

End User License Agreement – South Jersey CrashPlan: Managed Backup Solutions

Last Updated 4/14/2011

We appreciate your selection of South Jersey CrashPlan, the premier online/offsite backup service offered by The Byte Shop, LLC. You and the protection of your information and data are extremely important to us. This agreement states both your and our obligations as the customer and the provider of the products and services you have purchased.

Protecting your digital data and information with backup technology is vitally important. Our software and services are designed to ensure that your files are backed up continually and to alert you by e-mail if they have not been backed up recently. It is your responsibility to maintain a current, updated e-mail address in your online backup account and monitor messages sent to that address so that our software or we may alert you regarding your services and products.

We will provide guidance for proper file selection during the initial install but following this initial install, you need to take care to include new and changed folders and files within the selection of folders and files to be backed up by our products and services. New folders and files will be automatically included if they are created within a folders already selected for backup. You need to use our easy selection screen to select any new folders/files created outside of folders already selected for backup.

We will provide on-site assistance if possible for the initial installation of the software, provide instructions for how to backup and restore your files but it is your responsibility to ensure that the products are working properly and that you have selected all of your important folders and files. It is your obligation to periodically test your backups by restoring some files to confirm that your backups are working properly.

The South Jersey CrashPlan service is not intended to be your one and only backup solution. While our software and services are designed to be extremely reliable and are thoroughly tested, you should consider the use of two or more independent and compatible backup systems to protect your valuable digital data and information. The protection of your files is our top priority, but we are not responsible for lost files and consequences as described more fully below. You may be assured, however, that all of your backed up files are 100% encrypted using the 448-bit blowfish encryption algorithm – one of the strongest methods available in the industry. In addition, our software and services are designed to notify you if for any reason your files have not been backed up for more than one day.

It is your responsibility to safeguard your passwords. If a password is forgotten, it may be necessary to backup all your files again and the history of previously deleted files and previous file changes may be lost. Please take care to write down your passwords and store them securely both onsite and offsite.

We partner with Code 42 Software, Inc. ("Code 42"), a company that provides the software that powers our South Jersey CrashPlan service. We provide service, documentation and support to you while Code 42 develops the CrashPlan Pro software responsible for performing the act of backing up your data. All of your files selected for backup are protected from disclosure by ultra-strong encryption at all times during transfer to and from storage and during storage on the secure servers.

Our backup software and services work silently and automatically, placing no noticeable burden on your computers or Internet connection after the first full backup. While our system works reliably and requires little effort on your part, it is still important to spot check your backups by periodically restoring some files to confirm that you can do so if you need to and to confirm that the backup system is working properly.

1. ACCEPTANCE AND USE

You accept this end user license agreement and the Code 42 End User License Agreement

(http://support.crashplanpro.com/doku.php/crashplan_end_user_license_agreement) if you: Download, install, activate, or use CrashPlan Pro software or Data Hosting Services; or Click the "I accept" button associated with the Code 42 End User License Agreement and/or this end user license agreement.

This End User License Agreement ("Agreement") is a legal agreement between you, the customer, and The Byte Shop, LLC, a NJ company ("The Byte Shop") regarding the purchase, use, and installation of the South Jersey CrashPlan service and CrashPlan Pro Software and/or Data Hosting Services (hereinafter collectively the "South Jersey CrashPlan Service"). In this Agreement, "you" and "your" refer to you, the customer, and your agents, and "we", "us" and "our" refer collectively to The Byte Shop.

