



Terms and Conditions

By placing your order and using BlueSky Cloud Backup, you agree to our Terms and Conditions. These terms and conditions, which is incorporated herein by this reference, (together, the "Terms"), are a binding legal contract between BlueSky, Inc., its affiliates, licensors, and subsidiaries (collectively, "BlueSky"), and the individual or legal entity who directly or indirectly accesses, uses, and/or purchases the Services (as defined herein) (collectively, "You" or "Your"). By accessing, using and/or purchasing the Services, You represent that You have the authority to enter into and agree to these

Terms. If You do so on behalf of a legal entity, You represent and warrant that You have the authority to accept these Terms on behalf of that legal entity, and You represent and warrant that all users of the Services at such legal entity shall comply with these Terms. Your continued access to, use and/or purchase of the Services following modification to the Services or these Terms constitutes Your agreement to be bound by these Terms, as modified. If You do not agree to be bound by these Terms, You may not access, use and/or purchase the Services. You acknowledge and agree that You are accepting these Terms on behalf of all persons who access, use and/or purchase the Services and that You shall have sole and exclusive responsibility for ensuring that all users understand and comply with these Terms.

YOUR ACCOUNT

BlueSky will create an account for You, and we ask You to provide accurate contact and other personal information, that is protected by a username and password (Your "Account"). You agree to provide BlueSky with accurate and complete Account information. You agree to keep Your password, Your software and/or encryption keys, if applicable, and Your Account details secret, and not share them with anyone else, in order to prevent unauthorized access to Your Account. If Your contact information or other Account information changes, You must update Your Account details promptly by notifying us at support@blueskytechsupport.com. After BlueSky/You create an Account, the Services can begin to upload, download, and access content and materials for which You have a legal right to copy, publish, share, store or otherwise use (Your "User Data").

If You purchase the Services through a legal entity such as BlueSky, Your business, or through an authorized partner, You acknowledge and agree that other users may have been designated to access, control, and install Your Account. BlueSky takes Your right to privacy and the security of Your Account and User Data seriously. You, not BlueSky, are solely responsible for Your Account and User Data. BlueSky is not liable for any loss or damage arising from any unauthorized access to sharing or use of, Your Account, software and/or encryption keys and User Data. In no event will BlueSky be liable for any loss of User Data or other claims to the extent arising out of unauthorized access to Your Account by obtaining Your password, software and/or encryption keys.

OFFERINGS

Free Services. BlueSky may offer free Services, including free trials of the Services ("Free Services"). Free Services require an active Account and may be subject to certain time and/or usage limits, which are explained in the Documentation for each Free Service. You acknowledge and agree that (i) the Free Services may not meet Your requirements or perform as intended; (iii) use of the Free Services may not be uninterrupted, error-free, free of faults or viruses or secure; (iv) Your use of the Free Service is for the sole purpose of evaluating and testing and providing feedback to BlueSky; (v) You shall at no time store more than the amount of data as provided for in the Documentation, and any such stored data shall not be sensitive in nature, including, but

not limited to, personally identifiable information, financial or other protected records;(vi) You shall inform Your employees, temporary workers, consultants, subcontractors and agents of the nature of the limitations on use of the Free Services and its obligations hereunder; and (vii) the evaluation and testing shall be performed only in a non-production environment. Free Services associated with Your Account that remain inactive for a period of thirty (30) calendar days will be removed and Your User Data deleted. BlueSky may discontinue Free Services at any time and from time-to-time, at which point Your access to the Free Services will end and any User Data will be deleted.

Subscription Services. If You purchase software-as-a-service and/or hardware-as-a-service subscriptions from BlueSky, You consent to BlueSky's and its third-party storage providers' ability to access, copy and store Your User Data. Following acceptance of an applicable order, BlueSky will provide You with access to download software, software key(s), if applicable, and any components that support the functionality of the Services. You may request, and BlueSky may offer an expedited manual service to pre-load and/or restore Your User Data, which shall be subject to additional terms and conditions.

Professional Services. If You purchase professional services from BlueSky to assist You in the installation, configuration, maintenance and/or training with respect to Your use of the Services, You understand and agree that such professional services shall be subject to the Professional Services Terms and Conditions. In the event of a conflict between these Terms and the Professional Services Terms and Conditions, such conflict shall be resolved by giving precedence to the Professional Services Terms and Conditions and then to these Terms.

