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### Severance.

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## ONLINE BACKUP MANAGER (OBM) SOFTWARE

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#### 5. DESCRIPTION OF SERVICES

Subject to LEADING EDGE PROVIDER's acceptance of Your registration and Your compliance with the terms and conditions of this Agreement, LEADING EDGE PROVIDER will provide You with the following service (the "Basic Service") : (a) LEADING EDGE PROVIDER will establish one (1) online storage and online backup account in Your name on the LEADING EDGE PROVIDER servers (the "Account"); (b) LEADING EDGE PROVIDER will initially allow you to store up to a total of 50GB of data files in your Account on a trial basis for 30 days if the trial option is chosen, or will allow you to store up to a limit higher than the trial offer depending on the user's choice among the provided storage options for a subscription fee; and (c) LEADING EDGE PROVIDER will allow You to retrieve data files from Your Account. (d) In Your use of the Service, you are responsible for providing the following: (i) all equipment, such as a computer and modem, necessary to access the World Wide Web; (ii) Your own access to the World Wide Web; and (iii) payment of all telephone or other fees associated with such access. ONLINE BACKUP MANAGER provides an extensive range of services. It is possible that one or more of these services may not be available at certain times. Refer the home page to get the status on the services.

#### 6. CONDITIONS OF USE

You are solely responsible for the content of all data You store or retrieve from, or attempt to store or retrieve from, Your Account and the Public Folders and for all transmissions by You from and to Your Account. Your use of the Service is subject to all applicable local, state, national and international laws and regulations. You will: (a) not use the Service for any illegal purposes; (b) not use the Service to store, retrieve, transmit or view any file, data, image or program that contains: (i) any illegal pictures, materials or information; (ii) any harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature; (iii) any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; (iv) any code or material that violates the intellectual property rights of others; (v) any Windows temporary files of any kind (including, without limitation, any \*.p or ~\*. \* files); or (vi) any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features; (c) comply with United States and other applicable law regarding the exportation and re-exportation of any data or other materials from the United States or other jurisdictions through the Service; (d) not use the Service for any spamming, chain letters or other use that may otherwise disrupt the Service or the networks through which You access and use the Service; (e) comply with all regulations, policies and procedures of networks through which You access and use the Service; and (f) not access or attempt to access any Service account for which You have no access authorization or duplicate, modify, distribute or display any of the data or files from any such account. (g) not use sharing features in a way that amounts to 'publishing' and restrict the use of sharing features to share data between friends, colleagues and business partners, in a very limited sense. (h) ONLINE BACKUP MANAGER service should not be used to sell digital content to others. It is not a media for dissemination of digital content for commercial purposes. ONLINE BACKUP MANAGER may use automated procedures to detect unacceptable level of usage and may immediately disable offending accounts, and the process of detection may vary from time to time, based on misuse detected. ONLINE BACKUP MANAGER is NOT a service for storing and disseminating large amounts of data to large number of recipients. It is an Online backup and storage service. ONLINE BACKUP MANAGER is not responsible for any business interruptions that may be caused due to this process.

## 7. REGISTRATION INFORMATION / CREDIT CARD CHARGES

You will promptly notify LEADING EDGE PROVIDER of any change in the information You provide on Your registration form during Your registration for the Service (including, without limitation, any change in Your mailing address, telephone numbers or email address). The registration information provided by You on Your registration form during Your registration for the Service, together with any and all updates provided by You from time to time under this paragraph, is referred to in this Agreement as the "Registration Information. LEADING EDGE PROVIDER's policy regarding the privacy and use of the Registration Information is set forth in LEADING EDGE PROVIDER's privacy policy, as the same may be modified and amended by LEADING EDGE PROVIDER from time to time (the "Privacy Policy"). When You accept this Agreement, You acknowledge that You agree to the terms of the Privacy Policy.

You authorize a recurring monthly or annual charge to your credit card in exchange for use of the ONLINE BACKUP MANAGER service as indicated by published standard plans or a customized quote provided for your specific use. You also agree that the enrollment for the next service period is automatic. Refunds on a pro-rated basis are issued only for monthly plans. When yearly subscriptions are cancelled before the subscriptions end, refunds are issued based on a prorated calculation of the subscription charges at the monthly rate for the plan, for the actual number of days the account was subscribed (the number of days between the most recent yearly charges and the cancellation date). If the calculated refund amount exceeds the yearly subscription rate, then no refund is issued.