THE BYTE SHOP IS WILLING TO ALLOW THE SALE AND USE OF THE SOUTH JERSEY CRASHPLAN SERVICE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. BY ACCEPTING THIS AGREEMENT YOU ARE BINDING YOURSELF TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN THE BYTE SHOP IS UNWILLING TO ALLOW THE SALE AND USE OF THE SOUTH JERSEY CRASHPLAN SERVICE TO YOU AND YOU MUST (A) NOT DOWNLOAD, INSTALL, ACTIVATE, OR USE THE CRASHPLAN PRO SOFTWARE OR DATA HOSTING SERVICES, AND (B) YOU MAY RETURN THE CRASHPLAN PRO SOFTWARE FOR A FULL REFUND OF ITS PURCHASE PRICE. YOUR RIGHT TO RETURN AND A REFUND FOR THE CRASHPLAN PRO SOFTWARE EXPIRES 60 DAYS AFTER ITS PURCHASE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

ANY PURCHASE OR USE OF THE SOUTH JERSEY CRASHPLAN SERVICE WITHOUT AGREEING TO THE TERMS OF THIS AGREEMENT IS STRICTLY PROHIBITED.

The Byte Shop makes no representations that the South Jersey CrashPlan service is appropriate for use in other locations outside of the United States. If you use the South Jersey CrashPlan service in or from other locations you are responsible for compliance with applicable laws.

2. DESCRIPTION OF SOUTH JERSEY CRASHPLAN SERVICE

Throughout this Agreement, the following descriptions shall apply. More detailed information regarding these South Jersey CrashPlan service can be found at <http://www.sjcrashplan.com>.

"South Jersey CrashPlan" service includes CrashPlan Pro, Data Hosting Services, and other software and services offered by The Byte Shop to provide the on-site and online/offsite backup services.

"CrashPlan Pro" is the CrashPlan software program developed by Code 42 that allows you to backup your data in real-time (i.e. backups that occur multiple times a day) using South Jersey CrashPlan's Data Hosting Services and/or other storage devices that: 1) are running any form of the CrashPlan Pro Software; 2) have given you permission to backup to that device; and 3) are in a functional state and condition appropriate for receiving and storing your data (e.g., powered on, connected to the Internet, containing appropriate storage space, etc.). CrashPlan Pro also allows for the storage of multiple versions of data without overwriting previous backups of that data.

"Data Hosting Services" are the storage and encrypted transfer of ultra-securely encrypted electronic files, folders and their metadata including version, date and size information, and the customer's contact information, and data specifying the configuration options for the customer's South Jersey CrashPlan service, all of which are transferred between your computers running CrashPlan Pro software and secure servers that are protected, managed and maintained by The Byte Shop or its contractors.

3. GRANT OF LICENSE

Unless otherwise noted in this Agreement, and to the full extent allowed under any applicable laws, all terms and conditions of this Agreement apply to purchases and use of the South Jersey CrashPlan service, whether CrashPlan Pro Software or Data Hosting Services or otherwise.

a. Conditioned upon compliance with the terms and conditions of this Agreement including the purchase of the South Jersey CrashPlan service, The Byte Shop grants to you a nonexclusive and nontransferable license to use the South Jersey CrashPlan service that you have purchased and their related Documentation.

b. You may only use each single copy of CrashPlan Pro Software you purchase on one computer or workstation at a time; however, you are allowed to transfer each purchased CrashPlan Pro Software copy from one computer to another, single computer so long as you do not abuse this privilege (e.g., repeated transfers of the CrashPlan Pro Software for the purpose of backing up multiple

computers without the purchase of multiple licenses). What actions constitute an abuse is the sole discretion of The Byte Shop. "Documentation" as used in this Agreement means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) specifically pertaining to the South Jersey CrashPlan service and made available by The Byte Shop in any manner including on downloads or on-line.

c. **TITLE AND LIMITATIONS.** This is a license, not a transfer of title, to the CrashPlan Pro Software and Documentation. The Byte Shop retains ownership of all copies of the CrashPlan Pro Software and Documentation. You are granted no implied licenses to any other intellectual property rights other than as specifically granted herein. You acknowledge that the South Jersey CrashPlan service and Documentation contain trade secrets of The Byte Shop, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information. Accordingly, except as otherwise expressly provided under this Agreement, you shall have no right, and you specifically agree not to:

