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Client: -

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Agreement for the Provision of Secure Online Backup Storage

Main Support Number: - 01256 479700

This agreement is made between DISConsulting IT Ltd and

The Agreement describes the advice and services to be provided by DISConsulting for the fees described below. The Agreement takes effect from **2013**. The Agreement is subject to, and should be read in conjunction with, the DISConsulting IT Ltd Terms and Conditions relating to the Supply of Services dated April 2009, a copy of which are attached to this agreement.

This Agreement will last for a minimum period of 30 days and will be automatically renewed for subsequent further periods of 30 days unless 2 weeks' notice is given in writing by either party terminating the Agreement with effect from the next anniversary.

1. Service Description.

The Service provides the capability to store and retrieve your files and other data on DISConsulting's Backup system via the Internet during the Service Period (defined below), subject to the amount of online backup space provided with your service. The Service also gives you the ability to access and manage your data from any computer via a supported Internet browser. DISConsulting will provide to you the amount of back-up space that is mutually agreed upon at the time you order the Service. This can be increased or decreased at any time as is required. It is your responsibility to routinely back-up Your Data. The Service is an Internet control product that consists of client software installed on your personal computer that interacts with our online servers. The client software on your personal computer connects to a server network infrastructure that is deployed on the internet and operated as a managed service by DISConsulting and other service providers.

2. Service Period.

You will have certain rights to use the Software and access the Service during the Service Period. The "Service Period" shall begin on the date of purchase, and shall continue for a minimum of thirty (30) days from that date.

3. Your Responsibilities.

(a) **User Account.** A current Backup User Account ("Backup Account") is required to access and use the Service. If you do not have a Backup Account, you must complete the applicable registration process to create a Backup Account in order to use the service. You are entirely responsible for maintaining the confidentiality of your Backup Account password.

(b) **Communication Connections; Service Availability.** You are solely responsible for acquiring and maintaining the Internet or telecommunications services and devices required to access and/or use the Service. The Service is provided "as is" and "as available" and



DISConsulting shall not be liable for any downtime of the Service due to reasonable scheduled maintenance, maintenance for critical issues or forces beyond the reasonable control of DISConsulting.

(c) **User Conduct and Responsibility; Compliance with Applicable Laws.** Use of the Service (including the transmission of any Data you choose to store through the service) is subject to all applicable local, state, national and international laws and regulations. You agree to comply with such applicable laws and regulations and not to (i) use the Service for illegal purposes, (ii) transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy; (iii) transmit or store data belonging to another party without first obtaining all consents required by law from the data owner for transmission of the data to DISConsulting for storage within the United Kingdom; (iv) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs; (v) interfere with or disrupt servers or networks connected to the service; or (vi) attempt to gain unauthorized access to the service, the accounts of other service users, or computer systems or networks connected to the Service.

(d) **No Resale or Commercial Use of the Service.** Your right to use the Service is personal to you. You agree not to resell or make any commercial use of the Service.

(e) **Storage and Other Limitations.** DISConsulting assumes no responsibility for the deletion or failure to store Data.

The foregoing obligations regarding use of the Service apply to all use of the Service. You are solely responsible for the use of the Service, and the Data transmitted or stored through the Service, in connection with your Backup Account.

4. Service Fees and Payment.

All fees for the Service are charged automatically in arrears using the payment method you provide when you activate the service. If you provide your credit card information, you authorize DISConsulting to automatically charge your credit card for charges that apply to Your account. Fees are billed monthly in arrears and are subject to change. You will provide all information necessary for DISConsulting to bill for the Service. You affirm that the information you supply is correct and complete and will promptly notify DISConsulting whenever your personal or billing information changes. Specifically, if you elect to pay by credit card, you are responsible for directly updating, or notifying DISConsulting of any changes to your credit card (including, but not limited to card number, expiration date, billing address or card status).

If you upgrade your service during an existing subscription term, you will be billed in arrears for the new service.

If, at any time, the service fee is declined or otherwise rejected by your bank or credit card company or you otherwise fail to pay for the service, DISConsulting may immediately suspend your account until you provide a valid payment method and pay any past due amounts. You will have thirty (30) days to contact DISConsulting and update your payment method and have your account reactivated. If no action is taken, DISConsulting may terminate your account and your data will be permanently deleted. In order to reactivate your account, you will be charged any past due amounts and any fees incurred by DISConsulting for rejected payments. You may also be billed in advance for ongoing service as described above.



5. Software, Installation, and Use.

The Service includes the following personal computer desktop software and access to related Internet services, including but not limited to data storage, backup and restore.

DISConsulting hereby grants you a nonexclusive, nontransferable license to use the Software and access the Service solely in accordance with the terms and conditions of this Agreement. You may install the Software on the number of computers that are specified within the documentation of the Service or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Service. You may only use the Software in accordance with such specifications, each of which will be referred to as a licensed computer.

(b) You must agree to provide DISConsulting with accurate and truthful registration information, including, but not limited to, Your name, address, telephone number, and email address to keep Your registration information current during the Service Period as defined above.

6. Scope of License.

(a) The client Software and access to the Service is licensed, not sold. DISConsulting shall retain all right, title and interest in the Software and Service, including without limitation all intellectual property rights embodied therein. You do not acquire any rights, express or implied, in the Software and Service, other than those specified in this Agreement.

7. Termination; Suspension.

Your right to use the Service shall terminate upon expiration of the Service Period. In addition, DISConsulting may, at its sole discretion, immediately suspend or terminate use of the Service during the Service Period for your failure to or DISConsulting’s reasonable belief that you have failed, to comply with these terms and conditions or any other misuse of the Service. Following the expiration or termination of the Service Period:

- Data stored to the online backup space provided with Your Service will be at risk of being deleted;
- DISConsulting shall not be obligated to maintain such Data, forward such Data to You or a third party, or migrate such Data to another backup service or account.

8. Changes to the Service.

You shall have the right to receive new features to the Software and Service as DISConsulting, in its sole discretion, makes such features available during your service period.

Fees in the first year

During the first year a fee of £..... per annum plus VAT at the current rate, payable in **monthly installments of £..... plus VAT**, the first installment being due 30days from the commencement of the Agreement and from then on monthly. The fee is inclusive of the initial installation and setup of the software.

Customer:..... Signature of Acceptance:.....

Full Name:..... Date:

DISConsulting IT Ltd Tel No 01256 479700 Signed.....

