

# **Internet For Business**

## **Standard Terms and Conditions**

### **Backup and Recovery, Cloud, Connectivity and Hosting**

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## 1. Definitions

In this Contract unless the context otherwise requires:

**Backup and Recovery** means the service provided by IFB which permits Client data to be backed up from their servers or attached storage devices.

**Bandwidth** means the rate that data can be transferred, typically measured in bits per second, between the Internet and the Client via the Connection. Due to the nature of how the Internet operates this can only be guaranteed between IFB's network and the Client.

**Charges** means the charges as agreed in the accepted IFB Proposal Document for products and services requested or incurred during the Contract Period.

**Client** means an organisation or individual with whom IFB makes this Contract and is identified with his /her authorised signature on the proposal document as a party to this Contract. This shall include a person appearing to IFB to act with that Client's authority.

**Client Data** means the data inputted by the Client, or IFB on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

**Cloud or Cloud Services** means the combined use of key secured shared services including connectivity, compute and storage capacity owned and operated by IFB for use by clients. This service most closely follows the Infrastructure as a Service (IaaS) model and IFB shall provide virtual machines (virtual machines being segregated Client servers with data processing capabilities hosted within IFB's shared facilities) and licensed operating systems on its platforms.

**Connection** means the link between the Client specified Site(s) and / or IFB's network.

**Contract** means the contract between IFB and the Client, the contract comprises IFB's standard Terms and Conditions and the signed Proposal Document.

**Contract Period** means the minimum term that IFB has agreed to provide the Service and the client has agreed to pay for the Service as detailed in the Proposal Document, Contract Period commences from service live date.

**Hosting** means the physical environment provided within IFB's data centres designed to maintain and manage Client devices and associated supporting services.

**IFB** means Internet For Business Limited, incorporated in Scotland, company Number 159601 and having its registered office at Building 54, 54 Hareness Road, Aberdeen, AB12 3LE.

**Internet** means the global data network comprising Internet connected networks using TCP/IP.

**Normal Business Hours** means Monday to Friday between the hours of 09:00 and 17:30.

**POP** means a Point of Presence and normally indicates the nearest or most suitable IFB network location used to connect the Client Site to IFB's network.

**Proposal Document** means the IFB generated Proposal Document on which the service provision has been agreed between IFB and the Client. The Proposal Document will carry an IFB Job/Quote reference. The Proposal Document and IFB's Standard Terms and Conditions comprise the contract.

**Service** means the Backup and Recovery, Cloud, Connectivity and Hosting services as defined within the Proposal Document.

**Service Details** means details of the service provided to the Client by IFB as agreed in the Proposal Document.

**Site(s)** means the Client specified location(s) at which IFB delivers services for the Client. These may be identified by a permanent postal address or, in the event of a non fixed user, as a mobile user account.

**Service Level Contract (SLA)** means the service levels defined in Clauses 3 and 4 of this Contract.

**Service Live Date** means the date from which IFB can demonstrate that the service is live and ready to use or where the service is being used in part or in whole by the Client.

**Working Days** means Monday to Friday and excludes public holidays.

## 2. Service Commencement and Provisioning

The Service, unless otherwise agreed in the proposal document, shall be provided for a minimum contract period of thirty six (36) months, at the end of this term the contract will automatically be renewed for an extension equivalent to the initial Contract Period of thirty six (36) months. The contract period will commence upon the service live date, usually when IFB can demonstrate that the service is live and ready to use or where the service is being used in part or in whole by the Client. IFB will confirm the service live date in writing to the Client.

Specifically:

- A **Backup & Recovery** service will be deemed live when IFB have made ready the Client's server(s) by installing the appropriate MediaAgent software in conjunction with a client server administrator.
- A **Cloud** service will be deemed live once IFB has configured the services and provided the Client with full access to the virtual machines and has advised the Client that access is available.
- A **Connection** will be deemed live and ready for use after appropriate testing by IFB or its supplier, the Client will be advised via email.
- A **Hosted** service will be deemed live when IFB has received a signed proposal document, reserved the rack space and advised the client that it is ready for use.

