Byte House Online Backup Terms of Service

General terms of services

Interpretation

ByteHouse : A Division of Tristar Web Solutions Ltd, Trevelyan House, 7 Church Road, Welwyn Garden City, Hertfordshire, AL8 6NT

ByteHouse Group Company: Any holding company of Tristar Web Solutions Limited and any subsidiary of any such holding company.

ByteHouse Online Backup: The process of transferring server/ workstation/ laptop data from the customer network to the secure storage facilities at the Byte House Data Centre.

Customer: The party named on the order form

Data: Any program, file or other electronic information that is held or is copied to the secure storage facilities at the Byte House data centre.

Client Software: The downloadable software used by the Customer to transfer data from the Customer's servers/ workstations/ laptops to the ByteHouse remote storage servers.

Client licence: a single user licence issued to the Customer allowing a connection, via the Client Software, to the ByteHouse remote storage server for the placement of encrypted backup data.

Service: Refers to the online backup service as specified in the service schedule under the product name "ByteHouse online Backup"

Initial Term: The period of service provision agreed in the service schedule

Designated Administrator: The individual named as designated administrator in the service schedule.

0.0 Additional Definitions

0.1 The Data: The digital information provided by the Customer to ByteHouse through the use of the Software to be stored on ByteHouse servers.

0.2 Data Controller: As defined in the Data Protection Act 1998

0.3 Data Processor: As defined in the Data Protection Act 1998

0.4 Public Key: The published part of an asymmetric encryption key pair which a person intends third parties to use to encrypt data for the benefit of the person generating the key and which can only be decrypted by the use of the corresponding private key which is kept secure by the key generator

0.5 The Software: The ByteHouse Client Software as updated by ByteHouse from time to time

1.0 Provision

1.1 ByteHouse will provide the Service to the Customer in accordance with these Conditions.

1.2 ByteHouse will endeavour to provide the Service by an agreed date with the Customer. Each installation may have differing deciding factors that will affect the predicted provision date. All dates are estimates and ByteHouse has no liability for any failure to meet any date, unless the Customer's agreement provides expressly in relation to any such date that time isof the essence.

1.3 Subject to Clause 9 below, ByteHouse will provide the Service with reasonable skill and care and in accordance with the ByteHouse technical procedure

1.4 ByteHouse has taken care and made investment in technologies to ensure an uninterruptible service. There are, however, some technical services that are beyond the remit of ByteHouse, such as the customers internet connection, which is not provided by ByteHouse, and also the Telco connectivity into the ByteHouse data centre. Despite redundancy techniques for the latter, it is always theoretically possible, if unlikely, that all redundant services suffer coincidental outages at the same time. ByteHouse has set up its infrastructure to reduce the probability of this happening.

1.5 ByteHouse does not warrant that the client software is free from errors or omissions or that the Service is fault free. ByteHouse will at its option either repair or replace the client software within a reasonable time if it significantly impairs the Service.

1.6 Occasionally ByteHouse may temporarily suspend the Service because of an emergency or for operational reasons, maintenance or improvements. In such circumstances, ByteHouse will seek to restore the Service as soon as possible.

1.7 Before suspending the Service, ByteHouse will give the Customer as much notice as possible.

2.0 Usage

2.1 The Customer is responsible for the provision of suitable hardware to run the Client Software. Any consequential issues or degradation of other, non- ByteHouse provided services on the client hardware is not considered the responsibility of ByteHouse to resolve. ByteHouse can offer a consultancy service on appropriate changes to the server hardware or configuration, and a consultancy fee will apply.

2.2 The Customer is directly responsible for the provision of the internet connectivity that is used to connect to the ByteHouse remote storage servers.

2.3 **This Service is provided solely for the Customer's own use and the Customer will not resell, attempt to resell, or share the use of the Service (or any part or facility of it) to or with any third party.**

2.4 The Customer will comply at all times with the Data Protection Act 1998 (or any other applicable data protection legislation).

2.5 The Customer will take all reasonable steps to ensure that any person who may have access to the Service complies with the conditions of this Contract.

2.6 The Customer will comply with all reasonable instructions which ByteHouse may give from time to time regarding the use of the Service.

