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Annex - Continuous Data Protection

1. Definitions
   The definitions and rules of interpretation in this clause apply in this Annex for the Continuous Data Protection Service and are supplemental to the definitions and conditions set out in the Internet Central Limited Main Terms & Conditions (Master Terms).
   a. "Customer Data" – The current data stored upon the Customer's system, other than archive data and systems information.
   b. "Storage Space" - The space rented by the customer for the storage of the backups.
   c. "Encryption Key" - is a code which is used to encrypt or decrypt data. This key is unlocked with a passphrase.
   d. "Passphrase" - is a secret code that is used to enable access to encrypted data.
   e. "Backup Platform" - or platform is the infrastructure that IC has created to deliver the storage space and ability to use access it via servers.
   f. "Storage Locations" - Nominated data centres within the IC network which may vary from time to time.
2. Application of Annex - Continuous Data Protection
   This Annex shall:
   a. apply to and be incorporated into the Contract;
   b. is supplemental to the Main Terms & Conditions; and
   c. shall prevail over any inconsistent terms and conditions contained in, or referred to in, the Main Terms & Conditions or the Order
3. Service Description
   a. IC supply software licences for the R1soft application and a tenant area on the platform to the Customer under the vendors licence terms which the Customer must accept prior to use of the software, no warranties are implied or extended by IC for use of the software.
   b. Use of the Service and software is at the Customers own risk and choice.
   c. IC DO NOT provide a backup service in any way, IC will provide an R1soft compatible storage space and a tenant in the central server control system from which the Customer may configure the system from an IC Storage Location. The licence and tenant on the Platform is provided as software as a service (SAAS) under the R1Soft licence model.
   d. The Service is for data storage space and a tenant on a central server only and is on a shared, multi-tenant platform protected by the user credentials setup at time of service creation or as changed by the Customer from time to time.
   e. The Service specifically excludes;
      i. Performing, configuring or taking backups;
      ii. Performing, configuring or making restores;
      iii. Encryption of any data on the Storage Space;
      iv. Storage of any encryption passphrases;
      v. Monitoring the success or failure of any transactions with the Storage Space;
      vi. Monitoring and management of the available Storage Space for customers;
      vii. IP connectivity to access the platform / the platform access Customer machines.
4. Provision of Continuous Data Protection and Service expectations / constraints
   a. IC shall use reasonable endeavours to provide the Service to the Customer from IC's Storage Locations.
   b. IC shall use reasonable endeavours to meet the Delivery Dates and service levels, but any such Delivery Dates and service levels shall be estimates only and time for performance shall not be of the essence of the Contract.
   c. IC shall provide the Service with reasonable skill and care and in accordance with good industry practice.
   d. The Customer acknowledges that IC cannot guarantee that the Service will be uninterrupted or error-free. In particular, the speed of the Customer's connection to the Service may be slower if the Network or a particular route is congested and IC shall not liable for any failure to provide the Service where such failure is due to a Force Majeure / MBORC event.
   e. The Customer will maintain an Internet or other appropriate connection of adequate capacity to enable backup data to be transmitted to and from the IC platform. The data traffic required to maintain an up to date backup will consume bandwidth, and may have a detectable effect on the overall performance of your Internet connectivity.
   f. Unless agreed otherwise in a Service agreement, IC provides Bandwidth on an as-available basis. (The network is monitored and sized to provide fast access at all times, but it cannot be guaranteed, e.g. under hypothetical conditions if 100% of the Company's customers were to connect and make 100% usage of every link bandwidth).
   g. IC or its employees, agents or subcontractors may at time to time without notice vary the Service for technical, operational or other reasons within its entire discretion.
   h. The Services are delivered on a non-exclusive basis and is contended with other users of the Services. The data limits and packages are prevalent to enforce 'Sharing' and in the event of excessive constant usage IC reserves the right to deploy traffic management or preventative measures to limit potential disruption to other users of the Services. Any such measures taken may result in a management charge being added to cover reasonable expenses by IC in effecting such control.
   i. IC has no control over the data being transmitted to and stored on the platform and the Customer should use their own judgement as to the sensitivity of the data and ensure that adequate protections are in place to ensure that the data is suitably secure. In particular the Customer should ensure that the data is suitably encrypted.
   j. The Service is provided using software from multiple vendors and is a shared service therefore IC cannot guarantee (and do not undertake to do so) the security of the platform against third party exploits, IC shall use reasonable endeavours to ensure the platform firewall protected and is updated with security fixes as released by the associated vendors from time to time.
   k. If the Customer requires a highly secure data storage location then a dedicated solution and Storage Location should be purchased instead of this shared, multi-tenant service.
   l. The customer is responsible for monitoring and purchasing adequate storage space on the system, this can be varied as time progresses by way of a change order.
   m. The Service is intended to be a reasonable precaution against local on Customer premise data loss and to provide access to backed up data to enable business continuation after a loss of data. Online backup is not insurance against data loss nor is it a substitute for such insurance.
   n. Whilst every effort is made to ensure the availability of data placed on the Storage Space, the Customer accepts that breakdowns and errors can occur and that corruption or loss or data may happen. It is up to the Customer to ensure that data stored is complete and accurate. IC accepts no liability for loss of data from the Storage Space.
   o. The Service is provided "as is" and "as available" and IC shall not be liable for any downtime of the Service due to reasonable scheduled maintenance, maintenance for critical issues or MBORC condition.
   p. Whilst IC take all reasonable steps to safeguard the data stored in the Storage Space, which has been designed and built with resilience and data security as a priority and is used by IC, IC's liability for data loss, howsoever caused, is limited to the price paid for the Service. For details on service credits and compensation please see the section Service Levels and Repair Targets.

