

## Storesafe Terms and Conditions

### 1. How these Terms and Conditions Work

1.1 These Terms and Conditions and the Master Services Terms and Conditions (the "MSTC") which are available on our website at [www.outsourcing.co.uk](http://www.outsourcing.co.uk) apply to the Storesafe Services you have asked us to provide. Please see clause 1 of the MSTC for details of how the Order Form, MSTC and these Terms and Conditions work together to govern our provision of the Storesafe Services to you.

1.2 The defined terms below apply in these Terms and Conditions.

**"Storesafe Services"** the facility for you to make periodic back-ups of data held in your servers to our servers via a connection over the world wide web;

**"Client Software"** software with which you can make back-ups of data held in your servers to our servers via a connection over the world wide web, including any related updates, upgrades, patches or fixes made available to us by our third party licensors for distribution to end users for free; and

**"Documentation"** the standard third party documentation delivered by us with the Client Software in hard copy or electronic format; and

### 2. What we will do

2.1 We will provide you with the Client Software and on request, with the Documentation.

### 3. What you will do

3.1 Unless you and we agree otherwise in writing, you are responsible for loading the Client Software onto Your Equipment in accordance with the Documentation so as to enable you to benefit from the Storesafe Services in advance of the Activation Date.

3.2 You will only use the Client Software and Documentation in order to benefit from the Storesafe Services.

3.3 To the extent that the Client Software and/or Documentation contain terms that relate to your use of software that is the property of a third party other than us or our Licensor (whether such software is comprised in the Client Software itself or which you use in order to benefit from the Storesafe Services), you will comply with those terms

3.4 You may not copy the Documentation. Where we provide the Documentation in electronic format, you may print one copy for your internal use.

### 4. Liability

4.1 To the fullest extent permitted by applicable law, any Client Software we licence or sub-licence to you, any related documentation and the Storesafe Services are provided to you on an "as is" basis, with all current defects included and without any express, implied, or statutory representation, warranty or condition of any kind (whether from us or from any persons who license software to us) including but not

limited to any warranty or condition of satisfactory quality, merchantability or fitness for a particular purpose, that the Client Software will meet your requirements, that the Client Software will work in combination with other software or hardware, that the operation of the Client Software will be uninterrupted or error free, that errors in the Client Software will be corrected, that it will identify or filter out all known spam, viruses or other programming routines that might cause you damage, that the Client Software does not breach third party Intellectual Property Rights, or that you will have quiet enjoyment of the Client Software.

- 4.2 To the fullest extent permitted by law, our Licensors, their affiliates and each of their licensor's and suppliers will not have any liability to you concerning the Services, regardless of whether such liability is (a) direct or (b) indirect, special or consequential. Except where expressly set out to the contrary in this Order, each of them have no obligation to provide support services to you; any such support services being exclusively provided by us or third parties on our behalf.
- 4.3 Save to the extent expressly set out to the contrary in this Order, you acknowledge and agree that any Client Software we licence or sub-licence to you, and the Storesafe Services are not designed or intended for use with equipment in hazardous environments in which their failure could lead to death or personal injury or severe physical, property or environmental damage. To the fullest extent permitted by law, we, our Licensors, their affiliates and each of their licensor's and suppliers will not have any liability to you for use of such Client Software by you and/or any use you make of the Client Services in each case in relation to such activities and disclaim any related representations, warranties and conditions, including as to fitness for purpose, in each case howsoever arising.

## **5. General**

- 5.1 Clauses 4 will continue to be in force even if this Order has terminated.