ONLINE BACKUP MANAGER will not issue any prorated refunds for the remaining period during the month when an account with a monthly subscription plan ("current plan") is downgraded to a smaller plan ("new plan") (a plan that costs less per month than the current plan) during the middle of a month. However the rate applicable to the new plan will automatically be charged starting the first of the subsequent month. ONLINE BACKUP MANAGER does not allow storage space beyond the specified plan limit chosen by the user. Backup will fail until the space is added to current plan.

## 8. ACCOUNT AND PASSWORD

After You accept this Agreement and Your registration has been accepted by LEADING EDGE PROVIDER, You will receive a link by email, on activation of which Your Account will be established. You are solely responsible for any consequences arising out of Your failure to maintain the confidentiality of Your Password/encryption password. You will notify LEADING EDGE PROVIDER of any unauthorized use or other breach in security of Your Account immediately after You learn of the same.

### 8. (a) ENCRYPTION PASSPHRASE SYSTEM

ONLINE BACKUP MANAGER enforces encryption of data on storage with a user defined key known only to the user and no one else. Even the ONLINE BACKUP MANAGER personnel do not have access to this key as it is not stored on the ONLINE BACKUP MANAGER servers. It is very important that you store this key in a safe place and maintain this key in printed form for easier reference. Any data backed up using ONLINE BACKUP MANAGER can only be retrieved using this key and if you forget or misplace this key then your data may not be retrievable. ONLINE BACKUP MANAGER is NOT responsible for loss of data arising as a result of such cases.

If you are installing the ONLINE BACKUP MANAGER application on a fresh machine, re-enter the encryption password key correctly. IF YOU ENTER AN INCORRECT ENCRYPTION PASSWORD KEY, YOUR DATA WILL NOT BE RETRIEVED CORRECTLY.

## 9. SECURITY OF STORED DATA AND FILES

LEADING EDGE PROVIDER will endeavor to restrict access to the data and files You store or retrieve from Your Account to persons accessing such data and files through use of Your Account or Password. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Accordingly, You hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute the data and files You store in Your Account.

## 10. CONTENT OF STORED DATA AND FILES

You are solely responsible for (a) obtaining sufficient rights to the content of all data and files stored by You on LEADING EDGE PROVIDER's servers and (b) ensuring that such content does not include any of the items listed in paragraph 2(b) above. LEADING EDGE PROVIDER normally does not review, inspect, edit or monitor any content, data or files stored by You or any other user of the Service, including, without limitation, for viruses, worms, "Trojan horses" or any other similar contaminating or destructive features. However, if LEADING EDGE PROVIDER has suspicion that an account is being used for storage and distribution of any illegal material such as copy-righted content, LEADING EDGE PROVIDER reserves the right to examine the content of the online storage and backup account. LEADING EDGE PROVIDER reserves the right to refuse, remove or disable access to any data or files stored on LEADING EDGE PROVIDER's servers with immediate effect that LEADING EDGE PROVIDER learns may be illegal, may violate the terms of paragraph 2 above, may violate the rights of any third party or otherwise may be reasonably objectionable.

## 11. BACKUPS OF YOUR DATA

ONLINE BACKUP MANAGER may maintain regular backups of data to recover from any software/hardware failures. However, the most important step for a reliable backup is at the user end; user is expected to view and verify the logs periodically to insure that the backups do take place successfully, and take necessary corrective action if there are errors. User is also expected to periodically upgrade the backup client to the most recent version for improved reliability of backups.

## 12. DISCLAIMER OF WARRANTY

YOUR USE OF YOUR ACCOUNT AND THE SERVICE IS AT YOUR SOLE RISK. YOUR ACCOUNT AND THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. LEADING EDGE PROVIDER, ON BEHALF OF ITSELF AND ITS DISTRIBUTORS, ADVERTISERS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO YOUR ACCOUNT AND THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). YOUR ACCOUNT AND THE SERVICE MAY NOT MEET YOUR NEEDS. LEADING EDGE PROVIDER MAKES NO REPRESENTATION OR WARRANTY: (A) THAT YOUR ACCOUNT OR THE SERVICE WILL MEET YOUR NEEDS; (B) THAT ACCESS TO YOUR ACCOUNT OR THE SERVICE WILL BE TIMELY, ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE; (C) THAT THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED; (D) THAT THE DATA ON YOUR DESKTOP OR SERVER WILL NOT BE LOST OR DAMAGED; OR (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY MATERIAL OR DATA YOU RETRIEVE THROUGH THE USE OF THE SERVICE IS DONE AT YOUR CHOICE AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RETRIEVAL OF SUCH MATERIAL OR DATA.

