



## Rubrik Air Backup & Archive

Prepared for: Denise Lawrence - Tooele  
 County  
 Expires: 30 Days from delivery

### Proposal

Product	Qty	Setup Fee	Price	Discount	Total
<b>Enterprise Backup: Rubrik Air Virtual Server</b> Term: 12 mos Setup Fee: \$0.00 x 3 Rubrik Front-End Usage: <i>Rubrik Air Replication, 1TB included, \$200/TB overage</i>	3	\$0.00	\$200.00	0%	\$600.00
<b>Enterprise Backup: Rubrik Archive</b> Term: 12 mos Setup Fee: \$0.00 x 47 Rubrik Archive Data: <i>20 per TB</i>	47	\$0.00	\$20.00	0%	\$940.00
<b>Recurring Services Total:</b>					\$1540.00
<b>Setup Fees:</b>					\$0.00
<b>Sub Total:</b>					\$1540.00
<b>Tax (0%):</b>					\$0.00
<b>Grand Total:</b>					\$1540.00

### Special Terms

Recurring Service Fees: \$1,540.00 per month.

To sign-up for this offer, please click the link below:

<https://customer.trins.io/proposals?token=dd86ec41e81a7c43c5d397456bd8c62e>

Thank You!

### Enterprise Backup Rubrik Air Virtual Server (v2) Service Agreement

This document defines a SERVICES AGREEMENT or contract between Trinsio (Fibernet Corp. as the parent company) at 1155 S 800 E, Orem, UT 84097, USA, 385-283-1810 (hereinafter referred to as "Trinsio"), and the entity using or purchasing services provided by Trinsio, herein after referred to as CUSTOMER for the indicated services and is subject to the following Terms and Conditions.

**SERVICES.** Trinsio shall provide CUSTOMER with the services indicated on this Services Agreement in consideration for CUSTOMER's "PAYMENT OF FEES."

**SERVICE FEES, INSTALLATION FEES and SET-UP FEES.** SERVICE FEES, INSTALLATION and SET-UP FEES are paid in consideration for the CUSTOMER's use of Trinsio's Services indicated and **do not** include any unspecified services.

**EFFECTIVE DATE.** The EFFECTIVE DATE of this Services Agreement shall be deemed the latter of the following: (a) the date Trinsio substantially completes the set-up, activation, or creation of the CUSTOMER's service, or (b) the date the service

is ordered. The date the CUSTOMER first utilizes the service, the date the CUSTOMER signs this Services Agreement, or whether or not the CUSTOMER ever uses the service shall have no bearing or effect on the EFFECTIVE DATE.

**TERM.** The TERM of the AGREEMENT is defined above plus any partial calendar month and commences as of the EFFECTIVE DATE. If no TERM is specified, then the contract will be considered to have a month-to-month TERM plus any partial calendar month. If no NOTICE of cancellation is given, upon the fulfillment of a TERM, the Agreement will automatically renew with either a month-to-month TERM if the SERVICE FEES are paid monthly, a three month TERM if the SERVICE FEES are paid quarterly, a six month TERM if the SERVICE FEES are paid semi-annually, or a twelve month TERM if the SERVICE FEES are paid annually.

**BILLING PERIOD.** CUSTOMER shall pay all fees according to the period and pricing model specified above. For example, if the fees are quoted as Monthly Fees or per month then the BILLING PERIOD shall be considered monthly, if the fees are quoted as Annual Fees or per year then the BILLING PERIOD shall be considered annual, and so forth.

**PAYMENT OF FEES.** CUSTOMER agrees to pay all INSTALLATION and SET-UP FEES to Trinsio. CUSTOMER shall pay all SERVICE FEES to Trinsio in advance of the BILLING PERIOD on or before the first day of each BILLING PERIOD, before the close of business, during the TERM. All payments received after the first are subject to finance charges and administration fees and accounts may be, at Trinsio's sole discretion, inactivated until payment is received. CUSTOMER authorizes Trinsio to receive payments via the indicated monthly payment mode including without limitation the charging of the CUSTOMER's credit card or other electronic means.

