



Internet For Business

Standard Terms & Conditions

Purpose of Document

The following constitutes the Terms and Conditions under which Internet For Business Limited trades and supplies its **Hosting, Fixed Line, Data Backup & Recovery** and associated supporting services.

This Contract should be taken in to context with the supporting IFB Proposal Document.

These conditions represent the totality of the agreement and form the contract between IFB and its Client. Any agreed variation or alteration to part of this Contract as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the services instructed on the order will require to be the subject of a new order.

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. This can only be guaranteed between IFB's network and the Client.

Charges means the charges as agreed on the Service Details Section or accepted 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 authorised signature on the Service Details Section as a party to this Contract. This shall include a person appearing to IFB to act with that Client's authority.

Connection means the link between the Client's Site(s) and IFB's network and as described in Clause 17 below and specifically in the Service Details Section of the Contract.

Contract means the contract between IFB and the Client incorporating these conditions and the accepted IFB proposal document.

Document means the IFB generated proposal document on which the service provision has been agreed between IFB and the Client. The proposal document may be a hard or soft document and will carry an IFB Job reference number.

Hosting means the physical environment provided within IFB's data centre 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 387 Union Street, Aberdeen AB11 6BX.

Internet means the global data network comprising Internet connected networks using TCP/IP (Transmission Control Protocol/Internet Protocol).

Normal Business Hours means Monday to Friday between the hours of 9am and 5.30pm.

POP means a Point of Presence and normally indicates the nearest or most suitable IFB network location used to connect your Site to our network.

Service means the connectivity, bandwidth and hosting services as defined within the Document.

Site(s) means the Client location or locations at which IFB delivers services for the Client. These may be identified by a permanent postal address or, in the event of a not fixed user, as a mobile user account.

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

Working Days means Monday to Friday and excludes public holidays.

1. Service Commencement and Provisioning

The Service, unless otherwise agreed in the Order Details section, shall be provided for a minimum period of twelve (12) months which shall 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**.

Specifically:

- A **Connection** will be deemed live and ready for use after appropriate testing by IFB, the Client will be advised via email.
- A **Hosted** service will be deemed live when IFB has made ready power and associated utilities to the rack space as contracted.
- 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.

Service Provision Timescales

IFB will provide an estimated lead time for fixed Connection services at the time of quotation and once IFB receives an official order. The Telco will undertake a site survey 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 provided to the client via regular IFB updates.

The provisioning timescale may be affected where IFB has a need to use subcontractors to provide the Connection and where this provision requires planning, wayleave and engineering involvement. IFB will use all reasonable endeavours to adhere to dates stated in our EDD and will communicate all changes and variances in this date(s) to the Client as available by electronic ticket or telephone.

Provisioning timescales for hosted services, including connection to the IFB Backup and Recovery Network, are 10 working days from the point of ordering unless otherwise stipulated.

EDDs are to be treated as an estimate only and IFB accepts no liability for failure to meet such dates unless this is a direct failure on IFB's part through IFB engineering or where IFB have not processed the Clients order correctly.

Step One	<ul style="list-style-type: none"> • Order validation • Order acknowledgment issued to client (1 working day) • Schedule periodic service delivery updates (if relevant) <p>Normally within 3 workings days</p>
Step Two	<ul style="list-style-type: none"> • Technical validation • 3rd party service/product order (as required) • Site survey (as required) • Client advised if site survey identifies additional installation charges • Capacity planning (start to build) • Create SLA • Arrange client presentation equipment • Site access requests • Engage operations delivery • Issue a Confirmed Delivery Date <p>The teleco site survey should take place within 25 working days from the date of order of all fibre circuits. An Estimated Completion Date (ECD) for circuit installations will be issued on completion of this stage.</p>
Step Three	<ul style="list-style-type: none"> • Client site access requests • Wayleave authorisation (if required) • Civils work (if required) • Circuit install • IFB provided hardware shipped preconfigured to the client site • Telecom circuit testing <p>Time to complete varies depending on the work involved to deliver the contracted service.</p>
Step Four	<ul style="list-style-type: none"> • Network Configuration • Final End to End test • Delivery complete <p>Standard service delivery is usually up to 45 working days for 2Mbps services and up to 65 working days for services greater than 2Mbps.</p>

2. 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 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 report automatically to IFB Technical Support any measurable variance in predefined performance so that action can be taken to rectify any issues as early as possible.

Where this is not viable (eg. where the **Connection** is an IFB Fixed Line, point to point between two Client sites and IFB is unable to apply network monitoring controls to the Fixed Line terminating hardware) the Service Level Agreement calculations only commence when IFB has been advised of a fault by the Client or their authorised party through the correct channels.

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.

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. A Connection 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 hardware is not at fault before the link will be accepted as not functioning.

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 functioning but there is no fault on the circuit, the link will be deemed to be functioning.

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 the Contract support but excluding scheduled maintenance and works. IFB will report to the Client via email any service interruption which we are made aware of through active monitoring and reporting.

3. Service Availability Calculation Table

Service Parameters	Internet Leased Line	Managed Line	Fixed Line	Wireless Point to Point	Hosting	Backup & Recovery
IFB time to respond to faults (as a maximum)	1 hour	1 hour	1 hour	1 hour	1 hour	2 hours
Service availability	100% (1)	100% (2)	100% (3)	100% (1)	100% (4)	100% (5)
Upstream network services (controlled by IFB)	100%	100%	100%	100%	100%	100%
Service specific IFB managed hardware (does not affect separate hardware support contracts)	Next Business Day (NBD)	NBD	NBD	NBD (6)	4x7x365	
SLA compensation calculation	annual rental/365/24 = <u>hourly rate</u> hourly rate x downtime (full hours including IFB response time) = <u>£compensation payment</u>					
Reinstatement of offsite tapes to the IFB Backup & Recovery systems						4 hours

- 1) 100% for connection to the nearest IFB network POP
 2 & 3) 100% for connection between A and B ends of the circuit
 4) 100% power and network availability
 5) 100% access to data availability
 6) Time to replace a faulty antenna at the client site is dependant on contractor availability, compensation is paid for the duration of the outage as per the SLA compensation calculation.

Calculations of Timings

A Connection will be deemed unavailable from the time that the Client reports the Connection as not functioning or the time at which IFB discovers that the connection is not functioning or the time that the IFB network-monitoring systems raise an alarm - whichever is the earliest. The time during which the connection is unavailable, calculated from the time detailed above and the service restoration time, will be used to calculate the percentage availability over the month and termed as downtime.

IFB will record any periods of unavailability and make them available to the Client at the end of each calendar month.

Connection (ILL, Managed Line, Fixed Line)

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 (backup) 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 on a monthly basis of any service outages which affect the Service Level Agreement.

Backup & Recovery

Backup & 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 its scheduled or adhoc request by the Client.

Upstream Network Services

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

Exclusion of Liability

IFB will not be held responsible for the malicious damage or vandalism caused by third parties or acts of god, though 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 uses 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 required 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 minimum 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
- We will work and liaise with manufactures to ensure any changes or upgrades are tested prior to deployment
- We will notify clients 14 days in advance of implementing any scheduled works
- We will provide the Client's 24 hour contact with as much notice as possible of emergency works

Site access

The Client shall allow any employee or agent of IFB, on production of appropriate authorisation, access to the Client Site as set out in the Service Details section at Clause 18 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.

4. 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 Scottish 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 other 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.

You specifically agree 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.

You agree 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 you 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 consistently 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.

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.

5. Matters Beyond IFB's Reasonable Control

Each Party is not 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.

This includes circumstances or contingencies beyond each Party's reasonable control which prevent or hinder the performance by them of any of their obligations under the Contract, including war, disorder, national 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.

6. 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. You are 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 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 use or supply of the Service or software.

Except as detailed in this Contract, IFB's total liability to you 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 you for the use of the Service and Software.

7. 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 (Service Level Agreement) of the Contract but emergency action 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 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 product or Service in the event of non-payment of an undisputed invoice.

8. Billing and Payment

Unless otherwise specified within the Service Details Section (Clause 17) payment is due when the Service is deemed live by both parties or as agreed. IFB will raise an invoice for the full service amount and payment terms are 14 days from the date of the invoice.

Any recurring Services that require payment on an annual or other basis will be payable in advance.

Changes to billing requirements after an order has been accepted may incur an administration charge of £95.00 ex VAT.

Alterations 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 or as per IFB standard price guide. Payment is due strictly 14 days from the date of the invoice.

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 product or Service 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. IFB will not issue credits for domain name, POP box, SafeMail or WiFi (AECC & BIC) connectivity services.

9. Contract Termination

Unless otherwise agreed at any time on or after the expiry of the Contract Period (as specified on the Service Details Section) this Contract may be terminated by either party on giving a minimum of 90 days notice in writing to the other. The Client shall pay all applicable charges up to the expiry of the notice period.

10. 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.

11. 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 and depending on the nature of the request may incur charges.

12. 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.

13. 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 employees average salary in the preceding 5 months.

14. 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.

15. Assignment

Neither party shall be entitled to assign all or 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.