TERM, AUTOMATIC RENEWAL AND CANCELLATION

To obtain Services from BlueSky, You may be required to sign and approve or submit an invoice, order form, or other similar document, which incorporates these Terms by reference. By purchasing the Services, You authorize BlueSky or an authorized partner to invoice You or charge Your credit card, and You agree to pay all fees in connection with the Services. The prices for renewals may be different than those paid for an initial purchase. You are responsible for, and BlueSky may perform at any time, an audit in order to true up Your actual storage/capacity usage. You agree that additional storage increments/capacity (i.e., GB) will be automatically added to Your Account if Your use of certain Services exceeds Your committed quantities as stated in your invoice, order form or other similar document, and You will be automatically charged, and you agree to pay, any and all such overages. Incomplete or incorrect Account information, or failure to pay fees when due, will result in inactivation of Your Account, the cancellation of Your subscription and deletion of Your User Data.

All fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export or use of the Services or performance of any services (collectively, "Taxes"). You are responsible for and, if applicable, will reimburse BlueSky within thirty (30) days of a request for all such Taxes and any related penalties, except for taxes imposed on BlueSky's net income.

You may cancel any Service for a full refund within the first thirty (30) days of delivery by notifying BlueSky at BlueSky. After such time, if You choose to cancel, fees already paid will not be refunded to You. Your access to, use and/or purchase of the Services will automatically terminate or expire, and Your Account and access to Your User Data will be deleted upon (i) non-renewal, cancellation, or expiration of Your Services or failure to pay fees when due, if applicable, (ii) BlueSky's discontinuation of the Services, or (iii) failure to comply with these Terms. You acknowledge and agree that after any non-renewal, cancellation, or expiration of Your Services: (i) all licenses granted hereunder (if any) will immediately terminate and You shall immediately cease all use of the related Services (except hardware purchased and paid for by You); (ii) You shall remove all copies (or permit BlueSky to remove all copies, if applicable) of the Services from Your computer systems; (iii) You remain responsible for and shall immediately pay in full all outstanding payments to BlueSky; and (iv) it is BlueSky's policy to automatically and irretrievably delete all User Data protected by Your Account that is stored on BlueSky servers or with BlueSky's third-party cloud storage providers and BlueSky shall have no liability to You for such action.

YOUR CONDUCT

Compliance. You represent and warrant that You have performed an environmental and systems assessment and that BlueSky will rely on such assessment information that You provide in order to recommend the appropriate Services needed to support Your computing environment. You agree that while BlueSky may recommend certain Services to You, You are responsible for determining the appropriateness of the Services actually purchased. You are solely responsible for ensuring that You are in compliance with: (i) all obligations related to Your use of the Services; (ii) all license terms applicable to third party operating systems, databases, applications, files, software and other solutions (collectively, Your "System") on Your computer, server, tablet, smartphone or any other device You register with BlueSky, including hardware delivered to You as part of the Services, (each a "Device"); and (iii) all applicable federal, state, and local laws, foreign laws, rules, and regulations. Your responsibilities under these Terms shall not be mitigated, diminished or transferred to

BlueSky if BlueSky, in the context of providing the Services, assists with the restoration of any or all of Your System. BlueSky does not endorse and has no control over the content of User Data submitted by You or anyone else. BlueSky is not responsible for User Data or for actively monitoring User Data for inappropriate or illegal content and You shall be solely responsible for the collection, accuracy, legality, completeness and use of Your User Data.

You shall defend, indemnify and hold harmless BlueSky, and its officers, directors, employees, agents, **shareholders, affiliates, subsidiaries, suppliers, and licensors, from and against any and all damages, fines, penalties, assessments, liabilities, losses, costs, and expenses** (including, but not limited to, attorneys' fees, expert fees, and out-of-pocket expenses) in connection with Your use of the Services, Your violation of these

Terms, any violation of the rights of any other person or entity by You, including, but not limited to, any intellectual property rights, failure to encrypt or take reasonable privacy and security safeguards to protect User Data, any misuse or fraudulent use of credit cards, any claims that the Services or any part thereof were used or exported or otherwise shipped or transported by You in violation of applicable laws, rules, and regulations, including, but not limited to, any claim that Your User Data is illegal. You agree not to settle or resolve any such claim in a manner that imposes any fault, liability or obligation on BlueSky without the advance written approval of BlueSky.