## 13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL LEADING EDGE PROVIDER, INC., ITS DISTRIBUTORS AND SUPPLIERS, OR ANY OTHER PERSON WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SOFTWARE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY GENERAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR OTHER DAMAGES OF ANY CHARACTER ARISING OUT OF THIS LICENSE AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, LOSS OF DATA, LOSS OF PROFITS, DATA OR OUTPUT FROM THE SOFTWARE BEING RENDERED INACCURATE, FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES OF WHATEVER NATURE, EVEN IF LEADING EDGE PROVIDER, INC. HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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#### **15. INDEMNIFICATION**

You will defend, indemnify and hold LEADING EDGE PROVIDER, its parents, subsidiaries, affiliates, agents, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys’ fees and costs, made by any third party due to or arising out of (a) Your use of Your Account and the Service, (b) any data files and content stored by You in Your Account and otherwise on the LEADING EDGE PROVIDER servers and (c) any violation of this Agreement by You.

#### **16. NO OBLIGATION**

LEADING EDGE PROVIDER, INC. is under no obligation to develop, maintain or market the Software. Future versions of the Software, if any, may not be compatible with the current release of the Software.

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## 20. TERMINATION

Either you or LEADING EDGE PROVIDER may terminate this Agreement with or without cause at any time by giving notice of such termination to the other in the manner described in paragraph 22 below. Further, if LEADING EDGE PROVIDER believes that You have violated Your obligations under this Agreement, LEADING EDGE PROVIDER may, at its option and in addition to its other remedies, immediately and without notice, suspend Your Account, remove and destroy data and files stored by You on LEADING EDGE PROVIDER's servers and/or terminate this Agreement. LEADING EDGE PROVIDER will not be liable to You or any third party for any suspension or termination of Your Account or the Service. Should You object to any terms and conditions of this Agreement or any subsequent modifications thereto or become dissatisfied with the Service in any way, Your only recourse is to immediately: (a) discontinue use of the Service; (b) terminate this Agreement; and (c) notify LEADING EDGE PROVIDER of such termination. Upon any termination of this Agreement, You will cease use of the Service and, within five (5) days after the effective date of such termination, remove all of Your stored data files from the LEADING EDGE PROVIDER servers. LEADING EDGE PROVIDER may destroy any of Your stored data files that are not removed from LEADING EDGE PROVIDER's servers within such five (5)-day period. Paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of this Agreement (and any other provision that can be reasonably construed to survive termination) will survive termination of this Agreement.

## 21. NOTICES

Any notice under this Agreement given by LEADING EDGE PROVIDER to You will be deemed to be properly given if sent by email to Your email address as set forth in the Registration Information, or by a startup screen that starts before Your next use of the Service or by written communication mailed by first class US mail to Your address on record in the Registration Information or by a display about the changed information in the agreement on the index page if the change is generic. It is important that you maintain a correct working email ID and update it if necessary to be able to receive LEADING EDGE PROVIDER's communication. Any notice under this Agreement given by You to LEADING EDGE PROVIDER will be deemed to be properly given if received by email sent to [support@leadingedgeprovider.com](mailto:support@leadingedgeprovider.com).

## 22. SEVERABILITY

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable under applicable law to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

## 23. MODIFICATIONS TO THIS AGREEMENT

The terms and conditions of this Agreement may be changed by LEADING EDGE PROVIDER from time to time. Upon any such change, LEADING EDGE PROVIDER will notify You of such change in accordance with paragraph 22 above (“Severability”) and post an updated version of this Agreement on the LEADING EDGE PROVIDER’s ONLINE BACKUP MANAGER website located at [www.leadingedgeprovider.com](http://www.leadingedgeprovider.com). Your use of any Services after such notification will constitute Your acceptance of such changed terms and conditions.

## 24. MISCELLANEOUS

Your right to use the Service is personal to You, and You will not assign any of Your rights, obligations or interest in this Agreement or Your Account. Without limiting the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. LEADING EDGE PROVIDER’s failure to insist upon or enforce strict performance of any provision or right of this Agreement will not be construed as a waiver of any provision or right. This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws rules. The provisions of the U.N. Convention on Contracts for the International Sale of Goods and any successor treaties will not apply. You consent to the venue and exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, U.S.A., with regard to any claim arising under or otherwise occurring by reason of this Agreement or Your use of the Service or Your Account. You will commence any claim or cause of action arising under or otherwise occurring by reason of this Agreement within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements.