

DATAFORT



Managed Services

USER AGREEMENT TERMS AND CONDITIONS

Dated:	2010
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Company Details:

(Please complete in as much detail as possible)

Company Name	DATAFORT Ltd.																			
Address	TV House, 45a Whitmore Road, Guildford, Surrey GU1 1QU																			
Telephone	01483 872052					Email	sales@datafort.com													
Company Reg. N ^o	0	4	0	2	2	0	2	6	VAT N ^o	7	9	3	-	7	7	3	8	-	6	6

Licensee Details:

(Please complete in as much detail as possible)

Company Name																				
Address Line 1: Address Line 2: Address Line 3: Town/City: County: Post Code: Country:								Tel N ^o Fax N ^o												
Trading Style (e.g. Partnership)																				
Nature of Business																				
Part of Subsidiary (Y/N)								Parent Company Name												
Company Reg N ^o								VAT N ^o		-								-		
Name/s Of Proprietors/Partners																				

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1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

'Appliance' means the equipment provided by DataFort to the Licensee for the provision of the Managed Service.

'Backup' means the copying of either Information Data or System Imaging from the first computer disk it was stored on to another computer disk.

'Change Order' means any changes to Statement of Work as agreed by the Licensee and the Company at any time during the Term.

'Company' means DataFort Ltd., a private limited company Registration Number 04022026 and whose registered office is at TV House, 45a Whitmore Road, Guildford, Surrey GU11QU.

'Engineering Fee' means the charges associated with the Company sending technicians to the Licensee for the purposes of rendering Support, or other Technical Services as specified in the Statement of Work.

'Informational Data' means any data stored on the Licensee's computer servers that is created or used by that Licensee in the performance of their business. It excludes computer operating systems, software, libraries or other applications that may be needed to operate the computer servers.

'Law' means any law, statute or regulation, guideline or code of conduct, (whether or not having the force of Law) in any jurisdiction to which DataFort or the Licensee is from time to time subject.

'Licensee' means the entity who orders the Managed Service and that person shall be taken to include bodies Incorporate or unincorporated.

'Local Backup' means the process of copying either Informational Data or System Imaging from the Licensee's computer disks to DataFort's Appliance(s).

'Managed Service' the service as described in The Statement of Work and all modifications, enhancements, versions and replacements, Change Orders and Statements of Work thereof and additions thereto provided by the Company and made available to the Licensee from time to time pursuant to this Agreement.

'Offsite Backup' means the transfer of either Informational Data or System Imaging from the Licensee's premises to DataFort's backup storage facility via an Internet connection provided by the Licensee.

'Onsite Engineering' means any task carried out on the Licensee's premises that DataFort deems necessary for provision of the Managed Service.

'Photograph' means a photograph as defined in s84(3) of the Criminal Justice and Public Order Act 1994 and includes the negative as well as the positive and Data stored on a computer disk or by other electronic means capable of conversion into a photograph.

'Pseudo-photograph' means an image, whether made by computer-graphics or otherwise howsoever, which appears to be a photograph, as defined in s84 (7) of the Criminal Justice and Public Order Act 1994.

'Purchase Order' means a binding indication of intent to purchase the Managed Service provided to the Company so that the Company can begin the setup work required to provide the Managed Service.

'Secure Environment' means within such structures that are deemed permissible by the Company's insurance provider. (Further details are obtainable from the DataFort office.)

'Service Agreement' means the contract between DataFort incorporating these terms and conditions in relation to the particular Licensee named in the Agreement; the Conduct Rules; any special terms agreed between DataFort and the Licensee set out in the Statement of Work, as amended from time to time pursuant to clause 2. If there is any inconsistency between any special terms and any other terms of this Agreement, the special terms shall prevail

'Service Level Agreement' means the then current description and level of Service statement as noted in clause 16 of this document. This statement may be amended at the time of User Agreement renewal.

'Service Software' means any software supplied to the Licensee by Company as needed to provide the Managed Service.

'Site Survey' means the initial onsite work where the requirements of the Licensee are verified and entered into the Statement of Work which becomes part of this Agreement.

'Statement of Work' means the details of the Licensee's Managed Service requirement including a final assessment of the Subscription Fee and other Fees that will be associated with this User Agreement.