2.7 The Customer hereby indemnifies ByteHouse in respect of, and undertakes to hold it harmless against, any claims or legal proceedings in respect of loss, damage or injury and any costs and expenses arising in connection with them which are brought or threatened against ByteHouse by a third party for breach of the End User Licence.

2.8 ByteHouse will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

3.0 Intellectual Property Rights

3.1 The Customer will not, without ByteHouse's prior written consent, copy the End User Licence or decompile or modify the Software, nor copy the manuals or documentation except as permitted by law.

3.2 The Customer will effect and maintain adequate security measures to safeguard the Software from access or use by any unauthorised person.

3.3 Before using the Service or the Software the Customer shall first sign or otherwise accept the terms of the End User Licence to protect the licensor's interest in that Software.

3.4 The Customer will comply with the terms of the End User Licence at all times.

4.0 Intellectual Property Right Indemnities

4.1 ByteHouse hereby indemnifies the Customer against all claims and proceedings arising from infringement of any intellectual property rights by reason of ByteHouse's provision of the Service to the Customer. As a condition of this indemnity the Customer must:

4.1.1 Notify ByteHouse promptly in writing of any allegation of infringement;

4.1.2 Make no admission relating to the infringement;

4.1.3 Allow ByteHouse to conduct all negotiations and proceedings and give ByteHouse all reasonable assistance in doing so (ByteHouse will pay the Customer's reasonable expenses for such assistance); and

4.1.4 Allow ByteHouse to modify the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service.

5.0 Acceptable Usage Policy

5.1 The Customer hereby undertakes with Bytehouse not to use the Services to store or transmit any data which are obscene, illegal, defamatory or which breach the rights of any third party and to fully and effectively indemnify ByteHouse against any cost, claim or expense arising from any breach or suspected breach of such undertaking.

5.2 The above indemnity does not apply to infringements caused by the use of the Service in conjunction with other equipment, software or services not supplied by ByteHouse or to infringements caused by designs or specifications made by, or on behalf of, the Customer. The Customer hereby indemnifies ByteHouse against all claims, proceedings and expenses arising from such infringements.

5.3 The limitations and exclusions of liability contained in clause 9 do not apply to the indemnities given by the Customer in favour of ByteHouse

6.0 Confidentiality

6.1 The parties will, during this Contract and for a period of 2 years after its termination, keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract and will not, without the written consent of the other party, disclose that information to any person (other than their employees or professional advisers, or in the case of ByteHouse the employees of ByteHouse or their suppliers, who need to know the information).

6.2 This Clause will not apply to:

6.2.1 Any information which has been published other than through a breach of this Contract;

6.2.2 Information lawfully in the possession of the recipient before the disclosure under this Contract took place;

6.2.3 Information obtained from a third party who is free to disclose it; and

6.2.4 Information which a party is requested to disclose and, if it did not, could be required to do so by law.

6.3 This Clause will survive the termination of this Contract.

7.0 Charges and Payments

7.1 The charges for the Service will be calculated in accordance with the charges set out on the ByteHouse website http://ultrabackup.bytehouse.co.uk, or the custom service schedule and will commence from the date of completion of the Order Form for the Service.

7.2 The charges for the Service are payable on demand. ByteHouse may charge daily interest on late payments at a rate equal to 5% per annum above the base lending rate of Natwest Bank Plc or as prescribed by Late Payment of Commercial Debts (Interest) Act 1998, whether or not such Act applies to the debt in question.

7.3 All invoices will be invoiced and paid in pounds sterling unless otherwise specifically requested by the Customer. Value Added Tax use tax or like charge in a country where the Service is provided, which is payable by the Customer will be added to ByteHouse's invoices as appropriate.

7.4 ByteHouse may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

8.0 Warranty

8.1 Subject to Clause 9 below, ByteHouse expressly warrants that it will carry out the Services with reasonable skill and care.