### Service Provision Timescales

#### Connectivity Services

IFB will provide an estimated lead time for fixed Connection services at the time of quotation and once IFB receives an official order. Depending on the Telco used a site survey is usually completed within 25 working days of the date of order, once the site survey has taken place the Telco will provide an Estimated Delivery Date (EDD) which will be issued to the client via regular IFB updates.

After completion of site survey the Teleco may advise IFB that they cannot perform a standard install and that Excess Construction Charges (ECC) will be applicable. IFB will advise the client by email if ECCs have been identified, ECC's are in addition to any install charges that have been detailed and agreed in the Proposal Document. If ECCs have been identified the client will have the right to terminate the order without penalty within 20 working days of being advised of the ECCs.

The provisioning timescale may be affected where the Teleco has a need to use subcontractors to provide the Connection and where this provision requires planning, wayleave and engineering involvement. All fibre services are delivered via an underground network of ducting and chambers, it is not unusual for ducting to become damaged or blocked over time due to other civil engineering works. If blocked ducts are identified by the teleco this may delay the service installation due to the requirement for planning and local authority approval for temporary road closures to allow access to the blocked ducts. IFB will use all reasonable endeavours to adhere to dates stated in our EDD and will communicate all changes and variances in the EDD to the Client as available by electronic ticket or telephone.

Due to the potential requirement for civils work IFB cannot guarantee service delivery dates, EDDs are to be treated as an estimate only and IFB accepts no liability for the failure of the teleco to meet such dates.

#### Multiple circuit solutions

Where the client solution requires the installation of multiple fibre circuits IFB will use best endeavours to ensure that all the circuits are installed with a consolidated live date. However, IFB cannot guarantee a consolidated live date due to the nature of circuit installations which are dependent on several factors outwith IFB's direct control, for example; completion of legal wayleave documentation by the clients' landlord, provision of access for site surveys and sub-contracted civils work. IFB will issue invoices for each individual circuit as and when they are installed and the teleco supplier has issued a completion certificate.

#### Replacement circuit installations with billing overlap

Where the services detailed in the Proposal Document are for the installation of a circuit to replace an existing IFB circuit service there will be a minimum of a 2 week billing overlap. IFB will keep both circuit services live for a period of 2 weeks to ensure sufficient time for the migration and testing of the new service, the client will be liable for the costs of both services during this period. Please advise your IFB account manager if you would like to retain both services for the purpose of resilience.

#### Installation of circuits to new office builds

Please ensure you advise your IFB account manager if the service detailed in the Proposal Document is to be installed in a new office build and the date that this office will be commissioned. Due to the nature of circuit installations which are dependent on several factors outwith IFB's direct control we cannot guarantee that a service will be installed on a certain date, for this reason it is imperative that the circuit order is placed as early as possible so as not to delay the opening of a new office. Please be advised that the teleco will not carry out a

site survey if the communications room is not ready and if power is not available. IFB would recommend the installation of an analogue phone line and broadband service as early as possible to ensure connectivity is available on-site to allow for internal network testing, the broadband service can be retained as a backup once the circuit installation has been completed.

**Backup and Recovery, Cloud and Hosting Services**

Provisioning timescales for Backup and Recovery, Cloud and Hosting services are 15 working days from the point of ordering unless otherwise agreed with IFB’s Client Support Department.

<p><b>Step One</b></p>	<ul style="list-style-type: none"> <li>• Order validation</li> <li>• Order acknowledgment issued to client</li> <li>• Schedule periodic service delivery updates (if relevant)</li> </ul> <p>Normally completed within 3 workings days</p>
<p><b>Step Two</b></p>	<ul style="list-style-type: none"> <li>• Technical validation</li> <li>• 3rd party service/product order (as required)</li> <li>• Site survey (as required)</li> <li>• Client advised if site survey identifies additional charges (ECCs)</li> <li>• Capacity planning (start to build)</li> <li>• Create SLA</li> <li>• Arrange client presentation equipment</li> <li>• Site access requests</li> <li>• Engage operations delivery</li> <li>• Issue an Estimated Delivery Date (EDD)</li> </ul> <p>The teleco site survey should take place within 25 working days from the date of order of all fibre circuits. An EDD for circuit installations will be issued on completion of this stage.</p>
<p><b>Step Three</b></p>	<ul style="list-style-type: none"> <li>• Client site access requests</li> <li>• Wayleave authorisation (if required)</li> <li>• Civils work (if required)</li> <li>• Circuit install</li> <li>• IFB provided hardware shipped preconfigured to the client site</li> <li>• Teleco circuit testing</li> </ul> <p>Time to complete varies depending on the work involved to deliver the service.</p>
<p><b>Step Four</b></p>	<ul style="list-style-type: none"> <li>• Network Configuration</li> <li>• Final End to End test</li> <li>• Delivery complete</li> </ul> <p>Standard service delivery is usually up to 65 working days but this can vary depending on the teleco used and the requirement for civils work.</p>

**3. Service Levels**

IFB will ensure that the Client can contact (by telephone through automated attendant or email) an Engineer at all times (24/7/365) for major faults affecting Hardware or Core Software components (expressly being defined as faults which materially prejudice and interrupt the operation of the Service) and for general troubleshooting help during Normal Business Hours, in each case subject to the SLA.

In all viable circumstances IFB operates systems which actively monitor key and supported services 24x7x365 for both performance and availability. These systems automatically report to the IFB Client Support Department any measurable variance in predefined performance so that action can be taken to rectify any issues as early as possible.

Where automated monitoring is not viable the SLA Contract calculations only commence when IFB has been advised of a fault by the Client or their authorised party through the correct channels, eg. where the **Connection** is an "IFB Fixed Line" point to point circuit connecting two Client sites, IFB is unable to apply network monitoring controls to the service as IFB has no visibility of the terminating hardware.

**Backup & Recovery:** availability calculations are based on fully redundant options being contracted to the Client, i.e. dual network connections between the Clients servers and IFB’s backup and recovery network.

Calculations are produced retrospectively on a monthly basis utilising IFB’s Commvault software platform for internal analysis.

**Cloud Service:** availability is determined by the uptime of the infrastructure and supporting services. IFB’s cloud infrastructure has a resilient secondary site where the data is replicated in real time. IFB has built in 2 layers of resilience to this service, if an individual server fails the system automatically brings up all affected virtual machines on another server in a matter of minutes. If the platform suffers a site failure all services automatically begin spinning-up on the secondary site, time to spin-up is dependent on the current load on the system but it is anticipated that all affected services will be fully operational within 6 hours.

**Connectivity:** service is deemed to be functioning if an ICMP echo reply is received by the IFB network monitoring devices for each echo request sent. In the case where the Client is responsible for, or has access to, the router the Client must first prove to the satisfaction of IFB that their hardware is not at fault before the link will be accepted as not operational. A particular network connection is functioning if a PING command will reach the far end router from the IFB hub router. In the case where IFB are not in control of the router at the far end of a link, and that router is not operational but there is no fault on the circuit, the link will be deemed to be operational.

**Hosting:** uptime calculations are based on fully redundant options being contracted to the Client, i.e. dual power feeds, dual network feeds etc. Where this is not the case a revised SLA will be issued to the Client.

**Service Availability**

Percentage availability for network connectivity and associated services is calculated at the end of each calendar month as being the percentage of time during that month when the service has functioned within the terms of the Contract. This is a calculation based on total service availability including, where applicable, hardware covered by a support Contract but excluding emergency and scheduled maintenance. IFB will report to the Client via email any service interruption which we are made aware of through active monitoring and reporting. Service compensation is calculated in accordance with Clause 4 below.

**4. Service Availability Calculation Table**

Service Parameters	Internet Leased Line	Managed Line	Fixed Line	Wireless Point to Point	Cloud	Hosting	Backup & Recovery
<b>IFB time to respond to faults</b> (as a maximum)	1 hour	1 hour	1 hour	1 hour	1 hour	1 hour	1 hour
<b>Target time to fix</b>	5 hours	5 hours	5 hours	5 hours	5 hours	5 hours	5 hours
<b>Service availability</b> (1)	99.95% (2)	99.95% (3)	99.95% (4)	99.95% (2)	99.95% (5)	99.95% (6)	99.95% (7)
<b>Service specific IFB managed hardware</b> (does not affect separate hardware support contracts)	Next Business Day (NBD)			NBD (8)			
<b>SLA compensation calculation</b> (9, 10)	$\text{annual rental}/365/24 = \text{hourly rate}$ $\text{hourly rate} \times \text{duration of service unavailability below 99.95\%} = \text{£compensation payment}$						