'Subscription Fee' means the cost of providing the Managed Service to a Licensee payable to the Company based on The Statement of Work or subsequent Change Order(s) issued at any time during the Term.

'System Imaging' means a single computer file created from anything stored on the Licensee's computer servers that is not Informational Data.

'Term' means the period specified in clause 8 of this Agreement.

1.1 The expressions "Licensee" and "DataFort" shall include their respective

successors and permitted Assignees and their respective employees and agents.

2. PROVISION OF SERVICE

2.1 DataFort will lay out the details of the Managed Service in The Statement of Work for the initial Term as described in clause 8. A new Statement of Work will be issued at the onset of a new Term subsequent to any Change Orders DataFort agrees to provide the Licensee, on the terms and conditions of this Agreement.

2.2 DataFort reserves the right to amend this Agreement (including but not limited to the terms and conditions), Subscription Fee and the Service Agreement Inclusions at the onset of a new service Term. DataFort will notify the Licensee in writing of changes to this Agreement. The Licensee may terminate the Agreement as provided in clause 13 if the Licensee does not wish to be bound by such new terms and conditions. Continued use of the Service by the Licensee or failure to terminate this Agreement will be deemed to constitute acceptance of the new terms and conditions.

2.3 DataFort shall use its reasonable endeavors to comply with the Licensee's reasonable requests in respect of installation but DataFort or its contractor or agents' decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Backup Appliance(s) or part thereof shall be final and binding.

2.4 DataFort shall use all reasonable endeavors to provide and install or procure the provision and installation of the Backup Appliance(s) at the Licensee's premises so that the Service can be provided on / or before any installation date specified or agreed to by DataFort. Any installation date is an estimate only and DataFort shall not be liable for any failure to meet such installation date.

2.5 Following the installation of the Backup Appliance(s), Standard Tests shall be carried out by DataFort or any other third party to ensure that the Service is ready for use. If the Service is not ready for use, DataFort shall either repair or replace, at its sole option, the Backup Appliance(s) or any part thereof.

2.6 The Backup Appliance(s) shall remain the property of DataFort or the supplier of such Backup Appliance(s). DataFort may modify, substitute, renew or add to the Backup Appliance(s) from time to time at its absolute discretion.

2.7 DataFort reserves the right to impose such other measures on the Licensee's rights to use

the Service as DataFort shall reasonably deem necessary. In the event that the Licensee does not act in accordance with DataFort's instructions, DataFort shall be entitled to terminate this Agreement forthwith.

3. SUBSCRIPTION AND OTHER FEES

The Licensee will pay the Subscription Fee for the Service based on the details provided in the Statement of Work and any Change Order(s) as set out in the Price List accompanying the Statement of Work. Any work not covered in the Statement of Work as may be required from time to time will be charged at the rate listed in the Statement of Work.

3.1.1 There will be an onsite visit required for completion of the Site Survey. That fee is non-refundable. Hi-5 Lite will have an installation fee required to deliver the service. This fee is non-refundable is the termination option is exercised.

3.1.2 There will be an Engineering Fee associated with any onsite visit by DataFort or DataFort authorized personnel to the Licensee's premises. DataFort shall have the right to require an onsite visit if there is no other way to meet the obligations of the Managed Service.

3.2 In addition DataFort shall be entitled to charge:

3.2.1 an abortive visit charge of £125 if the Licensee fails to allow access for DataFort to complete a task necessary to meet the terms of the Service Level Agreement;

3.2.2. an abortive visit charge of £125 where the Licensee cancels the visit without giving at least 48 hours notice;

3.2.3 an abortive visit charge of £200 where the Licensee requests immediate assistance and then cancels that request.

3.3 Subject to any provision of this Agreement, liability for Subscription and other fees shall commence, unless DataFort notifies the Licensee to the contrary, with effect from the day on which DataFort first makes the Service available to the Licensee, whether or not the Service is actually used. The Subscription Fee being calculated based on the completed Statement of Work provided to the Licensee.

3.4 Payment of the Subscription Fee or any other Fee will be made within 30 days of the date of Invoice.

3.5 Unless stated to the contrary, all fees, rates or charges quoted by DataFort are subject to VAT and listed exclusive of VAT.