- i. Transfer, assign or sublicense its license rights to another person or entity and you acknowledge that any attempted transfer, assignment, sublicense or use shall be void;
- ii. Make error corrections to, or otherwise modify or adapt, the South Jersey CrashPlan service or to create derivative works based upon the South Jersey CrashPlan service, or permit third parties to do the same;
- iii. Reverse engineer or decompile, decrypt, disassemble or otherwise reduce the South Jersey CrashPlan service to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- iv. Use or permit the South Jersey CrashPlan service to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of The Byte Shop;
- v. Disclose, provide, or otherwise make available trade secrets contained within the South Jersey CrashPlan service and Documentation in any form, to any third party without the prior written consent of The Byte Shop. You shall implement reasonable security measures to protect such trade secrets; or
- vi. Use the South Jersey CrashPlan service to develop any software application intended for resale which employs the South Jersey CrashPlan service.

d. **SOFTWARE, UPGRADES, AND ADDITIONAL COPIES.** For purposes of this Agreement, "Software" shall include (and the terms and conditions of this Agreement shall apply to) the South Jersey CrashPlan service and any upgrades, updates, bug fixes or modified versions thereto (collectively, "Upgrades") or backup copies of the South Jersey CrashPlan service licensed or provided to you by The Byte Shop. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (1) YOU HAVE NO LICENSE OR RIGHT TO USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS YOU, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLD A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAVE PAID THE APPLICABLE FEE FOR THE UPGRADE OR ADDITIONAL COPIES; AND (2) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.**

4. ACCESS TO SOUTH JERSEY CRASHPLAN SERVICE

In order to use South Jersey CrashPlan service, you must provide all equipment and software necessary that are not a part of the South Jersey CrashPlan service, including, but not limited to, a computer that is in working order running an operating system compatible with South Jersey CrashPlan and that is suitable for use in connection with South Jersey CrashPlan. You are responsible for ensuring that your equipment and/or software do not disturb or interfere with South Jersey CrashPlan's operations or the operations of other users of the South Jersey CrashPlan service. If any upgrade or modification to South Jersey CrashPlan requires changes in your equipment or software, you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance South Jersey CrashPlan, including the release of new products and services, shall be subject to the terms and conditions of this Agreement.

5. INVOICING AND PAYMENT

a. **PRICING INFORMATION.** Pricing information for South Jersey CrashPlan is provided at <http://www.sjcrashplan.com>.

b. **INVOICING AND PAYMENT TERMS FOR DATA HOSTING SERVICES.** Payment amounts are based upon your usage of the Data Hosting Service during a 30 day period and on the published pricing for South Jersey CrashPlan. You will be invoiced and required to pay when due. Invoices may cover more than one 30 day period, each of which will be charged for the usage during that period. Actual usage is measured by the total size of the files protected at the time of billing. Pre-paid amounts are not refundable except where explicitly stated in this Agreement. Payment of all invoices are due thirty (30) days from the date of the invoice. **BY ACCEPTING THIS AGREEMENT AND USING DATA HOSTING SERVICES, YOU EXPRESSLY AUTHORIZE THE BYTE SHOP TO BILL AND COLLECT PAYMENT FROM YOU BY ANY PAYMENT METHOD YOU REGISTER INCLUDING, BUT NOT LIMITED TO, MANUAL INVOICE, YOUR CREDIT CARD, BANK ACCOUNT, OR ONLINE PAYMENT SYSTEM SUCH AS PAYPAL.** Any amount not paid when due will accrue a finance charge at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is less, until fully paid.

c. **FAILURE TO PAY ON TIME.** In addition to the above finance charge, in the event that you fail to pay any invoice when due, The Byte Shop may, but ordinarily would not, immediately and without notice terminate all your rights to continue using the South Jersey

CrashPlan and its Data Hosting Services. Ordinarily we will take steps to notify you and give you an opportunity to pay up to 30 days late without losing service or incurring any interest. If your payment becomes more than 60 days overdue, The Byte Shop reserves the right to delete any and all data you have stored with South Jersey CrashPlan through the Data Hosting Service.

