

MONTHLY MEMBERSHIP FEE \$275

START DATE \_\_\_\_\_

*Term of Agreement - 12 (Twelve) Months*

[MEMBER] \_\_\_\_\_

**CONGRATULATIONS, YOUR AGILITY RECOVERY SOLUTIONS, INC. (AGILITY) MEMBERSHIP GOES INTO EFFECT TODAY.** Agility will work with you to develop a customized recovery plan that is available on your secure MyAgility Web site. Should you experience an interruption, Agility will provide the resources necessary for recovery at the covered address below:

- POWER                      *Generator*
- TECHNOLOGY              *Up to 48 (forty-eight) PCs, 5 (five) Intel servers, tape drives, printers and fax*
- SPACE                      *Office space with up to 48 (forty-eight) furnished seats*
- CONNECTIVITY              *Satellite for phone and Internet access*

**INITIATING A RECOVERY**

Member shall notify Agility of the occurrence and nature of a disaster by calling the Agility hotline, **877-364-9393** (*Alternates: 888-242-3740 or 866-894-3336*).

It is the Member’s responsibility to inform Agility who is authorized to initiate recovery efforts. In the event of a disaster, the Member will be responsible for all out-of-pocket expenses.

**TESTING OPTION**

For an additional \$95 per month, the Member has the right to test its recovery plan. A one-time testing fee applies per event, plus out-of-pocket expenses.

**TECHNICAL SUPPORT**

An Agility specialist(s) shall be available for all aspects of the recovery efforts and for two days after capability is restored. Additional on-site support is available at the then-prevailing rate.

BY SIGNING BELOW, AGILITY AND THE MEMBER AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS PROVIDED HEREIN.

Member	_____
Contact/Title	_____ Agility Recovery Solutions, Inc.
Address	_____
City/State/ZIP Code	_____ Agility Representative
E-mail Address	_____ Signature
Signature	_____ Accepted & Approved By
Date Signed	_____ Date Signed



# Agility ReadySuite™ MEMBERSHIP SERVICES AGREEMENT

## 1. FEES AND PAYMENTS

Agility shall invoice monthly, in advance, all membership fees set forth in this Agreement. Payments shall be due 30 (thirty) days after receipt of invoice. In the event payment is not received, the Member will be responsible for all late payment charges of 1.5 percent per month. The Member shall reimburse Agility for any applicable taxes, customs, duties and government impositions incurred in connection with this Agreement.

## 2. OUT-OF-POCKET EXPENSES

For a disaster declaration or test, Member is responsible for all out-of-pocket expenses related to setup, de-install, shipping, travel, living fees, network engineering, satellite space segment charges, generator rental, transport of the designated equipment and/or mobile office unit(s), generator(s), and satellite equipment to and from the Member's recovery facility or test location. A 10 (ten) percent administration fee applies for all test and disaster-related fees. After 60 (sixty) days, the Member shall be billed a daily charge for the provided equipment at the then-prevailing rate.

## 3. RISK OF LOSS OR EQUIPMENT DAMAGE

Until Agility retakes possession of equipment supplied hereunder, Member shall bear the risk of loss and/or damage to all equipment while in its possession.

## 4. LIMITATION OF DAMAGES

The Member acknowledges that the availability of services and equipment shall be on a first-come, first-serve basis and Agility makes no representation or warranty with respect to the availability of equipment at any particular time. Agility will use commercially-reasonable efforts to coordinate and arrange for access to and use of recovery system(s) when multiple disasters are declared. Agility shall not, under any circumstance, be liable to the Member for any lack of availability. Agility shall have no liability for damages resulting from personal injury or property damage, except to the extent such injury or damages directly result from the gross negligence or willful misconduct of an employee of Agility. Under no circumstances shall Agility be liable for special, exemplary or consequential damages (including, but not limited to, lost profits, loss of business or other economic loss) in connection with the services to be rendered or equipment to be supplied under this Agreement.

## 5. FORCE MAJEURE

To the extent and for the period of time that Agility or the Member is delayed or prevented from performing any obligation under this Agreement because of circumstances beyond reasonable control, including but not limited to acts of God, acts of terrorism that would prevent or delay delivery, civil or military authority, severe inclement weather, and breakdown of telephone or other means of communications systems, such performance shall be excused. Agility is required and expected to use commercially-reasonable efforts to restore and provide contracted services under this Agreement as soon as it is feasible after an event has impacted Agility's ability to service the Member. Agility shall provide Member with reasonable notice of the onset and removal of any force majeure event, provided Agility discovers or is made aware of the event.

## 6. ASSIGNMENT

This Agreement may be assigned by either party without the prior written agreement of the other party, in conjunction with a sale of all or substantially all of the assets to which this Agreement applies. No assignment shall relieve either party of its obligations hereunder with respect to payments due prior to the assignment. Any assignment in violation of this Agreement shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

## 7. JURISDICTION; MODIFICATIONS; ENTIRE AGREEMENT; GOVERNING LAW

The information set forth herein is qualified in its entirety by reference to the Agility subscribers manual. This Agreement may not be modified except by a written document signed by authorized representatives of both parties. This Agreement shall be governed in all respects by the laws of the State of Delaware, and the parties attorn to the exclusive jurisdiction of the courts of the State of Delaware.

## 8. TERM

This Agreement will be automatically renewed for one year at the end of the current term or any renewal term, unless either party provides written notice of non-renewal at least 60 (sixty) days prior to the end of the then-current term. Agility reserves the right to increase fees upon renewal.

## 9. CONFIDENTIALITY

Non-public personal information provided by Member, its affiliates or divisions to Agility or that otherwise comes into Agility's possession or that Agility becomes aware of (collectively, "Confidential Information") is to be regarded as confidential and private. Agility agrees not to use any Confidential Information obtained hereunder for purposes other than those for which the Confidential Information was provided. Agility further agrees that it shall not share, distribute, sell or otherwise cause anyone else to use Confidential Information without the express written permission of Member.

## 10. ORDER OF PRECEDENCE

In the event of a conflict between the Membership Services Agreement, the subscribers manual or an addendum, the order of precedence is 1) addendum, 2) Membership Services Agreement, 3) subscribers manual.