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DATA BACKUP AND STORAGE AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth a contract arrangement under which Company will provide offsite Data Backup and Storage services ("Data Backup and Storage Services") on behalf of Customer.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Company and Customer hereby agree as follows:

1. Terms.

Subject to the terms and conditions of this Agreement, Company will provide Data Backup and Storage Services for Customer subject to the following terms:

a) Length of Service.

Customer agrees to an initial six (6) month or twelve (12) month contractual term of service ("Term"). The length of contract required is based on the type of service desired by Customer and shall be determined solely by Company.

b) Service Start Date.

The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed-upon alternate date.

c) Renewal by Customer.

This Agreement will automatically renew for successive six (6) or twelve (12) month Terms unless canceled in writing by Customer at

Customer Initials _____ Company Initials _____

least 30 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by Customer indicates agreement to any contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to Customer's account.

d) Type of Service(s).

Company will provide Customer with a custom, offsite data backup and storage solution according to the attached Specifications (Exhibit B) and may comprise one or more of the following types of backups or consulting:

Backup and Restoration of Data Consulting: Company consultants will make recommendations to Customer on the type(s) of backups and storage that fit the Customer's goals and objectives. Consultants will take into consideration the amount of storage space as well as the speed of the restoration and retrieval of archived data. Consultants may recommend a combination of different backup and incremental backup types to meet Customer goals and objectives.

Standard Copy Backup: A standard copy backup that copies all selected files, but will not mark each file as archived or otherwise flagged as having been backed up.

Standard Daily Backup: A standard daily backup that copies all selected files that have been modified on the day that the backup is performed, however, the files are not marked as archived or otherwise flagged as having been backed up.

Standard Incremental Backup: A standard incremental backup that copies all of the data that has been modified since the last standard incremental backup.

Archival Backup: An archival backup that copies all of the data, whether or not it has been modified since the last backup.

Physical Storage of Backup Media: A physical location that serves as storage for Customer's data, data backups, and related storage media.

Transportation of Backup Media: Services involved in the transporting of backup media between Customer and Company's facilities or location(s).

e) Limitations of Service.

The nature of Customer data and backups is that they are stored on impermanent physical media which are subject to degradation and technological change. Company will make every effort to continually transfer or upgrade storage devices and media in order to fulfill its obligations under this agreement. Company reserves the right to transfer and upgrade all media and backups as it sees fit unless otherwise agreed upon in the Specifications.

f) Limitations Due to Time.

All data backup and storage is performed on pre-determined schedules (i.e., hourly, daily, weekly), determined by the level of service desired and set forth in the Specifications. Company is not responsible for loss of data or absence of a backup between the time a backup starts and the next scheduled backup. The type of backup performed will also dictate the availability of restorable media; restore points, "snapshots," or any other data backup or storage requirement that may be needed by the Customer at any given time.

2. End User Pricing and Compensation.

End user pricing and compensation is outlined on Exhibit A, attached, and is subject to change at the sole discretion of Company.

2.1 Excessive Use of Services.

Company may impose an additional charge or a restriction of services at any time that Customer's use of the services imposes a considerable effect on Company resources or system performance. Company shall have sole discretion as to what constitutes excessive use and what activity is considered a violation of either the Company Acceptable Use Policy, or level of service that the Customer is currently using. Company is

responsible for monitoring such excessive use for the account as a whole, and has no responsibility to identify a Customer's individual end user, employee, or other agent who may or may not be responsible for the excessive use of services.

3. Terms of Payment.

Terms of payment are C.O.D. unless credit approval has been granted by Company. If credit approval has been granted, credit terms are net 10 days upon receipt of invoice. We reserve the right to revoke any credit extended if payment is in arrears for more than 30 days.

4. Proprietary Information.

Proprietary information exchanged here under shall be treated as such by Customer. This information shall include, but not be limited to, the provisions of this Agreement, product and services information, and pricing. Customer further agrees to not decompose, disassemble, decode, or reverse engineer any Company program, code, or technology delivered to Customer or any portion thereof.

5. Censorship.

Company will exercise no control whatsoever over

DEMO CONTRACT

This demo contract has been truncated. The complete 5 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/computer-systems-hardware-contracts/data-backup-storage-contract.htm>

Customer Initials _____ Company Initials _____

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