DATA STORAGE AND CUSTOMER INFORMATION COLLECTED

- a. **DATA STORAGE.** The data you select to backup is backed up using South Jersey CrashPlan's Data Hosting Services. In addition, you may purchase an option to maintain additional onsite backups. **ONLY THOSE FILES YOU SELECT FOR BACKUP WILL BE STORED.** Some files and folders are automatically excluded from backups by filters.
- b. **DATA SECURITY.** CrashPlan Pro Software uses encryption to secure access to your data. Your password is required for decrypting stored data. By default, South Jersey CrashPlan stores your password unless you specifically elect not to have the password stored with South Jersey CrashPlan. **IF YOU ELECT NOT TO HAVE SOUTH JERSEY CRASHPLAN STORE YOUR PASSWORD AND YOU LOSE YOUR PASSWORD, YOUR ENCRYPTED DATA WILL NOT BE RECOVERABLE.**
- c. **STORAGE AND USE OF EMAIL AND PASSWORD.** In addition to the storage and use of your account password, your email address is stored by South Jersey CrashPlan. **YOU ARE SOLELY RESPONSIBLE FOR SUPPLYING AND MAINTAINING ANY INTERNET CONNECTIONS FOR YOUR EQUIPMENT AND SUPPLYING AND MAINTAINING A CORRECT EMAIL ADDRESS WITH SOUTH JERSEY CRASHPLAN.** Instructions for updating your password and e-mail address will be provided.
- d. **METHOD OF PAYMENT INFORMATION.** If you purchased South Jersey CrashPlan Online, we will collect and store your method of payment for the South Jersey CrashPlan service you have purchased. We have no direct access to your credit card number nor do we store it on our servers. Your credit card information or other payment information is processed and retained by merchant account service provider.
- e. **EMAIL ADDRESS INFORMATION.** Your email address in combination with your password allows South Jersey CrashPlan to verify your identity. South Jersey CrashPlan has a service allowing you to use your email address in combination with your password to remotely access your data from any computer. Your email address in combination with your password verifies your identity allowing you to access this data remotely.
- f. **INFORMATION COLLECTED VIA THE INTERNET.** CrashPlan Pro Software may automatically use the Internet to search for updates, such as, but not limited to, bug fixes and security updates, for the CrashPlan Pro Software. Such updates may install automatically. Computers with installed CrashPlan Pro Software may also be tracked by South Jersey CrashPlan (such as via Internet Protocol address) to locate where on the Internet that computer is located so that you and others you invite to backup data can locate your computer. Where applicable, South Jersey CrashPlan may use the Internet to transfer your data to your designated data storage facilities.
- g. **SOUTH JERSEY CRASHPLAN LICENSE KEY.** South Jersey CrashPlan requires activation via a license key. South Jersey CrashPlan requiring activation by a license key will require an Internet connection to complete activation. Activation via a license key will cause the computer installed with the South Jersey CrashPlan service to transmit the license key to South Jersey CrashPlan via the Internet for activation.

6. MODIFICATIONS

You agree that The Byte Shop may, at its sole discretion, may access our software on your computer, and/or cause CrashPlan Pro Software to contact South Jersey CrashPlan, in order to provide additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to CrashPlan Pro Software or to remove or terminate the functionality of any CrashPlan Pro Software in accordance with the provisions of this Agreement (collectively "Modifications"). All Modifications will be related to the South Jersey CrashPlan service and will not include additional software from third parties.

7. UNINSTALLING CRASHPLAN SOFTWARE

You may uninstall CrashPlan Pro Software by using any uninstall utility that accompanies the installed CrashPlan Software or through the uninstall mechanism provided by your compatible operating system. **UNINSTALLING THE CRASHPLAN PRO SOFTWARE WILL CAUSE IT TO CEASE TO FUNCTIONING. UNINSTALLING CRASHPLAN PRO SOFTWARE WILL PREVENT YOU FROM BEING ABLE TO ACCESS ANY ENCRYPTED DATA THAT WAS STORED USING THE CRASHPLAN PRO SOFTWARE.** The Byte Shop does not warrant that any and all portions of the CrashPlan Pro Software will be removed by any uninstall utility or the uninstall mechanism of your operating system. The Byte Shop does not warrant that all of your computer's software content, including but not limited to the operating system, will regress to a state of operation, including but not limited to settings and options that are identical to those that existed prior to the installation of CrashPlan Pro Software. You remain bound by the terms of this Agreement, including but not limited to its disclaimer of warranties, limitation of liability, exclusive remedy, intellectual property, and ownership clauses even after you uninstall the CrashPlan Pro Software.

