



TDS Operating, Inc.
788 Montgomery Ave, Ocoee, FL 34761
800-289-7930 (Toll Free)
www.Rx30.com

TDS Remote Backup Services

Rx30 is pleased to offer you **Remote Data Backup Services**, designed to give you that extra sense of security that your nightly backups are being replicated at an off-site location, just in case something were to happen that renders your in-store backup procedures ineffective.

For \$1 per day, TDS will back up your Rx30 data nightly at TDS's corporate offices.

Disaster preparedness is part of your HIPAA Security requirements and the TDS remote backup service helps you to easily implement a logical procedure to protect your invaluable pharmacy data!!

If you are interested in receiving this service immediately, simply sign your name on the signature line below and fax back to the number indicated on the cover sheet.

YES, Please sign me up for the TDS Remote Backup Service!

(Note: The backup service will be billed with your current support charges)

Authorized Signature *: _____

* By signing the above, I hereby certify that I am authorized by the pharmacy's management/owner to request services on their behalf.

Pharmacy Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Rx30 License #: _____ Email* _____

* If you wish to receive daily notification, please include email address.

Multiple store owners:

YES, Please sign up ALL of my Rx30 stores for the remote data backup service!

(I understand that each store will incur a \$1 per day charge)

Additional Store Names: (We will be in contact to get further store address/contact info.)

- 1) _____ 2) _____
- 3) _____ 4) _____
- 5) _____ 6) _____
- 7) _____ 8) _____
- 9) _____ 10) _____

**Please attach store/contact info, for any additional locations above and beyond those listed. **

Indemnification Agreement

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is entered into

this _____ day of _____, 20 _____, by and among TDS Operating, Inc.

("TDS" or "Indemnitee"), and _____ ("Customer" or "Indemnitor").

WHEREAS, TDS provides services to Customer relating to data backup and storage, and

WHEREAS, Indemnitor agrees to hold Indemnitee harmless for its actions relating to such services.

NOW, THEREFORE, in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto further agree as follows:

1. Recitals. The Recitals set forth in the "Whereas" clauses above are true and correct and incorporated herein and made a part hereof.
2. Disclaimer of Warranties. The backup service, including transmission, storage, viewing and retrieval of data and files is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable, and Indemnitor acknowledges that the quality and accuracy of Indemnitee's data backup services is dependent on the accuracy, quality, and reliability of Indemnitor's data. Accordingly, Indemnitor's use of the backup service is at its sole risk. The backup service is provided to Indemnitor on an "as is" basis. Indemnitee disclaims all warranties and conditions, express or implied, arising by law or otherwise, with respect to the backup service (including, without limitation, any implied warranties of merchantability, fitness for a particular purposes and non-infringement). Indemnitee makes no representation or warranty: (a) that the backup service will meet Indemnitor's needs; (b) that the backup service will be timely, error-free, uninterrupted, or virus-free; (c) that Indemnitor's data and files will not be lost or damaged; or (d) that the data on Indemnitor's desktop or server will not be lost or damaged. Indemnitor acknowledges that any material or data retrieved through the use of the backup service is done at Indemnitor's choice and risk and that Indemnitor will be solely responsible for any damage to its computer system or loss of data that results from the retrieval of such material or data.
3. Limitation and Liabilities. In no event shall Indemnitee have any obligation or liability to Indemnitor for the cost or procurement of substitute services or data or for any direct, indirect, incidental, special, exemplary or consequential damages (including, without limitation, any loss of data, revenue or profits or business interruption) or other pecuniary loss arising out of Indemnitor's use of the data backup service or Indemnitor's loss of data or files stored therein.
4. Indemnification. Indemnitor hereby agrees to hold Indemnitee harmless from and against any all losses, liabilities, claims, obligations, costs, damages and expenses whatsoever paid, incurred or suffered by Indemnitor relating to Indemnitee's data backup services, including but not limited to the loss and corruption of data stored in Indemnitor's account in the backup service or on Indemnitor's server or desktop.

5. Choice of Law; Venue. This Agreement and all rights and duties of the parties arising from or in any way relating to the subject matter of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal or equitable action or proceeding arising out of or construing this Agreement shall lie in the state courts of Orange County, Florida, or in the District Court for the Middle District of Florida, Orlando Division, and the parties hereto specifically waive any other jurisdiction or venue.

6. Attorneys' Fees. If any of the parties to this Agreement institute any action or proceeding to enforce the rights and duties of the parties hereto arising from or in any way relating to the subject matter of this Agreement, the prevailing party or parties in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all costs and expenses incurred by the prevailing party or parties in such action, including, but not limited to, reasonable attorneys' fees, paralegal fees, law clerk fees and other legal costs and expenses, whether incurred at or before the trial level or in any appellate, bankruptcy or other legal proceeding.

7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, whether or not any counterpart is signed by all of the parties hereto, and each counterpart shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. A facsimile of any party's signature to this Agreement shall be deemed an original signature for all purposes hereunder.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Customer

Signature: _____

Name: _____

Title: _____

Date: ____ / ____ / ____

TDS

Signature: _____

Name: _____

Title: _____

Date ____ / ____ / ____