**CHANGE / INTERRUPTION / SUSPENSION / TERMINATION OF SERVICES.** You are liable for all unpaid amounts due on your account, even if your Services are terminated or cancelled partway through a billing cycle. Trinsio may charge you interest on unpaid balances at the rate of 1.5% per month or the maximum rate allowed by law. Trinsio may use a third-party service to collect unpaid amounts and may charge you attorneys, collection, or other reasonable fees incurred to collect unpaid balances. (a) Following the completion of the TERM, CUSTOMER may terminate this Service Agreement without penalty, upon providing Trinsio with a 30-day written NOTICE of termination. (b) Trinsio may interrupt, suspend, or terminate CUSTOMER's Services if CUSTOMER breaches any term or condition of this Services Agreement. Trinsio will provide at least 5-day NOTICE of its intent to interrupt, suspend, or terminate CUSTOMER's Services unless by cause of force majeure or Trinsio believes, at Trinsio's sole discretion, such action must be taken sooner to prevent damage to Trinsio, its other customers, or affiliates.

**COROLLARY SERVICES.** Unless specifically written-in hereunder as a "SPECIAL TERMS/CONDITIONS/NOTES," corollary services such as technical support services, training services, and marketing services are not included in this Services Agreement. These corollary services may be provided by Trinsio to its CUSTOMER under contracts and for fees separate from this Services Agreement.

**LISTS / UNSOLICITED ELECTRONIC MAIL.** Use of email lists for unsolicited electronic mail or other mass electronic mailings is strictly prohibited. Trinsio reserves the right to deactivate the CUSTOMER's account(s) upon an indication of such activity. CUSTOMER hereby agrees to indemnify and hold harmless Trinsio from any claim resulting from the CUSTOMER's or another party's use of electronic mail service(s) on the CUSTOMER's account(s).

**INTERNET PRIVACY & CONFIDENTIALITY.** CUSTOMER agrees to take whatever electronic or physical security measures necessary in order to preserve the sensitivity or confidentiality of information submitted via the Internet, stored within Trinsio facilities or accessible to services provided by Trinsio .

**ILLEGAL / UNETHICAL / PORNOGRAPHIC USE.** CUSTOMER shall use Trinsio 's Internet Services and the Internet in a manner wholly consistent with all applicable governing laws, rules, and regulations. CUSTOMER hereby agrees that the CUSTOMER's use of Trinsio 's Internet Services will not promote, send, view, or store: pornography; obscenity; nudity; violations of privacy, copyrights, trademarks, and property; computer viruses; or anything harassing and harmful. Trinsio reserves the right to deactivate or delete without notice any Internet Services in violation of this paragraph. CUSTOMER hereby agrees to indemnify and hold harmless Trinsio from any liability resulting from the CUSTOMER's use or abuse of Trinsio 's Internet Services.

**DISPUTE RESOLUTION.** In the event it becomes necessary, to pursue collections, to refer any dispute to an attorney, or to resolve a dispute in a court of law, the prevailing party will be entitled to an award of any and all collections fees, reasonable attorney's fees and costs associated with any action regardless of whether or not a suit shall actually be filed. Customer agrees to pursue legal action only in Utah County, Utah, USA.

**NOTICES.** All notices to Trinsio must be given in writing. Please refer to the Trinsio website (<http://www.trins.io>) for additional information regarding billing and support issues. Notices regarding this SERVICES AGREEMENT should be directed to: Trinsio (Fibernet Corp. as the parent company), 1155 S 800 E, Orem, UT 84097, USA, FAX .

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**ELECTRONIC AND PHYSICAL ACCESS.** All CUSTOMER access will be via electronic means only. CUSTOMER acknowledges that they will have NO physical access to any device, server, or appliance associated with this service.

**MODIFICATION, CHANGES, UPGRADES.** CUSTOMER acknowledges that Trinsio may, at any time and without notice, change, modify, or enhance CUSTOMER'S platform. It may be necessary for maintenance repair or otherwise to modify CUSTOMER'S platform. Any change will be to a similar or enhanced configuration.

**FIREWALL, SECURITY, FILTERING.** CUSTOMER acknowledges that, unless specified, Trinsio does not include, provide, maintain or otherwise deliver any security device or service with this product or service including, but not limited to: Firewalls, Security Appliances, Intrusion Detection Device, Intrusion Prevention Devices, and any Network Filtering Device.

**PRIVACY & CONFIDENTIALITY.** Due to the public nature of the Internet, all information should be considered publicly accessible and important or private information should be treated carefully. Trinsio is not liable for protection or privacy of

electronic mail or other information including but not limited to credit card numbers submitted on the Internet.