3.6 Without prejudice to any other rights of DataFort, DataFort reserves the right to charge interest on overdue amounts (under this clause) or any other clause from the date on which payment thereof was due, to the date on which

it is made (whether before or after judgment) on a daily basis at a rate of 4% per annum over the base rate from time to time of LIBOR. The Licensee shall reimburse DataFort costs and expenses (including legal costs incurred) in the collection of any overdue amounts. Interest shall continue to accrue and costs and expenses shall continue to be reimbursed after the termination of this Agreement for any reason.

4. ACCESSES TO SERVICE

4.1 DataFort may temporarily suspend or restrict the Managed Service for purpose of repair, maintenance or improvement of any of the facilities which are necessary to provide the Service; or vary the technical specification of the Service for operational reasons subject to DataFort giving the Licensee as much on-line, written or oral advice as is reasonably practicable in the circumstances, and restoring the Services, as soon as reasonably practicable after such temporary suspension.

4.2 DataFort shall not be held responsible for the Licensee's inability to use the Service due to:

4.2.1 failure of any of the Licensee's hardware, software, network or Internet connection external to the Managed Service;

4.2.2 any incompatibility between the Licensee's equipment and DataFort's Backup Appliance(s) or the Managed Service;

4.2.3 any breakdown or failure in the Backup Appliance(s) used by the Licensee;

4.2.4 any incapability of the Backup Appliance(s) used by the Licensee to use the Service except as provided in the Service Level Agreement included in this document.

5. SERVICE AGREEMENT INCLUSIONS

5.1 The Licensee must is obligated to provide an environment that assists DataFort in the delivery of the Managed Services. This includes but is not limited to inclusion of clauses that require the Licensee to:

5.1.1 provide local network security, local network access and full access to the Internet in both directions so that the Company can provide the Managed Services.

5.1.2 to provide knowledge of any changes to network and Internet access that may impact the delivery of the Managed Services.

5.1.3 give permission to DataFort and its employees, agents or contractors to execute any works on the Licensee's premises for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Backup Appliance(s);

5.1.4 keep and operate the Backup Appliance(s) installed on the Licensee's premises and not

turn off or remove power from the appliance without informing the Company in a reasonable amount of time;

5.1.5 allow DataFort or our agents to enter the Licensee's premises to inspect the Backup Appliance(s) kept on the premises or elsewhere for the purposes of providing the Managed Services.

5.1.6 grant permission that shall continue in force notwithstanding cancellation or termination of this Agreement until such time as DataFort has recovered all Backup Appliance(s) from the Licensee.

5.1.7 not willfully damage or allow anything to be done to the premises that may cause damage to, or interfere with, the Backup Appliance(s) or prevent easy access to it.

5.1.8 at its expense provide suitable accommodation, assistance, facilities and Secure Environment for the Backup Appliance(s).

5.1.9 be responsible for ensuring at all times the safekeeping and proper use of the Backup Appliance(s) after delivery and or installation at the Premises. The Licensee shall be liable to DataFort for any loss or damage to the Backup Appliance(s) if it can be shown that the loss or damage is due to misuse or malicious intent:

5.1.10 be responsible to keep the Backup Appliance(s) at the Premises and not to move it;

5.1.11 be responsible to permit DataFort and its employees, agents or contractors to test the Backup Appliance(s) at all reasonable times;

5.1.12 shall be responsible not to cause the Backup Appliance(s) to be repaired or otherwise maintained except by an authorized representative of DataFort.

5.1.13 not cause any attachments to be fitted to the Backup Appliance(s) except in accordance with such written authorization as may be notified by DataFort to the Licensee from time to time;

5.1.14 not do anything nor to allow any circumstances likely to damage the Backup Appliance(s) or detract from or impair its performance or operation and not to add modify or in any way interfere with or impair the performance of the Backup Appliance(s);

5.1.15 not to attempt to sell, transfer, dispose of, let, mortgage, charge, modify, extend, repair, service, tamper with, remove or interfere with the Backup Appliance(s) or suffer any distress, seizure or execution of the Backup Appliance(s) or otherwise do anything prejudicial to DataFort or the owner of the Backup Appliance(s); and

5.1.16 not to remove, tamper with or obliterate any identification mark(s) affixed to the Backup

Appliance(s) or to any part thereof showing that it is the property of DataFort or other third party supplier of the Backup Appliance(s).