9.0 Limitation of Liability

9.1 Except as expressly stated in this agreement, ByteHouse has no liability to the Customer for any loss or damage whatsoever arising out of or in connection with this Contract or the supply of services thereunder, whether arising in contract, tort (including negligence and breach of statutory duty) or otherwise. ByteHouse's total aggregate liability to you in connection with this Contract in any one calendar month shall not exceed 125% of the amount received by ByteHouse (excluding VAT) from you under this Contract in such calendar month.

9.2 Neither party shall, in any event, be liable or responsible to the other for any indirect, incidental, special or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused whether arising under contract, tort (including negligence and breach of statutory duty) or otherwise, including without limitation, loss of documentation, loss or corruption of data, loss of profits or of contracts, remedial costs, loss of operation or staff time, costs of obtaining substitute goods or services and loss of goodwill or anticipated savings, even if it has been advised of the possibility. ByteHouse cannot and does not know the value of the data the Customer has stored and accordingly the Customer is in a better position than ByteHouse to assess the risk of loss of data and undertakes to effect and maintain in force appropriate insurance

9.3 The express warranties given in this Contract are in lieu of all warranties, conditions, terms, representations, undertakings and obligations (express or implied) imposed by statute, common law or otherwise all of which are hereby excluded to the maximum extent permitted by law.

9.4 The above exclusions and limitations shall apply to the fullest extent permissible at law but neither party excludes or limits liability for death or personal injury caused by its negligence or that of its employees or agents and for which it is responsible, or for fraud or wilful deceit and nothing in this Contract shall have the effect of derogating from the statutory rights of a consumer as defined in the Consumer Transactions Order 1976 (as amended).

9.5 The parties hereby acknowledge that the exclusions set out above are fair and reasonable in all the circumstances and that the exclusions and limitations of liability set out above are reasonable notwithstanding that they may have the effect of protecting ByteHouse from losses for which it may be insured (and the parties acknowledge that there are sound commercial reasons for so doing, such as maintaining a good insurance claims record)

9.6 No indemnity in this Contract shall be effective to the extent that it has the effect of excluding or restricting liability.

9.7 The Customer agrees fully and effectively to indemnify ByteHouse against any claim, cost or expense arising in any way from any breach by the Customer of this Contract.

10.0 Force Majeure

10.1 If either party is unable to perform any obligation under this Contract because of a matter beyond its reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts of local or central Government or other competent authorities or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.

10.2 In the event of the imposition of restrictions of a legal or regulatory nature which prevent ByteHouse from supplying the Service then ByteHouse will have no liability to the Customer for failure to supply the Service.

10.3 If any of the events detailed continue for more than 1 month either party may serve notice on the other terminating this Contract.

11.0 Termination of this Agreement by Notice

11.1 After expiry of the initial term, either party may terminate this Contact with 1 month's notice given to the other in writing.

11.2 If the Customer terminates, or purports to terminate, this Contract during the initial term other than by reason of Force Majeure or because ByteHouse has increased the charges or has materially changed the conditions of this Contract to the Customer's detriment, the Customer shall become liable forthwith to pay ByteHouse's termination charge, the amount whereof shall be equal to the aggregate charges due in respect of the remaining period of the initial term.

11.3 This Contract shall terminate automatically on termination of the End User License howsoever terminated.

12.0 Consequences of Termination

12.1 Following the termination of this Contract for whatever reason:

12.1.1 The Customer will immediately uninstall the Client software and manuals together with all copies in any form, including copies on any hard and backup disks; and

12.1.2 Immediately discontinue any use of the software or documentation supplied as part of this Contract.

12.2 All backed up files will be permanently deleted upon expiry of a period of 60 days thereafter.

12.3 ByteHouse will have the right at any time to delete any stored Data without thereby incurring any liability for loss or damage to the Customer or to any other person .

13.0 Breaches of this Agreement

13.1 Either party may terminate this Contract immediately on notice, if the other:

13.1.1 Commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of receipt of a written notice to do so; or

13.1.2 Commits a material breach of this Contract which cannot be remedied; or

13.1.3 Is repeatedly in breach of this Contract; or is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over their assets.

13.2 If ByteHouse is entitled to terminate this Contract as above, ByteHouse may, on giving prior notice where practicable, suspend the Service without prejudice to such rights. Where the Service is suspended under this paragraph the Customer must pay the charges for the Service until this Contract is terminated.