**Notes**

1. Service availability is calculated per calendar month
2. Uptime of connection to the nearest IFB network POP
3. Uptime of connection between A and B ends of the circuit
4. Uptime of connection between A and B ends of the circuit, this is an un-monitored service and the SLA clock commences from when the client advises IFB of the service outage

5. 99.95% uptime of virtual machines
6. 99.95% power and network availability
7. 99.95% access to data availability
8. Time to replace a faulty antenna at the client site is dependent on contractor and site access availability, compensation is paid for the duration of the outage as per the SLA compensation calculation
9. SLA compensation payments will be made for each clock hour that the service is unavailable below the service availability threshold of 99.95% per calendar month
10. Any notified periods of scheduled or emergency maintenance are excluded from the SLA compensation calculation

### **Calculation of Timings**

#### **Backup and Recovery**

Backup and Recovery services are deemed to be unavailable where a backup cannot take place on the system or where data cannot be retrieved from IFB through a system or supporting infrastructure failure within a 1 working day period of a scheduled or ad-hoc request by the Client.

#### **Cloud**

Cloud services are deemed to be unavailable when the facilities have failed to support the Client's virtual machines to the contracted level. This is measured and reported by IFB's monitoring systems which provide details monthly of any service outages which affect the SLA.

#### **Connectivity**

A Connection will be deemed unavailable from the time that the IFB network monitoring systems raise an alarm or the Client reports the Connection as not functioning - whichever is the earliest. The time during which the connection is unavailable, calculated from the start time detailed above and the service restoration time, will be used to calculate the percentage availability over the month and termed as downtime. Any notified periods of scheduled or emergency maintenance will not be classed as downtime and will be excluded from the SLA compensation calculation. IFB will record any periods of unavailability and make them available to the Client. Where applicable a Connection includes:

- Copper, fibre or wireless technologies used to connect the Clients site(s) to IFB's network
- all Client Presentation Equipment (CPE) at each location which may be provided by IFB and/or its Telco sub contractor

#### **Hosting**

Hosting services are deemed to be unavailable when both the primary and secondary datacentre facilities have failed to support the Client's servers/devices to the contracted level. This is measured and reported by IFB's monitoring systems which provide details monthly of any service outages which affect the SLA.

#### **Upstream Network Services**

Upstream Network Services are the services provided to the Client via the Connection and directly by IFB, these may include but are not limited to: Internet access, DNS and Hosting. IFB does not accept responsibility for the failure or unavailability of networks not directly provided and managed by IFB.

#### **Exclusion of Liability**

IFB will not be held responsible for the malicious damage or vandalism caused by third parties or events outwith their control as provided for at Clause 8, however it will use its reasonable endeavours to re-establish Services that are made unavailable through such acts.

IFB will not be liable for a failure in service caused by Client issues including but not limited to:

- Power failure at the Client site affecting IFB equipment
- Malicious use of Service by Client employees or authorised third parties
- Vulnerabilities in the Client's physical and digital security policies

#### **Scheduled Maintenance Policy**

IFB is constantly investing in the positive development of its network and while our network is designed to have layered resilience it may be necessary to perform maintenance, upgrades and development work from time to time.

Localised components to the Service may need to be brought out of use during scheduled maintenance windows. There may also be a need to bring elements of the network out of service in emergency circumstances.

IFB endeavours to conduct these improvements with the minimum of disruption to all our Client's Services by implementing the following policies:

- Any work that may temporarily reduce the efficiency of our Services will be actioned out of hours and we will endeavour to restrict this to between 03:00 and 05:00 on Tuesdays and Thursdays where possible

- We will work and liaise with manufacturers and providers to ensure any changes or upgrades are tested prior to final deployment
- We will notify Clients 14 days in advance of implementing any scheduled works
- We will provide our Client's named 24 hour contact with as much notice as possible of emergency works

#### **Site access**

The Client shall allow any employee, agent or sub-contractor of IFB on production of appropriate authorisation, access to the Client Site as detailed in the Proposal Document at all reasonable times for the purposes of installing, maintaining and providing the Service.