5.2 Any instance of fire, flood or theft must be duly reported by the Licensee to the appropriate authorities within 5 business days of the occurrence. The Licensee then must provide DataFort with details of any report immediately.

5.3 The Licensee is responsible for any damage to the Appliance(s) outside of normal wear and tear.

5.4 The Licensee will cooperate with DataFort's reasonable requests for information regarding the Licensee's use of the Service and supply such information without delay.

5.5 The Licensee is not permitted to use the Managed Service to store Photographs, Pseudo-photographs, films, articles, sound records, messages, or any other material that may be described as indecent or obscene or is otherwise illegal.

6. LIMITED WARRANTY BY DATAFORT

6.1 DataFort warrants that we will provide the Managed Services with all reasonable skill and care.

6.2 DataFort's entire liability and your exclusive remedy under the Warranty, will be, at DataFort's option, to either:

6.2.1 repair or replace the Service Software and/or Backup Appliance(s) which does not conform with the warranty; or

6.2.2 terminate the Agreement and refund a percentage of the Subscription Fee paid representing unused time.

7. LIMITATION OF LIABILITY

7.1 During the installation, DataFort will test the system to assure the proper functioning of the Managed Services to the specification cited in the Statement of Work. Any changes to the security on the Licensee's network or connection to the Internet may impact DataFort's ability to provide the Managed Services. DataFort cannot be held responsible for loss of service delivery based on changes made to the Licensee's network or Internet connection.

7.2 Except as referred to in clause 7.4 and subject to clause 7.3, the aggregate liability of DataFort in respect of all claims arising under or in connection with this Agreement (whether in contract, tort or otherwise) in any calendar month shall be limited so that it shall in no circumstance exceed a sum equal to the total fees payable to DataFort under this Agreement in the calendar month in which the claim(s) arose.

7.3 DataFort shall not in any circumstance (other than those referred to in clause 7.4) be liable for any loss of profits (actual or

anticipated), loss of revenue, loss of anticipated savings, loss of goodwill, loss or corruption of or damage to Data or for any indirect, incidental, consequential or special loss or damage to the Licensee.

7.4 Nothing in this Agreement shall exclude or limit DataFort's liability for death or personal injury resulting from negligence or in relation to any claim based on fraud or a breach of the obligations imposed by s12 Sale of Goods Act 1979 or s2 Supply of Goods and Services Act 1982.

7.5 DataFort cannot be held liable for loss of service or breach of SLA's if there are problems with the Licensee network, Licensee internet connection, or loss or intermittent power supply problems to the Licensee site.

7.6 DataFort cannot be held liable for loss of service or breach of SLA's where the Licensee or the Licensee's agent has removed DataFort equipment from the network, removed power from DataFort equipment or prevented DataFort equipment from connecting to the Internet.

8. TERM AND TERMINATION

The Term of this Agreement shall commence, unless DataFort notifies the Licensee to the contrary, with effect from the day on which DataFort first makes the Service available, whether or not the Service is actually used and will continue for a minimum Term of thirty six months. The Term will then automatically renew for consecutive periods of thirty six months. The Licensee may terminate this Agreement after the Term by giving DataFort not less than sixty (60 days' written notice before the start of a new term.)

8.1 DataFort shall be entitled to terminate forthwith if:

8.1.1 DataFort is precluded from providing the Service by Law or by the decision of any competent judicial or regulatory authority;

8.1.2 The Licensee becomes insolvent or bankrupt,

8.1.3 The Licensee commits a breach of clause 5 of this Agreement which in DataFort's reasonable opinion is serious enough to merit immediate termination;

8.1.4 The Licensee commits a breach of any of the provisions in this Agreement (including without limitation), a breach of any provision which is capable of remedy, fails to remedy the same within 7 days after receipt of a notice giving particulars of the breach and requiring it to be remedied;

8.2 The right to terminate this Agreement shall not prejudice any other right or remedy of DataFort in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

8.3 If notice is given to terminate this Agreement, the Licensee shall pay any Engineering Fees or other Fees up to the expiry of the Term. They will also be liable for any other pending fees and charges including those involved in the recovery of equipment owned by DataFort. The Licensee's notice does not void any liability for the Managed Service already provided or to be provided under this Agreement. On termination of this Agreement DataFort will immediately cease providing the Service and all data will immediately be deleted from the Appliance and data vault. The Licensee shall have no further rights to use the Managed Service or to access information stored as part of the Service.