13.3 If this Contract is terminated by ByteHouse during the initial term because of a breach of this Contract the Customer shall pay ByteHouse, without prejudice to any other rights ByteHouse may have, the termination charges specified in **"Termination of this agreement by notice"**

13.4 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

14.0 Changes to this Agreement

14.1 ByteHouse reserves the right to modify the conditions of this Contract and the charges for the Service at any time. ByteHouse will give the Customer 28 days notice of the changes by way of email to the designated administrator.

15.0 Transfer of Rights and Obligations

15.1 This Contract will be binding upon the respective successors and permitted assigns of the parties. Notwithstanding the foregoing the Customer's rights and obligations under this Contract shall be personal to it and may not be assigned without the prior written consent of ByteHouse .

15.2 Neither party may (subject to the proviso hereto) transfer any of its rights or obligations under this Contract, without the written consent of the other provided that ByteHouse may transfer any or all of its rights or obligations (or both) and delegate any of its powers hereunder to a ByteHouse Group Company without first obtaining the consent of the Customer.

16.0 Entire Agreement

16.1 ThisContract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

16.2 The parties acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and in connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded.

16.3 The provisions of the above two paragraphs shall not affect the rights or remedies of either party in relation to any fraud or fraudulent misrepresentation.

16.4 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

17.0 Notices

17.1 Notices given by the customer to ByteHouse under this Contract must be in writing and delivered by e-mail and post to the following addresses support@bytehouse.co.uk;

ByteHouse
Trevelyan House
7 Church Street
Welwyn Garden City
Herts., AL8 6NT

17.2 Notices given by ByteHouse to the Customer under this Contract must, except for notices given after the initial term, be in writing and may be delivered by email to the email address provided by the customer upon purchase of the service, by hand, by courier, or sent by first class post to the customer at the address to which the customer asks ByteHouse to send invoices.

18.0 Severability

18.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision omitted.

19.0 Law and Jurisdiction

19.1 This Contract is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

20.0 General

20.1 No Waiver of Default. No waiver will be effective unless documented in a writing signed by an authorized representative of the party against which enforcement of the waiver is sought. The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement, or the exercise of any option, right, or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right, or remedy, and such term, provision, option, right, or remedy shall continue and remain in full force and effect.

20.2 Non-Solicitation. During the term of this **Contract** and for a period of one (1) year after the termination of this **Contract**, the Customer shall not, by his officers, employees or agents, directly or indirectly solicit, discuss employment with, offer employment to, nor otherwise use, hire, or utilize the services of any employee of ByteHouse or any person who has been employed by ByteHouse within one (1) year prior to the date of solicitation, hiring, or other such activity.

20.3 Statute of Limitations. Any action arising out of, resulting from, or in any way connected with this **Contract** shall be barred unless brought within one (1) year after the injured party first had or should reasonably have had knowledge of the facts giving rise to the cause of action.

20.4. Effect of Termination. On termination of this Contract however caused, and without prejudice to the provisions of Clause 12.2, ByteHouse's obligation to retain any Data ceases, and ByteHouse shall be permitted to delete any Data held on its servers.

20.5 References to Legislation. Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this Contract the same shall not have effected a substantive change to that provision.

20.6 Singular and Plural and Gender. The singular includes the plural and vice versa and any gender includes any other gender.

20.7 Headings. The headings of this Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

20.8. Cumulative Remedies

20.8.1 The provisions of this Contract, and the rights and remedies of the parties under it are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity.

20.8.2 No exercise by a party of any one right or remedy under this Contract, or at law or in equity, shall (save to the extent, if any, provided expressly in this Contract, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

Service Schedule Addendum

21 ByteHouse Ultra Online Backup Service Description

The Service comprises an on-line back-up, retrieval and restoration service for data held on servers, workstations and laptops as described in 0.1, together with a support service described in 0.2. The back-up, retrieval and restoration service is provided through secure, fast transmission over the internet to the ByteHouse Ultra Secure Data Centre. With the appropriate authentication this data can be retrieved and transferred to anywhere in the world.