**DISCLAIMERS.** Access to the Internet via Trinsio's local-area connection-service facility is only one of several crucial factors requisite for CUSTOMER's successful utilization of the Internet. Trinsio cannot control, is not responsible for, and shall not be liable to CUSTOMER for any damages or losses due to: (a)CUSTOMER's inability to properly use Trinsio's access service, or, use of or inability to use the Internet; (b)inadequacies or failures of CUSTOMER's hardware or software, or CUSTOMER's inability to use or improper use of the same; (c)interruptions, failures or other problems CUSTOMER may experience with telecommunication services, or public utility services; or (d)content, inaccuracy, quality, type or volume of information data obtained from the Internet through Trinsio's service. Trinsio disclaims any warranty of merchantability or fitness for a particular purpose. Trinsio shall not be liable to CUSTOMER for failure to provide CUSTOMER with access to the Internet, when Trinsio is prevented from doing so, in whole or in part, by reason of an act of God, weather condition, labor dispute, court order, acts of government authorities, or other cause beyond Trinsio's reasonable control. Trinsio and its suppliers exercise no control whatsoever over the content of the information passing through their systems. By its very nature, the Internet contains offensive or harmful material, in some cases under descriptions that have been mislabeled or are otherwise deceptive. We expect that you will use caution and common sense in using the Internet. Trinsio AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Use of any information obtained via the service is at your own risk. Trinsio and its suppliers specifically deny any responsibility for the accuracy or quality of information obtained through their services. Trinsio and its suppliers also do not guarantee continuous, uninterrupted or secure access to the Internet or to your home account. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from jurisdiction to jurisdiction. IN NO EVENT SHALL Trinsio OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you. You shall not use the services to take any actions or make any statements that: (a) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violate any applicable law, statute, ordinance or regulation (including without limitation those regarding export control); (c) are defamatory, trade libelous or unlawfully threatening; (d) are pornographic or obscene; (e) violate any laws regarding unfair competition, antidiscrimination or false advertising, or (f) result in the distribution of viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines. You may not use the services to distribute any bulk unsolicited e-mails or otherwise cause an excessive or disproportionate load on Trinsio or its suppliers infrastructure. You may not transfer or share your account with anyone. You may not disclose your password to any third parties. Although privacy issues are very important to Trinsio and its suppliers, given the current regulatory and technical environment you should not have an expectation of privacy in your online activities.

**NO LIABILITY FOR Trinsio.** CUSTOMER understands and agrees that Trinsio shall not be held liable for any reason if CUSTOMER has a breach or loss of security caused by any of the following including, but not limited to, as a result of or after Trinsio's installation of security equipment, as a result of or after security maintenance performed, or as a result of a lack of security maintenance performed. CUSTOMER agrees to indemnify and hold harmless Trinsio for any damages or liability that may result from said breach or loss of security.

**CUSTOMER RESPONSIBILITIES.** Trinsio is not responsible for any damages arising from CUSTOMER's use of Trinsio's Internet Services or by CUSTOMER's inability to use the Hosting services for any reason. In addition, Trinsio is not responsible for CUSTOMER's files residing on Trinsio servers. CUSTOMER acknowledges its sole responsibility for CUSTOMER's independent backup of data stored on Trinsio equipment and agrees to indemnify and hold harmless Trinsio for any losses or liability resulting from the loss of such data regardless of which party is at fault.

## **RUBRIK REPLICATION -- CONSUMPTION BASED SERVICE**

This service is utilized and billed on a consumption model. All data that is stored or replicated is billed based upon the maximum usage in any calendar-month period. Trinsio does not limit or impose quotas or storage limits of any kind. Customer is responsible to manage the quantity of storage used for this service. Customer data usage is measured as the logical size of the source data.

## **SERVICE AVAILABILITY**

**Trinsio will use commercially reasonable efforts to provide the following Service Availability to Backup Client Data, measured on a calendar-month basis (each, a "Goal").**

- Network Availability: 99.99%
- Backup Host Availability: 99.99%

Trinsio does not make a representation or warranty as to Service Availability for Backup Client Data that is not stored or managed by Trinsio under a Trinsio management plan, or hosted in a Trinsio data center.

### **"Service Availability" means:**

- With respect to "Network Availability", the Monthly Uptime Percentage excluding Scheduled Maintenance during any calendar month
- With respect to "Backup Availability", the functioning of all Backup servers during any calendar month.