Your Conduct. BlueSky may, immediately and without notice to You, cancel Your subscription, disable Your Account and cease providing the Services to You, if You: (i) harm, disrupt, or otherwise engage in activity that diminishes BlueSky's brand, Services, computer systems, hardware, or network; (ii) misrepresent Your identity, impersonate any person or attempt to gain access to or illegally track any account, computers, or networks related to the Services, without authorization; (iii) manipulate a Service in any manner not specified by BlueSky; (iv) interfere with BlueSky's policy with respect to excessive bandwidth usage, as determined by BlueSky; (v) store, back up, or distribute any illegal or unauthorized files or data, or material protected by intellectual property rights of a third party, unless You own or have appropriate rights to such material; (vi) store, back up, or distribute material that contains viruses, Trojan horses, worms, corrupted files, or any material that may damage the operation of the Services or another person's device, hardware, data, or property; (vii) engage in conduct that would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (viii) directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services; (ix) merge the Services with other products, software or services; (x) alter or modify any disabling mechanism; (xi) willfully render any part of the Services unusable; (xii) assign, rent, loan, or otherwise transfer the Services; (xiii) remove or alter any proprietary notices (e.g., copyright, trademark notices, legends, etc.) received in the provision of the Services; or (xiv) breach any material term herein.

BLUESKY PROPERTY

If Your Services includes use of hardware, You agree that Your rights to use the hardware are limited to use in accordance with the applicable Documentation and only for the purpose of Your access, use and/or purchase of the Services. You acknowledge that BlueSky and its licensors own and reserve all right, title, and interest in and to all of the Services and any components that support the functionality of the Services, Websites and any Documentation, and any and all copies thereof and all proprietary rights therein, including, but not limited to, copyrights, patents, trademarks, logos, domain names, and other brand features of BlueSky. BlueSky will make the Websites and Services available to You on a non-exclusive, non-transferable, non-sublicensable, limited and revocable basis. The Services may contain, or BlueSky may provide to You, third-party hardware, products, software, and programming (the "Third-Party Components"). You acknowledge and agree that terms accompanying such Third-Party Components will govern their use. You may provide feedback to BlueSky with respect to the Services and BlueSky may use feedback for any purpose without obligation of any kind. To the extent permission is required under Your intellectual property rights to make use of the feedback, You hereby grant BlueSky an irrevocable, non-exclusive, perpetual, royalty-free right to use Your feedback in connection with BlueSky's business, including, but not limited to, enhancement of the Services.

BlueSky may discontinue, suspend, or modify the Services, any feature included in the Services, or the availability of the Services on any particular device or hardware, at any time and without notice to You. If any third party makes an intellectual property infringement claim relating to the Services, BlueSky reserves the right to immediately terminate Your license to the Services. While not obligated to do so, BlueSky will endeavor to communicate any such actions by providing electronic notice to You or by posting relevant information to the Websites.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION AND USE OF, AND RESULTS OBTAINED FROM THE SERVICES. YOUR ACCESS TO AND USE OF THE SERVICES ARE AT YOUR SOLE DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, ANY HARDWARE PROVIDED AS PART OF THE SERVICES, AND THE LOSS OF YOUR USER DATA. DEPENDING ON THE SERVICES YOU CHOOSE TO UTILIZE, YOUR USER DATA MAY NOT BE AVAILABLE OR RESTORABLE IF: (i) THE SERVICES HAVE NOT COMPLETED COPYING OR SYNCING YOUR USER DATA; (ii) FOR FILES, FOLDERS, DATABASES, SERVERS, OR DRIVES THAT THE SERVICES DO NOT AUTOMATICALLY BACK UP OR SYNC PURSUANT TO THE DOCUMENTATION, YOU DO NOT MANUALLY SELECT THEM FOR BACKUP OR SYNCING OR YOU DESELECT CERTAIN FILES, FOLDERS, DEVICES, DATABASES, SERVERS OR DRIVES FOR BACKUP OR SYNCING; (iii) YOU DELETE CERTAIN USER DATA FROM YOUR DEVICE AND DO NOT RESTORE IT AFTER DELETION PURSUANT TO BLUESKY'S OR YOUR OWN DATA RETENTION POLICIES,