22 Back-up, Retrieval and Restoration Service

22.1 The Customer, having downloaded the Software, is able to schedule automated Backups as well as performing manual backups, restorations and retrievals as follows

22.2.1 Data to be backed up by the Software is selected by the Customer. Consultation and advice on these matters can be provided by ByteHouse engineers.

22.2.2 A back-up event is triggered by the Software either manually or automatically. Such an event may be the elapse of a period of time since the last back-up or shutdown of the personal or laptop computer.

22.2.3 The Software requires an internet connection via the Customer's Internet Service Provider.

22.2.4 The Data is compressed, encrypted and uploaded to the ByteHouse remote storage sever system in a military grade nuclear proof data centre. The data travels across the internet, across ByteHouse's or a third party's leased lines, and through the BGP router system and firewall at the data centre.

22.2.5 After completion of a backup routine, the user receives a backup report via email. These emails are sent out from the ByteHouse remote storage system every 2 hours.

22.2.6 Redundancy is in place for all hardware at the entrance point of the ByteHouse network right the way through to the hard disk storage system, to reduce the risk of suspension of services due to hardware outages.

22.2.7 Data can be retained for as long as the customer desires, but this may result in greater storage requirements, and therefore higher costs.

22.2.8 The restoration process works in a similar manner, allowing the Customer to select the versions he/she wishes to restore and enabling retrieval of those files. It is also possible for the Customer to restore sets of Data from specific dates.

22.2.9 Further details on the technical specifications of the backup process can be found in the ByteHouse Ultra online backup user manual.

23.0. Payment of Fees

23.1 The Customer agrees to pay the Usage Fees (as set out in clause 24.0) without any deduction therefrom whether in respect of an alleged set-off or otherwise on the due date for payment thereof.

23.2 All fees are payable annually in advance, without any deduction and the Customer hereby authorises ByteHouse to use the credit card/debit card entered when the Customer signed up (or as updated) or any direct debit set up with the Customer to pay all such fees and other charges under this **Contract** as they become due. Where any of the Customer's credit/debit card or direct debit payments is refused or reverse charged (other than through the default of ByteHouse) ByteHouse reserves the right to charge an administration fee of £20 on each and every occasion where this occurs to cover ByteHouse's time and expense. The Customer undertakes to inform ByteHouse each time its credit/debit card or bank details change.

23.3 ByteHouse reserves the right to charge interest on all late payments at the rate prescribed in Clause 7.2, or, if ByteHouse shall so elect, at the rate prescribed by Late Payment of Commercial Debts (Interest) Act 1998, whether or not such act applies to the debt in question.

24.0 Usage Fees

24.1 Usage Fees are calculated on the basis of the average amount of data held on the ByteHouse servers after compression rounded up to the nearest megabyte.

24.2 If the Customer exceeds its Storage Band, ByteHouse will automatically upgrade the Customer to the next Storage Band and charge it pro rata in advance for such Storage Band for the remainder of the term.of this Contract.

25. Availability and service levels

24.1 ByteHouse does not undertake to provide the Services 24/7/365 but shall use reasonable commercial endeavours to make the Services available.

24.2 Subject always to its obligation to provide the Services with reasonable skill and care, ByteHouse shall not be liable for failure to provide the Services.

26.0 Ownership of Data

26.1 The Customer acknowledges and confirms that it owns or is licensed and is permitted to transmit to ByteHouse all Data without breach of any law, agreement, arrangement or duty or the rights of any third party.

26.2 The Customer acknowledges that ByteHouse has no effective access to the content of Data transmitted to ByteHouse using the Service as all Data is encrypted prior to transmission to ByteHouse using an algorithm which ByteHouse has no practical means of reversing in the absence of a password.

26.3 The Customer undertakes never to transfer to ByteHouse in whatever form (including but not limited to written or spoken) and for whatever reason any encryption key (except a Public Key), decryption key, password or other access token except only where such encryption key, decryption key or password is itself encrypted as part of the Data in a way which prevents ByteHouse from accessing it.

26.4 In no circumstances will ByteHouse attempt any processing of any Data supplied to ByteHouse under this Contract other than storage and retrieval of encrypted data blocks.