8. PROPRIETARY NOTICES

You agree to maintain and reproduce all copyright, trademarks and other proprietary notices on all copies, in any form, of the CrashPlan Pro Software. Except as expressly authorized in this Agreement, you shall not make any copies or duplicates of any CrashPlan Pro Software without the prior written permission of The Byte Shop.

9. TERMINATION

This Agreement shall be effective as of your acceptance of this Agreement and shall continue in effect until terminated by either party. Either party may, at its election and in its sole discretion, terminate this Agreement at will, except as otherwise set forth in this Agreement. The Byte Shop specifically reserves the right to terminate this Agreement and your use of the South Jersey CrashPlan service immediately, without notice from The Byte Shop, if you fail to comply with any provision of this Agreement, if you use any product or service in a way not intended by The Byte Shop, or if you abuse your use of the South Jersey CrashPlan service. The Byte Shop is further entitled to obtain injunctive relief if your use of the South Jersey CrashPlan service is in violation of any license restrictions. Upon termination, you shall destroy all copies of the CrashPlan Pro Software and Documentation in your possession or control.

ACCORDING TO THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT, THE BYTE SHOP MAY TERMINATE YOUR ABILITY TO CONTINUE TO USE THE SOUTH JERSEY CRASHPLAN SERVICE. THE TERMINATION OF YOUR ABILITY TO CONTINUE TO USE SOUTH JERSEY CRASHPLAN WILL CAUSE THE SERVICE TO CEASE FUNCTIONING AND PREVENT YOU FROM BEING ABLE TO ACCESS ANY ENCRYPTED DATA THAT WAS STORED USING THE CRASHPLAN SOFTWARE.

The termination of this Agreement for any reason shall not affect: a) the obligations of the parties to account for and pay to one another any amounts for which they are obligated by virtue of transactions or events which occurred prior to the effective date of termination; or b) any other obligation or liability which either party has to the other under this Agreement and which, by its nature, would reasonably be expected to survive termination such as, but not limited to, sections entitled: GRANT OF LICENSE; TITLE AND LIMITATIONS; PROPRIETARY NOTICES; LIMITED WARRANTY; LIMITATION OF REMEDIES; LIMITATION OF THE BYTE SHOP LIABILITY; INDEMNITY BY YOU; U.S. GOVERNMENTAL END USER PURCHASES; YOUR OBLIGATIONS; and GENERAL PROVISIONS.

10. ALLOCATION OF RISK

You acknowledge and agree that The Byte Shop has set its prices and entered into this Agreement and sales of the South Jersey CrashPlan service in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

11. LIMITED WARRANTY

The Byte Shop warrants that, for a period of ninety (90) days from the date of the first purchase of CrashPlan Software that such version, in the form delivered by The Byte Shop, will substantially conform to and perform substantially in accordance with The Byte Shop's published documentation, to the extent such exists, with respect thereto when installed and operated in accordance with South Jersey CrashPlan specifications, and The Byte Shop will endeavor to correct any failure of the South Jersey CrashPlan service to so conform or perform of which The Byte Shop receives written notice from you within said ninety (90) day period.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SOUTH JERSEY CRASHPLAN IS FURNISHED BY THE BYTE SHOP AND ACCEPTED BY YOU ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY THE BYTE SHOP. THE BYTE SHOP DOES NOT WARRANT THAT THE SOUTH JERSEY CRASHPLAN SERVICE OR ASSOCIATED DOCUMENTATION WILL MEET THE YOUR REQUIREMENTS, OR THAT THE OPERATION OF SOUTH JERSEY CRASHPLAN WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF SOUTH JERSEY CRASHPLAN IS WITH YOU.