q. Access is obtained by user password, it is the Customer's responsibility to keep any passwords issued to or created by the Customer secure, and to advise IC immediately if the Customer has reason to suspect a password to have become compromised. All access using the Customer's login details is conclusively presumed to have been authorised by the Customer.
r. The customer can change their password at any time they and it is up to the customer to change passwords as they see fit in terms of longevity and entropy.

5. Data Privacy
    a. Data stored on the Storage Space is the Customer's data. IC shall not intercept, interrogate, process or share any of the data in any way except if directed to do so by any court order or suitably accredited notice served upon IC from a government agency.
6. Installation and setup
    a. Upon successful receipt of an order from the Customer a new tenant will be added and space allocated for the Customer secured using a username and password and associated security mechanisms.
    b. The Customer shall receive notice via email of the Service being made available and this shall be the date of activation. Whether the Customer uses the space or not billing will commence on the activation date and continue until a service cease has been completed, data removed and tenant disabled from the Storage Space.
    c. As part of the order an initial setup and training fee may be included, this is for instructional guidance only intended to help the Customer get more quickly acquainted with using the software and platform. IC do not undertake to configure and setup any backup services for the Customer only to provide the licence to use the software and Storage space.
7. Technical Support
    a. The software is provided and ultimately supported by the software vendor but IC shall provide guidance and advice for first line queries to the Customer via its helpdesk during normal business hours as displayed on the IC Website for helpdesk hours.
    b. Support shall not be unlimited and excessive use or more complex solution questions shall be deemed as consultancy and require a separate order to be raised.
    c. IC will for queries outside of its knowledge and at its sole discretion refer queries to the software vendor directly and may refer the Customer directly to the vendor accordingly.
    d. Support services are provided free of charge and therefore shall not form any part of any SLA or compensation agreement.
8. Fault reporting
    1. IC will use reasonable endeavours to report to the relevant parties either internal or external any fault on the platform which is reported to it by the Customer as per the SLA guidelines.
    2. The Customer must ensure that first line troubleshooting has been completed and that sufficient information is provided when reporting a fault to allow the support team to assist them.
    3. If a fault is caused by the Customer Equipment, or breach of the Contract by the Customer, or by the Customer's negligence, then IC may recover all reasonable costs that it incurs as a result.
    4. IC shall be entitled to suspend the Service in order to maintain or improve the Service or Network or if obliged to do so by virtue of any direction or request from any Government department, emergency services, regulatory or administrative authority or for any other reason whatsoever. IC will use reasonable endeavours to give the Customer notice of such suspension as reasonably practicable normally via the support section of the IC website.
    5. Faults should be reported to IC's support centre via email / telephone or web portal as detailed under the definition "Business Working Hours" on the "Annex - SLA & Service Credits" Knowledgebase article.
    6. Some repairs are subject to weather conditions and light and repairs requiring external work may be halted and extended should conditions be unsuitable or potentially hazardous in which case Force Majeure / MBORC will apply.
9. Cancellation
    a. Cancellation prior to delivery / installation
        i. Where IC are prevented from providing the service because the customer fails within a reasonable timescale, to provide essential information to the order or delivery of the service or acts in a manner that prevents the order or installation being completed such acts will be deemed as cancellation of the order prior to installation and will be subject to a cancellation fee.
        ii. Cancellation of Service prior to delivery for any reason providing it is not less than 24 hours prior to the delivery date is permissible without charge. Once within 24 hours of delivery licences will have been allocated and cancellation is not possible at this point and installation will proceed.
    b. Cancellation at the end of or any time following any minimum term
        i. To cancel any service following the minimum term of a contract for a service please submit in writing such notice, the minimum notice period is 30 days which shall commence upon acceptance of the cancellation notice by IC.
        ii. IC will delete any data at the end of the contract - in line with ISO 27001 requirements.
    c. Cancellation prior to completion of the minimum term
        i. As per end of term a notice of 30 days in writing is required, upon receipt of such notice a final settlement calculation will be performed and a quote provided. Once the quote is accepted by the Customer, IC shall then commence the cancellation notice period, cancellation will be deemed complete when IC is in receipt of cleared funds settling the final account for the items / services being cancelled.
10. Service Levels and Repair Targets
    a. Please refer to Annex - SLA & Service Credits (https://kb.ic.uk/article.php?id=29) this service shall be classed as VM Hosting (standard).

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