If IFB agrees any subsequent change in Service, this Contract is to be treated as varied accordingly following a written variation signed by both parties.

## **5. Content and Misuse**

The Client will use all reasonable endeavours to ensure that the Service is used in line with, or includes content that conforms to Scots Law and will not knowingly permit any illegal use or such use that will bring the IFB network into disrepute. The Client must not, nor knowingly allow any person to use the Service:

- To send or receive any material which the Client knew to be offensive, abusive, indecent, obscene or menacing
- Which breaches confidence, copyright, privacy or any other rights
- To interfere with or disrupt other Internet users including, but not limited to, distribution of unsolicited email and distribution of viruses
- To make unauthorized entry to any computers or other Hardware on the Internet
- For the purposes of transmitting "chain letters", "broadcasting" messages to mailing lists or non-consenting individuals, nor any other type of use which will result in congestion of the Internet or IFB's connecting networks, or which could significantly interfere with the connectivity of others
- To cause annoyance, inconvenience or needless anxiety

Where IFB is aware of any such instance IFB will inform the Client immediately and ask for remedial action to be taken to correct any issues. Where IFB suspends Service for contravention of the above conditions of Clause 5, IFB may refuse to restore Service until it receives an acceptable written assurance from the Client that there will be no further contravention.

Client specifically agrees not to, nor make any attempt to; resell, distribute, adapt, modify, decompile or reverse engineer any software or otherwise discover the; source code, underlying processes, or algorithms of the software used in any part of the service.

The Client may not resell the Service unless it is specifically agreed by IFB in writing.

Client agrees not to use the **Backup & Recovery** service to store photographs, pseudo-photographs, films, articles, sound records, messages, or any other material that may be stored in a computer that may be described as indecent or obscene or is otherwise illegal. The backup service uses a shared yet private and secure platform, therefore the Client may not use the service in any way which might detrimentally affect the service or experience of other users of the service. IFB reserves the right to remove users who misuse the service.

IFB may charge the Client to reinstate Services where necessary and may pass on to the Client any legal or third party costs incurred by IFB during the process of suspension.

#### **Data Protection**

If IFB processes any personal data on the Client's behalf when performing its obligations under this Contract, the parties record their intention that the Client shall be the data controller and IFB shall be a data processor and in any such case:

- IFB shall not store any Client Data outwith the UK unless otherwise agreed with the Client;
- the Client shall ensure that the Client is entitled to transfer the relevant personal data to IFB so that IFB may lawfully use, process and transfer the personal data in accordance with this Contract on the Client's behalf;
- the Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- IFB shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by the Client from time to time; and
- each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

### **Unauthorised usage**

Subject to timely written notification to Client, IFB reserves the right to suspend the Client's use of the Service if such use is having a detrimental effect upon the Service received by any of IFB's other clients through unauthorised and excessive server loading, bandwidth consumption and network congestion.

IFB can refuse to restore Service until it is satisfied that the Client's continued use of the Service will not cause any further detrimental effect.

## **6. Client Data on Cloud Platform**

The Client shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

IFB shall follow its internal data backup procedures for all information stored on its Cloud platform which consists of full backups which will take place on a daily basis and as a default will allow clients to restore full server images rather than individual files. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for IFB to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by IFB. IFB shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by IFB to perform services related to Client Data maintenance and back-up).

In providing the Services, IFB shall comply with its Confidentiality Policy relating to the privacy and security of the Client Data available.

## **7. Matters Beyond IFB's Reasonable Control**

Neither party to this Contract is liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure.

"Force Majeure" includes circumstances or contingencies beyond either party's reasonable control which prevent or hinder the performance by them of any of their obligations under the Contract, including war, disorder, industrial disputes, inclement weather, acts of local or central government or other competent authorities, failure by connected carriers or warehouse services.

Either party may terminate the Contract forthwith on written notice after 30 days disruption through Force Majeure.

## **8. Liability**

Under no circumstances will IFB be held liable for data that has not been sent to the back up system, using the software provided, to the relevant Backup Data centre assigned to the Service by IFB. Client is therefore advised to check the reporting software tools to ensure that the desired files have been transmitted and that the correct drives have been configured for back ups.