OR YOU DELETE A DEVICE, DATABASE, DRIVE, OR SERVER FROM YOUR ACCOUNT; (iv) YOU MOVE USER DATA TO A LOCATION ON YOUR DEVICE THAT IS NOT AUTOMATICALLY SCANNED TO SELECT FILES FOR BACKUP OR SYNCING, OR YOU UPGRADE YOUR OPERATING SYSTEM RESULTING IN CHANGES TO YOUR FILE MAPPING; (v)

YOUR USER DATA IS CORRUPTED; (vi) YOUR DEVICE IS UNABLE TO ACCESS THE INTERNET OR NETWORK SERVICE OR HAS EXPERIENCED INTERMITTENT OR SLOW INTERNET CONNECTION; (vii) ANY HARDWARE PROVIDED TO YOU AS PART OF THE SERVICES IS UNABLE TO CONNECT TO YOUR DEVICES AND YOU DO NOT TAKE STEPS TO CORRECT SUCH PROBLEM; (viii) BLUESKY SERVERS OR NETWORK SERVICE IS UNABLE TO MAKE A CONNECTION WITH YOUR DEVICE OR ANY HARDWARE PROVIDED TO YOU AS PART OF THE SERVICES; (ix) YOU FAIL TO FOLLOW BLUESKY'S TECHNICAL REQUIREMENTS AND THE DOCUMENTATION FOR UTILIZING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, UPGRADING THE SERVICES OR YOUR SYSTEM AS REQUIRED AND PERIODICALLY TESTING YOUR BACKUPS AND RESTORES; (x) YOU TERMINATE OR FAIL TO RENEW YOUR SUBSCRIPTION TO THE SERVICES, OR YOUR ACCESS TO THE SERVICES HAS OTHERWISE BEEN TERMINATED.

THE SERVICES MAY ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT BLUESKY DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (i) VIRUSES, WORMS, TROJAN HORSES, AND OTHER UNDESIRABLE DATA OR COMPONENTS OR (ii) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR USER DATA, WEBSITES, DEVICES AND NETWORKS. BLUESKY IS NOT RESPONSIBLE FOR SUCH ACTIVITIES. YOU ACKNOWLEDGE AND AGREE TO

BLUESKY'S USE OF CYBERSOURCE, A SUBSIDIARY OF VISA, AND LITL & CO., A SUBSIDIARY OF VANTIV, TO PROCESS AND STORE YOUR CREDIT CARD INFORMATION. IN THE EVENT OF A SECURITY BREACH INVOLVING YOUR CREDIT CARD INFORMATION, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE RECOURSE IS AGAINST THESE THIRD-PARTY VENDORS WHO PROCESS AND STORE YOUR CREDIT CARD INFORMATION, AND NOT BLUESKY. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR ACCOUNT, YOUR USER DATA, DEVICES AND ANY HARDWARE PROVIDED AS PART OF YOUR SERVICES. YOU ACKNOWLEDGE AND AGREE THAT BLUESKY SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE ACCOUNT OR OTHER INFORMATION, INCLUDING, BUT NOT LIMITED TO, YOUR FAILURE TO RECEIVE CRITICAL INFORMATION ABOUT THE SERVICES. BLUESKY DOES NOT WARRANT THAT: (i) THE SERVICES WILL RUN PROPERLY ON ALL HARDWARE OR IT ENVIRONMENTS; (ii) THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THOSE OF YOUR USERS OR WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY YOU OR YOUR USERS; (iii) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (iv) DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (v) ENCRYPTION ALGORITHMS, ASSOCIATED KEYS, AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. YOU UNDERSTAND AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BLUESKY OR ANY BLUESKY EMPLOYEE, PARTNER OR AGENT SHALL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF BLUESKY'S OBLIGATIONS HEREUNDER. THE SERVICES AND THIRD-PARTY COMPONENTS ARE PROVIDED "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND. BLUESKY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND THIRD-PARTY COMPONENTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AND ANY WARRANTIES REGARDING THE SECURITY, QUIET ENJOYMENT, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BLUESKY BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY COST TO PROCURE SUBSTITUTE SERVICES OR USER DATA, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOSS OF DATA, LOSS OF USER DATA, LOSS OF USE, LOST REVENUE, BUSINESS INTERRUPTION OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, EVEN IF BLUESKY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE)). IN ANY CASE AND WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF BLUESKY FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY CLAIMS, OR ANY BREACH OF WARRANTY OR OTHERWISE) SHALL BE LIMITED TO THE LESSER OF: (i) THE FEES PAID BY YOU TO BLUESKY IN THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DAMAGES ARISING; OR (ii) TEN THOUSAND DOLLARS (\$10,000). IF THE SERVICES ARE PROVIDED TO YOU WITHOUT CHARGE, THEN BLUESKY SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING TERMS SET A LIMIT ON THE AMOUNT OF DAMAGES PAYABLE AND ARE NOT INTENDED TO ESTABLISH LIQUIDATED DAMAGES. YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT SUCH LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THESE TERMS AND BLUESKY'S AGREEMENT TO PROVIDE YOU THE SERVICES, AND IS AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE FOREGOING TERMS MAY NOT APPLY TO YOU.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED IN THESE TERMS.

