full Name: _____ Position: _____