8.4 On termination the Licensee will within fourteen days of said termination and at their own expense, in addition to any other liabilities under this Agreement, arrange to deliver the Backup Appliance(s) to a location nominated by DataFort. If the Backup Appliance(s) is not delivered within fourteen days, or if the Backup Appliance(s) has been willfully or negligently damaged and is delivered in an unusable state, the Licensee will forfeit to DataFort the sum equal to the cost of replacing the Appliance with one of a similar or greater specification.

9. INDEMNITY

9.1 The Licensee shall indemnify DataFort against each loss, liability or cost incurred by DataFort arising out of:

9.1.1 any claims or legal proceedings arising from the Licensee's use of the Service; or

9.1.2 Any breach of this Agreement by the Licensee.

10. ASSIGNMENTS

The Licensee shall not assign or delegate or otherwise deal with all or any of its rights or obligations under this Agreement. DataFort shall have the right to assign or otherwise delegate any of its rights or obligations under the terms of this Agreement to any person or entity.

11. FORCE MAJEURE

DataFort shall not be liable for any breach of its obligations under this Agreement where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including without limitation by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of god, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).

12. ENTIRE AGREEMENT AND NO WAIVER

12.1 This Agreement represents the entire understanding between the parties in relation to the subject matter herein and supersedes any

other Agreement or representations made by either party, whether oral or written.

12.2 No waiver by DataFort of any default of the Licensee under this Agreement shall operate or be construed as a waiver by DataFort of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by DataFort to the Licensee shall in any way release, discharge or otherwise affect the liability of the Licensee under this Agreement.

13. NOTICES

Unless otherwise stated within this Agreement, notices to be given to either party shall be in writing and shall be delivered by hand, electronic mail (other than for the purpose of legal process), sent by fax or pre-paid post to the Licensee at the Licensee's address or to DataFort at its address.

14. DATA PROTECTION

14.1 DataFort may use any information supplied by the Licensee for its own administrative and Managed Service purposes or for any purpose required by Law.

14.2 Unless the Licensee notifies DataFort in writing DataFort may use information supplied by the Licensee for purposes of the development of marketing literature, brochures or press statements.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law. DataFort and the Licensee agree to submit to the non-exclusive jurisdiction of the English courts.

16. SERVICE LEVEL AGREEMENT (SLA)

Measurement Conditions for determining Service Level Agreement:

16.1 Onsite Backup Incident: Any element of backup taking place from the Licensee's computer servers to the Backup Appliance where it is shown that a fault in the software or hardware provided by DataFort prevents backups from taking place and subject to the terms of clause 7.1.

16.1.1 Major Incident – Failure to perform an onsite backup in over 1 business day and less than 3 business days.

16.1.2 Critical Incident – Failure to perform an onsite backup in over 3 business days.

16.2 Offsite Backup Incident: Any element of the backup taking place from the Backup Appliance to the Offsite Data Vault where it is shown that a fault in the software or hardware provided by DataFort prevents backups from taking place and is subject to the terms of clause 7.1.

16.2.1 Minor Incident – No offsite backup as

detailed in the Statement of Work greater than 1 business day and less than 3 business days.

16.2.2 Major Incident – No offsite backup as detailed in the Statement of Work greater than 3 business days and less than five business days.

16.2.3 Critical Incident - No offsite backup as detailed in the Statement of Work greater than five business days.

16.3 Remote Engineering Incident:

Any support or recovery service that can be provided to the Licensee remotely.

16.3.1 Minor Incident - Failure to respond to a request for remote support within 2 business hours.

16.3.2 Major Incident - Failure to respond to a request for remote support within 4 business hours.

16.3.3 Critical Incident - Failure to respond to a request for remote support within 1 business day.

16.4 Onsite Engineering Incident: Any Engineering service that needs to be performed at the Licensee’s premises to provide uninterrupted service.

16.4.1 Critical Incident – Failure for an Engineer to be available for onsite Engineering Service greater than 2 business days after a reported issue.