26.5 So far as ByteHouse is aware of the current state of the art, loss by the Customer of its password or encryption key will result in irretrievable loss of Data and no practical means exists of recovering such Data.

26.6 ByteHouse will never attempt to assist the recovery of any Data where loss is caused by the loss of or corruption to any encryption key.

27.0. Data Protection

27.1 ByteHouse stores the Data within the United Kingdom, but is not a Data Controller in relation to such Data as it has no access to nor ability to process such Data (whether pursuant to the Customer's instructions or otherwise) other to obtain or release such Data pursuant to instructions directed directly at the ByteHouse servers by you.

27.2 ByteHouse refuses to process or attempt to process any Data other than in accordance with clause 26.1 above.

27.3 The Customer acknowledges that as holder of the decryption keys associated with the Data the security of the Data is entirely within its control. ByteHouse will use all reasonable endeavours not to permit anyone who does not have the appropriate access keys to have access to the Data (and then only in encrypted form) and the Customer acknowledges and confirms that this satisfies the requirements of the seventh Data Protection Principle (security).

28.0. Use of service

28.1 The Customer undertakes to use the Service and to access the ByteHouse equipment solely through use of the Software as supplied to the Customer and unmodified and the Customer acknowledges and confirms that any other use of ByteHouse equipment is UNAUTHORISED AND MAY THEREFORE AMOUNT TO AN OFFENCE UNDER THE PROVISIONS OF THE COMPUTER

MISUSE ACT, and undertakes with ByteHouse not to assist or permit any other person so to access the ByteHouse equipment.

29.0 Use and Updating of Software

29.1 The Customer will be responsible for downloading the Software from the ByteHouse servers and installing it on your equipment.

29.2 The Customer undertakes to update the Software promptly on notification by ByteHouse as subsequent versions are released.

29.3 The Customer acknowledges that the Software's feature set may vary from release to release.

29.4 ByteHouse accepts no liability for any failure in the Service where:

29.4.1 the Customer attempts to access them with a version of the Software which is not current;

29.4.2 the Software fails owing to:

29.4.2.1 the Customer's failure to follow instructions correctly;

29.4.2.2 failure of the Software to interoperate with other software (including firmware);

29.4.2.3 hardware malfunctions;

29.4.3 there is any corruption or failure of encryption or decryption key;

29.4.4 the loss or corruption of any password or other identification token;

29.4.5 loss of or corruption of data caused while the data is in transit to or from the ByteHouse storage facility;

29.4.6 the Customer is frozen out of access to the Services owing to a denial of service attack.

30.0 License to software

30.1 For such period as ByteHouse is contracted to provide the Services, the Software is licensed to the Customer pursuant to the End User Licence Agreement as amended from time to time.

30.2 The End User Licence Agreement is incorporated into this Agreement

30.3 The licence referred to in Clause 30.1 above extends to any amendments, modifications bug fixes or version releases that may be issued from time to time.

31.0. Suspension of service

31.1 Without prejudice to any other remedy it may have, including but not limited to any remedy under Clause 13.2, ByteHouse is permitted to suspend the services

31.1.1 if the Customer is in breach of any term of this Agreement (including the End User Licence Agreement);

31.1.2 if the Customer owes any money to ByteHouse (whether under this Agreement or otherwise) and such sums are due and payable;

31.1.3 where ByteHouse reasonably suspects that the Customer is in breach of any term of this Contract or reasonably anticipates that the Customer will be in breach of any such term;

31.1.4 where ByteHouse reasonably suspects that the security of its systems is or is about to be compromised

31.2 Should ByteHouse revoke such suspension, it does not guarantee the retention or integrity of any data stored pursuant to the Services while such suspension is in place.

31.3 The Customer's licence to use the Software is suspended for such time as the Service is suspended pursuant to clause 13.2 above.

31.4 Fees continue to accrue and be payable at any time while the Services are suspended pursuant to clause 31.1 above.

32.0 Technical Support Helpdesk

Technical support can be obtained by emailing support@bytehouse.co.uk or calling 0870 998 2222