IFB accepts liability to the extent it results from the negligence of IFB and its employees for death or personal injury without limit. Nothing in this Contract shall limit liability for fraud.

IFB shall indemnify and hold Client harmless from all claims and all liabilities, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred by, the Client as a result of or in connection with any alleged or actual infringement of any third party's intellectual property rights or other rights arising out of the supply by IFB of the Service.

Except as detailed in this Contract, IFB's total liability to Client or any other person (whether in contract, or not, including negligence, or otherwise) under or in connection with the Service or provision of the Software will not exceed the fees paid by the Client for the use of the Service and Software.

## **9. Suspension of Service**

IFB retains the right to;

- Temporarily suspend part of its entire Network for the purpose of repair, maintenance or improvement. Where possible this will be done within the maintenance windows detailed in Section 4 (Scheduled

Maintenance Policy) of the Contract but where emergency action is required this may not allow for prior notice to be given

- Give or update instructions regarding the use of the Service which in IFB's opinion is reasonably necessary in the interests of safety, or to maintain or improve the quality of Service to the Client. Any such instructions shall, whilst they are in force, be deemed to form part of this Contract in writing
- Vary the technical specification of Service for operational reasons but in keeping with the service specification described within the Proposal Document

Prior to undertaking activities as described above IFB will give as much on-line, written (email) or oral notice as is reasonably practicable in the circumstances. IFB will use all reasonable endeavours to restore Service as soon as practicable after any such suspension.

Notwithstanding the terms of the paragraph above, where the technical specification of the Service as a result of any variation carried out under this condition or where IFB is unable to continue to provide the Service in line with this specification is such as to amount to a material adverse change in the Service the Client may terminate this Contract with 30 days written notice.

In such circumstances the Client remains liable for all charges up to the date of termination.

#### **Client default**

IFB retains the right to suspend services if the Client:

- Does not pay the charges in accordance with this Contract, or is in material breach of any of the Client's other obligations under this Contract. In this circumstance the client will incur a reinstatement of service charge, payable in advance;
- Is subject to bankruptcy or insolvency proceedings; IFB can (without prejudicing, losing or reducing any other right or remedy) suspend Service, including partially or temporarily by giving written notice, albeit the Client remains liable to pay Charges during the suspension, or IFB can terminate this Contract by immediate written notice.

If IFB is subject to bankruptcy or insolvency proceedings then notwithstanding the terms of this Contract the Client can by written notice to IFB terminate the Contract immediately.

Bankruptcy or insolvency proceeding means bankruptcy proceedings or in Scotland sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure: or if the Client or IFB is a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed; the Client continues to be liable to pay all charges, which are due for Service during any period in which the Client does not comply with this Contract.

If IFB waives a breach of Contract by the Client, that waiver is limited to the particular breach. Any delay by IFB in acting upon a breach is not to be regarded in itself as a waiver. IFB reserves the right to suspend the Client's use of the services after giving five (5) working days notice in writing if the Client fails to make payment of any related invoice(s) within the terms of payment defined in the Contract. IFB reserve the right to retain ownership on any related Service or hardware and will not provide access to Client hosted equipment or data retained in IFBs Backup and Recovery and Cloud platforms hosted within its datacentre in the event of non-payment of an undisputed invoice.

## **10. Billing and Payment**

Unless otherwise specified in the Proposal Document payment is due when the Service is deemed live as detailed in Clause 2 Service Commencement and Provisioning. IFB will raise an invoice for the full service amount, payment terms are 14 days from the date of the invoice. Any recurring Services that require payment on an annual or other basis as agreed will be payable in advance, renewal invoices for all recurring services will be issued 1 month in advance of the renewal date.

If annual recurring services are to be invoiced quarterly in advance, then a 7% surcharge will be applied. If recurring services are to be invoiced monthly in advance, then a 10% surcharge will be applied, payment for all monthly renewals must be made by direct debit. Changes to billing requirements after an order has been accepted may incur an administration charge of £95.00 ex VAT.

Configuration changes made to the service after the live date and not covered within the Contract may incur a charge of £95.00 ex VAT per hour.