12. LIMITATION OF REMEDIES

YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING LIMITED WARRANTY WILL BE THAT (A) THE BYTE SHOP WILL ENDEAVOR TO CORRECT WITHIN A REASONABLE TIME ANY REPORTED FAILURE OF THE SOUTH JERSEY CRASHPLAN SERVICE TO SUBSTANTIALLY CONFORM TO OR PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE BYTE SHOP'S SPECIFICATIONS, TO THE EXTENT SUCH SPECIFICATIONS EXIST, DURING THE WARRANTY PERIOD SET FORTH IN THIS AGREEMENT OR (B) IN THE EVENT THAT THE BYTE SHOP SHALL FAIL OR BE UNABLE FOR ANY REASON TO CORRECT ANY SUCH FAILURE OR NON-CONFORMITY OF THE SOUTH JERSEY CRASHPLAN SERVICE YOU MAY TERMINATE THE END USER LICENSE AGREEMENT.

13. LIMITATION OF THE BYTE SHOP LIABILITY

IN NO EVENT WILL THE BYTE SHOP BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF CAPITAL OR OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICE FURNISHED OR TO BE FURNISHED BY THE BYTE SHOP UNDER THIS AGREEMENT OR THE USE THEREOF, EVEN IF THE BYTE SHOP HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH LOSS OR DAMAGE, AND THE AGGREGATE LIABILITY OF THE BYTE SHOP UPON ANY AND ALL CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICE FURNISHED OR TO BE FURNISHED BY THE BYTE SHOP UNDER THIS AGREEMENT WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE AMOUNT PAID BY YOU TO THE BYTE SHOP FOR YOUR PURCHASE OF THE SOUTH JERSEY CRASHPLAN SERVICE UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL OPERATE TO RELIEVE THE BYTE SHOP FROM LIABILITY FOR ITS OWN WILLFUL OR WANTON RECKLESSNESS OR INTENTIONAL TORTS.

14. YOUR OBLIGATIONS

You agree not to use any automated or manual process to interfere with, modify, or attempt to interfere with or modify South Jersey CrashPlan service except to uninstall the same as provided herein.

15. GENERAL PROVISIONS

- a. **ENFORCEMENT/CHOICE OF LAW/CHOICE OF FORUM.** Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.
- b. **ENTIRE AGREEMENT AND NO WAIVER.** This Agreement sets forth the entire agreement and understanding between The Byte Shop and you regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. You acknowledge that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. This Agreement may not be modified or amended except as described herein or by a separate writing referencing this Agreement and signed by both you and an authorized representative of The Byte Shop. The failure by The Byte Shop at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by The Byte Shop will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.
- c. **CORRECTION OF ERRORS AND INACCURACIES.** This Agreement may contain typographical errors or other errors or inaccuracies and may not be correct or current. The Byte Shop reserves the right to correct any errors, inaccuracies or omissions and to change or update this Agreement at any time without prior notice. The Byte Shop does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.
- d. **HEADINGS.** The section headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope or extent of such section.
- e. **NO PARTNERSHIP.** This Agreement shall not be construed as creating or constituting any partnership, joint venture or agency relationship between the parties.
- f. **ASSIGNMENT AND RESALE.** Your rights under this Agreement are not assignable or transferable. You agree not to resell South Jersey CrashPlan or any portion thereof.
- g. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No third-party beneficiaries are intended or shall be construed as created by virtue of this Agreement.
- h. **CHOICE OF LAW.** This Agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and the state of New Jersey without respect to its choice of law provisions. Any action between the parties will be venued in a state or federal court situated within the state of New Jersey, and you irrevocably submit yourself to the personal jurisdiction of such courts for such purpose.

16. QUESTIONS OR ADDITIONAL INFORMATION

If you have any questions regarding this Agreement or wish to obtain additional information, please send a letter via U.S. Mail to The Byte Shop, LLC, Suite 11 PMB 251, 3111 Route 38, Mount Laurel, NJ 08054 or send an e-mail to info@sjcrashplan.com

Authorization _____

Date _____