BACK UP YOUR CRITICAL DATA
FOR LESS THAN ONE DOLLAR A DAY!

We were worried about your data and had to do something about it. As a result, The Company Software is relieved to offer you **AUTOMATIC OFF-SITE BACKUP** for your critical data.

What is TCSBackUp?
We install a little program on your data machine called TCSBackUp. This is where you set your encryption key* and designate the files to be backed up. Yes! This means you can also back up your Peachtree, QuickBooks, or Excel files (or any files) along with your TCSReservations database. It's *automatic, secure, and totally private!*

What Happens?
Twice a day (every 12 hours) TCSBackUp will call the back up machine and upload the files you designate for back up. These files are encrypted as they are uploaded and after 7 days, the files start to overwrite old back ups (TCSBackUp will store about 7 days of data for you). By the way: **IT'S ALL AUTOMATED**!

How Do I Know It's Working?
In your account set up, you will enter a Designated Contact Email Address and that email address will receive a notification every time TCSBackUp does it's thing. That email address will *also receive a notice if the back up fails*. We recommend that you have it sent to an address that is checked often and then create a filter rule that sends it to a folder and out of the way.

It's Too Good To Be True ~ What's The Catch?
It's not exactly a catch ~ but the service isn't free. The fee is a mere **$360USD / year**. On the upside, that is *less than a dollar a day* to at least not have to worry about "who is checking in tomorrow" after your building was hit by lightning.

One other important provision is that you will have to keep up with your encryption key* (which doubles as your password, and it can be simple). You won't need it unless you need to restore a back up ~ but that's not a good time to *not* remember your key.

Gosh, How Do I Sign Up?
Carefully read the enclosed agreement. Once you feel you totally understand it, sign it where indicated, make yourself a copy, and return it to us along with a check for $360USD (or you can pay by credit card through the PayPal button on our website). We will hook you up, help you configure your account ~ and you should start receiving back up notifications right away. **Call Tina at 865-640-8837 for more information**.

*Should you lose your key, we would only be able to reset it for you ~ not retrieve the original.

TCSBackUp ~ Automatic Offsite Data Back Up

The purpose of this **Support Service Level Agreement (SLA)** is to formalize an arrangement between The Company Software (hereinafter, the **Provider**) and _____
_____ (hereinafter, the **Subscriber**), for the provision of online backup services by the Provider to the Subscriber, thereby ensuring a safe, robust and high quality of online backup service is maintained throughout the service period.

The core part of the service is the provision of a remote backup server to where the Subscriber can backup their data. This remote backup location includes redundancy and backup power supply, 24-hour professional monitoring & surveillance and controlled access to the premises. The Provider will setup a primary backup server to provide online backup services to the Subscriber.

For each completed backup job, the backup server will send a backup report, with a detailed listing of all files that have been backed up within the backup job, to the Subscriber's designated point of contact by email. This report will show all unexpected errors encountered during the backup operation. If any error has happened to the backup operation, the Subscriber will be notified of this problem in a timely manner and will be able to correct the problem in due course. Also, if a scheduled backup job has not been run as schedule at scheduled time, a missed backup report will be sent to the Subscriber's designated point of contact by email to report this problem.

The minimum acceptable level of uptime ratio for the services for any particular months shall be 95% as determined by the following formula:

$$\text{Uptime Ratio} = (\text{Total Time} - \text{Lost Time}) / \text{Total Time} \times 100\%$$

where
     Total Time = total number of hours within a month
     Lost Time = total number of hours any equipment inside the remote backup center is unavailable for services within a month

If the uptime falls below 95%, for each cumulative hour of unavailability or fraction thereof in any calendar month, at Subscriber's request, Subscriber's account shall be credited on a pro rata basis charges for one day of the monthly fee for the service.

In the event of a discrepancy between actual and targeted service levels, both the Provider and the Subscriber are expected to identify and resolve the reason(s) for any discrepancies in close co-operation. The Provider will perform the service level monitoring. Reports will be produced as and when required and forwarded to the Subscriber's contact.

Services Period

This agreement is in effect upon the date of acceptance of this agreement and ends on the date exactly one year after the date of acceptance. Approximately two months prior to the end of the service period, both parties will review this agreement and assess its success. Any necessary changes will be made to subsequent agreements as needed.

Cost and Charges

The Subscriber's cost for this service is US$360 and is for a period of one year from the date of acceptance. Monies due to the Provider must be paid within 14 days from the date of acceptance of this agreement.

Liability

The Provider shall under no circumstances be liable to the Subscriber for any loss (whether direct or indirect) of revenue, loss of profits or any consequential loss whatsoever under this agreement.

Encryption Key

The Subscriber is responsible for setting their key, knowing it is unavailable to the Provider, and the Provider is unable to de-crypt and restore the Subscriber's data without the Subscriber supplying the key at the time a restore is necessary. ***The Subscriber cannot recover a forgotten encryption key from the Provider.*** The Subscriber should record their encryption key where other important pass codes are kept.

Entire Agreement

This Agreement is intended as the complete statement of the terms of the agreement between the Subscriber and the Service Provider relating to subject matter hereof. This agreement supersedes all previous proposals, oral and written, and all negotiations, conversations or discussions heretofore had between the parties relating to this Agreement. Jurisdiction where this agreement is concerned shall be Sevier County, Tennessee.

By my signature below, I give notice that I have read this agreement and fully understand it.

S/_____   DATE _____

For _____   _____
    Subscriber Company Name   Designated Point of Contact Email Address

S/_____
   Edward V. Nelson
For The Company Software

Subscriber: Did you remember to initial Page One in the lower right-hand corner?