GENERAL LEGAL TERMS

Government Use. The Services constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

Governing Law and Arbitration. These Terms shall be governed, construed, and enforced in accordance with the laws of Rhode Island without reference to conflicts of law principles. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with these Terms, shall be in the state or federal courts, as applicable, located in the City of Newport, Rhode Island. Any dispute, controversy, or claim arising out of or relating to these Terms, including, but not limited to, the arbitrability of the matter or the formation, interpretation, scope, applicability, termination or breach thereof, shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or JAMS International Arbitration Rules, if the matter is

deemed "international" within the meaning of that term as defined in the JAMS International Arbitration Rules. The arbitration shall be administered by JAMS, shall take place before a sole arbitrator, and shall be conducted in Newport, Rhode Island. If the JAMS International Arbitration Rules apply, the language to be used in the arbitral proceedings will be English. Judgment upon the arbitral award may be entered by any court having jurisdiction. This section shall apply to and require arbitration of all disputes, controversies, and claims, regardless of whether such disputes, controversies, or claims concern a single individual, entity, or other person, multiple individuals, entities, or other people, or classes of individuals, entities, or other people.

General. These Terms constitute the entire understanding of the parties and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter hereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of these Terms. If one or more of the provisions herein shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not be affected or impaired. Any inconsistency between these Terms in English and these Terms in any other language shall, to the fullest extent permitted by applicable law, be resolved by reference to the English version. The failure to enforce or the waiver by either party of a default or breach of the other party shall not be considered to be a waiver of any subsequent default or breach. You may not assign or delegate any rights or obligations under these Terms. Any purported assignment and/or delegation shall be ineffective. BlueSky may freely assign or delegate all rights and obligations under these Terms, fully or partially, with or without notice to You. BlueSky may also substitute, by way of novation, any third party that assumes its rights and obligations under these Terms. If You or BlueSky cannot perform its obligations under these Terms because of any act of God, accident, strike, court order, fire, riot, war, failure of third-party equipment or any other cause not within the affected party's reasonable control and that could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure Event"), then the non-performing party will, if possible and reasonable: (i) promptly notify the other party; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event. If a Force Majeure Event continues for five (5) consecutive calendar days, BlueSky may terminate Your access, use and/or subscription to the Services and these Terms by providing electronic notice to You. The following provisions shall survive termination or expiration of these Terms and Your subscription to the Services: Your Account; Services; Your Conduct; BlueSky Property; Disclaimer of Warranties; Limitation of Liability; and General Legal Terms.

To ensure there is no disruption in Your Service, You agree that Your access, use and/or subscription to the Services will automatically renew and BlueSky or a BlueSky authorized partner will invoice or charge the then-current renewal and other fees to the credit card associated with Your Account, unless You change Your auto-renewal preferences in Your Account or cancel Your access, use and/or subscription by notifying BlueSky at support@blueskytechsupport.com

By granting BlueSky permission to install, setup and your use of BlueSky Cloud Backup and all its services, you agree to this BlueSky End User License/BlueSky Terms and Conditions.

For questions or other notices regarding these Terms, please e-mail info@blueskytechnologies.com