## **EXCLUSIONS**

Loss of Service Availability caused by any of the following (each, an "Exclusion") will be excluded from Service Availability calculations: (i) issues beyond Trinsio's reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Client's portion of the network, IP transit provider issues, SYN attacks, and other similar events or any Force Majeure event, or (ii) other issues addressed herein.

The Customer is responsible for integrity of Data targeted for backup by Trinsio. Trinsio backs up data "as is, where is" and will restore data in the same format in which it is backed up. (Example: corrupted data will get backed up and restored in the same

state. Backups are performed to allow customers to restore data to a "good" state, but assume that customer's data was in a "good" state when originally backed up.)

## **TECHNICAL SUPPORT**

Trinsio will use commercially reasonable efforts to assist Client, through Client's authorized contacts, with setting up and configuring the Services, having access to the Services and other issues related to the Services. We may rely on contacts authorized by Client in writing in providing information, changes or technical support pursuant to the Agreement and are not required to respond to requests from others.

## **CUSTOM CONFIGURATION**

Requests for modification to the standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at Trinsio's sole discretion. Trinsio does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures that result from non-standard configurations.

## **MAINTENANCE**

### **Scheduled Maintenance**

In order to maintain performance, Trinsio performs Scheduled Maintenance within its standard maintenance windows. This may require that specific Services be suspended during the maintenance period. Loss of Service Availability due to Scheduled Maintenance is not deducted in calculating Service Availability. Trinsio will use commercially reasonable efforts to notify Client in advance of any Scheduled Maintenance that may adversely affect Client's use of the Services.

### **Emergency Maintenance**

Trinsio may need to perform emergency maintenance, including security patch installation and hardware replacement. Trinsio will not be able to provide Client with advance notice of emergency maintenance. Loss of Service Availability due to emergency maintenance is not deducted in calculating Service Availability.

### **Software Updates**

Customer will have 90 days of support provided by the Company from the Demo Period start date. This period is for Customer to provide all requested technical information and action such as firewall configurations, and open ports, to complete backups and replication to the Trinsio cloud. In the event that backups and replication have not been complete, Customer will incur a \$250/month support fee until backup and replication is complete. Both Company and Customer will put forth their best efforts to finalize set up and replication in a timely manner.

Software updates are required periodically for maximum functionality of your Trinsio managed appliance. Company will notify Customer of updates to be installed. Company will provide a 30 day support period to work with Customer to complete updates. Customer will exercise diligence in working with Company to complete the updates within the 30 day support period. Thereafter Customer will incur a \$250/month support fee until updates are installed. Both Company and Customer will put forth their best efforts to install updates in a timely manner.

## **COMPATIBILITY**

Trinsio does not guarantee compatibility of the Services with any specific customer configuration of hardware or software. Client is encouraged to discuss any technical and compatibility issues with our technical support personnel.

**DATA BACK-UP, ELECTRONIC/FIREWALL SECURITY, POWER LINE/ NETWORK FLUCTUATIONS & OUTAGES AND MONITORING.** Unless specified by written AGREEMENT, CUSTOMER is solely responsible for adequate and proper off site data archiving and on site system maintenance; electronic or Firewall security measures necessary to protect CUSTOMER data, intellectual property, trade secrets or any other form of information stored on its equipment; for adequate and proper power line and network surge suppression and conditioning to protect CUSTOMER's hardware and data, and for any electronic monitoring that may notify CUSTOMER or Trinsio of critical events.

**ATTACHMENTS, AMENDMENTS, MASTER SERVICE AGREEMENT (MSA) and ACCEPTABLE USE POLICY (AUP).** Trinsio and CUSTOMER are bound to attachments to this Internet Services Agreement. CUSTOMER acknowledges that Trinsio policies may change from time to time and CUSTOMER hereby agrees to abide by these changes and be liable for such changes as reported at <http://www.trins.io/policies> or in Trinsio's MSA and AUP. The CUSTOMER's continued use of Trinsio's services after such changes shall constitute CUSTOMER's acceptance of the modification to this Services Agreement.