If work is commenced and the Client delays the provision or completion of the Service, IFB reserves the right to invoice for work completed to date.

IFB reserves the right to withhold or suspend any part or all of the Service in the event of non-payment of an undisputed invoice. IFB reserve the right to retain ownership on any related Service or hardware and will not provide access to Client hosted equipment or data retained in IFBs Backup and Recovery and Cloud platforms hosted within its datacentre in the event of non-payment of an undisputed invoice.

IFB will issue a credit note for any unused portion of the invoiced service period outwith the requisite notice period detailed in this contract. IFB will only credit full unused monthly periods.

Domain name registration, mail boxes and SafeMail services are invoiced annually and are subject to a recurring 12 month minimum term, part credits will not be issued for these services if cancelled during the recurring 12 month term.

IFB will issue all .UK domain name clients with an advisory email 1 month in advance of the domain renewal date, this email will provide confirmation of the domain name, its renewal date, annual renewal charge and cancellation process. If you advise IFB that you no longer wish to have your domain name renewed, it will be left to expire and all services IFB provide regarding that domain name will be suspended. Your domain name will then enter a 30 day protected period, after 30 days your domain will be suspended by Nominet (the .UK registry) and it will go into a 60 day grace period. If you decide that you wish to retain your domain name you can do so at the original renewal price. This must be requested by email before the 80th day after your domain has expired. Approximately 93 days after expiry your domain will be cancelled, deleted from the register, and made available for resale through a third party registrar by Nominet. IFB will not guarantee the renewal of a domain name after this happens.

## 11. Contract Termination

This Contract shall commence on the service live date. Unless terminated earlier in accordance with clause 9 or this clause, this Contract shall continue for the Contract Period (**Initial Term**) and shall automatically extend for the same term of the original Contract Period (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party by email or in writing, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

## 12. Confidentiality

Neither IFB nor the Client shall share, copy or discuss any information relating to the proposal, provisioning, technology or technical processes underlying or comprised in the Service with any third party unless express permission has been sought and granted in writing by the other party.

This confidentiality clause extends to both parties business affairs and financial information which has been shared during the course of the proposal and contractual relationship.

IFB and the Client understand that all work and discussions with each other shall remain confidential and they shall not at any time, or for any reason, discuss or permit to be disclosed to any third party such information nor otherwise make use of this information without the prior written permission of the other party.

All tender proposals, ideas and designs created by IFB for the purposes of or preliminary to, the Contract are the sole property of IFB and will be held in confidence by the Client.

The foregoing provisions shall not apply to any information which:

- Is in the public domain (or subsequently comes into the public domain) as at the date of this Contract through no fault of the Client nor IFB and not in breach of these terms and conditions;
- Was already known to the Client or IFB on the date of disclosure provided that such prior knowledge can be substantiated and proved by documentation;
- Properly and lawfully becomes available to the Client or IFB from sources independent of either party.

### **13. Service Alterations**

Requests relating to the provision of Service must, unless otherwise agreed, be made or confirmed in writing or by electronic mail by both parties. These should be made to [autosupport@ifb.net](mailto:autosupport@ifb.net) and depending on the nature of the request may incur charges.

### **14. Using the Service for Promotional Purposes by IFB**

IFB may request the right to use details of the Service in promotional material and shall only use such details if the Client has given its prior written permission. IFB may engage with an authorised third party to produce and manage the distribution of such materials and where this is the case will inform the Client directly of these details prior to any third party contact.

### **15. Employment of IFB Staff**

In the event of the Client, or any of its associated companies, employing (whether for a definite or indefinite period) any member of staff of IFB, who in the preceding 6 months has been engaged in the provision of Services under this Contract to the Client then the Client shall compensate IFB for the loss of its employee to a reasonable figure agreed to between the parties. This figure shall not exceed 5 months of the salary of that employee based on that employee's average salary in the preceding 5 months.

### **16. Law and Jurisdiction**

The parties agree that this Contract shall be governed by and construed in accordance with the laws of Scotland and shall be subject to the non-exclusive jurisdiction of the Scottish Courts.

### **17. Assignment**

Neither party shall be entitled to assign all nor any part of this Contract, or any rights or obligations therein, to any third party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld or delayed.