**THE INDIVIDUAL SIGNING THIS SERVICES AGREEMENT, ACKNOWLEDGES THAT HE/SHE IS AT LEAST EIGHTEEN YEARS OLD, HAS READ ALL PAGES OF AND ATTACHMENTS TO THIS AGREEMENT, UNDERSTANDS IT, AND, EITHER A) AGREES TO BE PERSONALLY BOUND BY ALL ITS TERMS AND CONDITIONS AS AN INDIVIDUAL OR B) AFFIRMS THAT HE/SHE HAS FULL POWER AND AUTHORITY TO REPRESENT AND OBLIGATE THE CUSTOMER IF IT IS A BUSINESS ENTITY. THE INDIVIDUAL OR SIGNOR FURTHER AGREES THAT THIS SERVICES AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE CUSTOMER AND Trinsio WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT AND ALL OTHER COMMUNICATIONS BETWEEN THE CUSTOMER AND Trinsio, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**

## **Enterprise Backup Rubrik Archive Service Agreement**

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**TERM.** The TERM of the AGREEMENT is defined above plus any partial calendar month and commences as of the EFFECTIVE DATE. If no TERM is specified, then the contract will be considered to have a month-to-month TERM plus any partial calendar month. If no NOTICE of cancellation is given, upon the fulfillment of a TERM, the Agreement will automatically renew with either a month-to-month TERM if the SERVICE FEES are paid monthly, a three month TERM if the SERVICE FEES are paid quarterly, a six month TERM if the SERVICE FEES are paid semi-annually, or a twelve month TERM if the SERVICE FEES are paid annually.

**BILLING PERIOD.** CUSTOMER shall pay all fees according to the period and pricing model specified above. For example, if the fees are quoted as Monthly Fees or per month then the BILLING PERIOD shall be considered monthly, if the fees are quoted as Annual Fees or per year then the BILLING PERIOD shall be considered annual, and so forth.

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**NO LIABILITY FOR Trinsio.** CUSTOMER understands and agrees that Trinsio shall not be held liable for any reason if CUSTOMER has a breach or loss of security caused by any of the following including, but not limited to, as a result of or after Trinsio's installation of security equipment, as a result of or after security maintenance performed, or as a result of a lack of security maintenance performed. CUSTOMER agrees to indemnify and hold harmless Trinsio for any damages or liability that may result from said breach or loss of security.

**CUSTOMER RESPONSIBILITIES.** Trinsio is not responsible for any damages arising from CUSTOMER's use of Trinsio's Internet Services or by CUSTOMER's inability to use the Hosting services for any reason. In addition, Trinsio is not responsible for CUSTOMER's files residing on Trinsio servers. CUSTOMER acknowledges its sole responsibility for CUSTOMER's independent backup of data stored on Trinsio equipment and agrees to indemnify and hold harmless Trinsio for any losses or liability resulting from the loss of such data regardless of which party is at fault.

## **RUBRIK REPLICATION -- CONSUMPTION BASED SERVICE**

This service is utilized and billed on a consumption model. All data that is stored or replicated is billed based upon the maximum usage in any calendar-month period. Trinsio does not limit or impose quotas or storage limits of any kind. Customer is responsible to manage the quantity of storage used for this service. Customer data usage is measured as the logical size of the source data.

## **SERVICE AVAILABILITY**

**Trinsio will use commercially reasonable efforts to provide the following Service Availability to Backup Client Data, measured on a calendar-month basis (each, a "Goal").**

- Network Availability: 99.99%
- Backup Host Availability: 99.99%

Trinsio does not make a representation or warranty as to Service Availability for Backup Client Data that is not stored or managed by Trinsio under a Trinsio management plan, or hosted in a Trinsio data center.

### **"Service Availability" means:**

- With respect to "Network Availability", the Monthly Uptime Percentage excluding Scheduled Maintenance during any calendar month
- With respect to "Backup Availability", the functioning of all Backup servers during any calendar month.

## **EXCLUSIONS**

Loss of Service Availability caused by any of the following (each, an "Exclusion") will be excluded from Service Availability calculations: (i) issues beyond Trinsio's reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Client's portion of the network, IP transit provider issues, SYN attacks, and other similar events or any Force Majeure event, or (ii) other issues addressed herein.

The Customer is responsible for integrity of Data targeted for backup by Trinsio. Trinsio backs up data "as is, where is" and will restore data in the same format in which it is backed up. (Example: corrupted data will get backed up and restored in the same state. Backups are performed to allow customers to restore data to a "good" state, but assume that customer's data was in a "good" state when originally backed up.)

## **TECHNICAL SUPPORT**

Trinsio will use commercially reasonable efforts to assist Client, through Client's authorized contacts, with setting up and configuring the Services, having access to the Services and other issues related to the Services. We may rely on contacts authorized by Client in writing in providing information, changes or technical support pursuant to the Agreement and are not required to respond to requests from others.

## **CUSTOM CONFIGURATION**

Requests for modification to the standard configuration of the Services will be considered on a case-by-case basis. Approval of such modifications will be at Trinsio's sole discretion. Trinsio does not guarantee any particular result from non-standard configurations nor can it be held liable in any way for Service performance changes or failures that result from non-standard configurations.

## **MAINTENANCE**

### **Scheduled Maintenance**

In order to maintain performance, Trinsio performs Scheduled Maintenance within its standard maintenance windows. This may require that specific Services be suspended during the maintenance period. Loss of Service Availability due to Scheduled Maintenance is not deducted in calculating Service Availability. Trinsio will use commercially reasonable efforts to notify Client in advance of any Scheduled Maintenance that may adversely affect Client's use of the Services.

### **Emergency Maintenance**

Trinsio may need to perform emergency maintenance, including security patch installation and hardware replacement. Trinsio will not be able to provide Client with advance notice of emergency maintenance. Loss of Service Availability due to emergency maintenance is not deducted in calculating Service Availability.

### **Software Updates**

Customer will have 90 days of support provided by the Company from the Demo Period start date. This period is for Customer to provide all requested technical information and action such as firewall configurations, and open ports, to complete backups and replication to the Trinsio cloud. In the event that backups and replication have not been complete, Customer will incur a \$250/month support fee until backup and replication is complete. Both Company and Customer will put forth their best efforts to finalize set up and replication in a timely manner.

Software updates are required periodically for maximum functionality of your Trinsio managed appliance. Company will notify Customer of updates to be installed. Company will provide a 30 day support period to work with Customer to complete updates. Customer will exercise diligence in working with Company to complete the updates within the 30 day support period. Thereafter Customer will incur a \$250/month support fee until updates are installed. Both Company and Customer will put forth their best efforts to install updates in a timely manner.

## **COMPATIBILITY**

Trinsio does not guarantee compatibility of the Services with any specific customer configuration of hardware or software. Client is encouraged to discuss any technical and compatibility issues with our technical support personnel.

**DATA BACK-UP, ELECTRONIC/FIREWALL SECURITY, POWER LINE/ NETWORK FLUCTUATIONS & OUTAGES AND MONITORING.** Unless specified by written AGREEMENT, CUSTOMER is solely responsible for adequate and proper off site data archiving and on site system maintenance; electronic or Firewall security measures necessary to protect CUSTOMER data, intellectual property, trade secrets or any other form of information stored on its equipment; for adequate and proper power line and network surge suppression and conditioning to protect CUSTOMER's hardware and data, and for any electronic monitoring that may notify CUSTOMER or Trinsio of critical events.

**ATTACHMENTS, AMENDMENTS, MASTER SERVICE AGREEMENT (MSA) and ACCEPTABLE USE POLICY (AUP).** Trinsio and CUSTOMER are bound to attachments to this Internet Services Agreement. CUSTOMER acknowledges that Trinsio policies may change from time to time and CUSTOMER hereby agrees to abide by these changes and be liable for such changes as reported at <http://www.trins.io/policies> or in Trinsio's MSA and AUP. The CUSTOMER's continued use of Trinsio's services after such changes shall constitute CUSTOMER's acceptance of the modification to this Services Agreement.

**THE INDIVIDUAL SIGNING THIS SERVICES AGREEMENT, ACKNOWLEDGES THAT HE/SHE IS AT LEAST EIGHTEEN YEARS OLD, HAS READ ALL PAGES OF AND ATTACHMENTS TO THIS AGREEMENT, UNDERSTANDS IT, AND, EITHER A) AGREES TO BE PERSONALLY BOUND BY ALL ITS TERMS AND CONDITIONS AS AN INDIVIDUAL OR B) AFFIRMS THAT HE/SHE HAS FULL POWER AND AUTHORITY TO REPRESENT AND OBLIGATE THE CUSTOMER IF IT IS A BUSINESS ENTITY. THE INDIVIDUAL OR SIGNOR FURTHER AGREES THAT THIS SERVICES AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE CUSTOMER AND Trinsio WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT AND ALL OTHER COMMUNICATIONS BETWEEN**

THE CUSTOMER AND Trinsio, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.