16.5 Server Invocation:

The process where the Licensee requests one of their servers be run from within an Appliance virtual environment.

16.5.1 Major Incident - Failure to respond to a request for server invocation within 2 business hours.

16.5.2 Critical Incident - Failure to respond to a request for server invocation within 4 business hours.

16.5.3 Special consideration for secondary virtual invocation. If a second server fails while the appliance is already running a virtual server, the subsequent servers will be recovered on a best endeavors basis.

16.6 Compensation

The Licensee shall be entitled to a refund based on the following computations.

16.6.1 Minor Incident – in any month where there is a minor SLA breach, each breach will entitle the Licensee to 10% of the Subscription Fee in that month. This is based on 1/36 of the Suggested Retail Subscription Fee and shall be limited to 100% of 1/36 of the Subscription Fee in any given month.

16.6.2 Major Incident – in any month where there is a major SLA breach, each breach will entitle the Licensee to 25% of the Subscription Fee in that month. This is based on 1/36 of the Suggested Retail Subscription Fee and shall be limited to 100% of 1/36 of the Subscription Fee in any given month.

16.6.3 Critical Incident – in any month where there is a major SLA breach, each breach will entitle the Licensee to 100% of the Subscription Fee in that month. This is based on 1/36 of the Suggested Retail Subscription Fee and shall be limited to 100% of 1/36 of the Subscription Fee in any given month.

16.7 This SLA is subject to change upon renewal of the Service Agreement.

Copy of Terms And Conditions received and acknowledged by:

SIGNATURE

DATE

PRINT NAME

COMPANY

Schedule I: WORK ORDER

Must be complete to book site survey (A separate sheet will be needed for each site)

Installation details:

Date:			
Contact Name:			
Company:			
Address:			
Address:		City:	
County:		Postcode:	
Telephone No.:			
Email:			

Site Survey Date Selection:

Please select the week you would like to have the system installed. Exact dates for the Site Survey can be requested but cannot always be accommodated. We will confirm the exact date of installation as soon as possible. Payment in full for Site survey and Data analysis fees must be received 14 days prior to the start of the survey.

Preferred install date:			
2 nd Choice:			
3 rd Choice:			
Special Requests:			

Site ID:			
Internet Connectivity Speed			
Primary Connection		Backup connection	
<input type="checkbox"/> Check this box if servers are rack mounted			
Server 1			
Server ID:		Op. System:	

Disk size:		% full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Failover	<input type="checkbox"/> Archive Recovery	<input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR
Server 2			
Server ID:		Op. System:	
Disk size:		% full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Failover	<input type="checkbox"/> Archive Recovery	<input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR
Server 3			
Server ID:		Op. System:	
Disk size:		% full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Failover	<input type="checkbox"/> Archive Recovery	<input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR
Server 4			
Server ID:		Op. System:	
Disk size:		% disk full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Failover	<input type="checkbox"/> Archive Recovery	<input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR
Server 5			
Server ID:		Op. System:	
Disk size:		% full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Failover	<input type="checkbox"/> Archive Recovery	<input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR
Server 6			
Server ID:		Op. System:	

Disk size:		% disk full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Hi-5 <input type="checkbox"/> Archive Recovery <input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR		
Server 7			
Server ID:		Op. System:	
Disk size:		% full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Failover <input type="checkbox"/> Archive Recovery <input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR		
Server 8			
Server ID:		Op. System:	
Disk size:		% full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Failover <input type="checkbox"/> Archive Recovery <input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR		
Server 9			
Server ID:		Op. System:	
Disk size:		% full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Failover <input type="checkbox"/> Archive Recovery <input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR		
Server 10			
Server ID:		Op. System:	
Disk size:		% full:	
Server function:	[Domain Controller] [mail server] [database] [blackberry server] [file server]		
Service level required:	<input type="checkbox"/> Failover <input type="checkbox"/> Archive Recovery <input type="checkbox"/> Data Vaulting <input type="checkbox"/> BMR		

SERVICE DESCRIPTION AND FEE SCHEDULE

HI-5 SERVICE

The Hi-5 service includes all the hardware, software, management and support as provided from the DataFort Operations Centre as needed to provide the service. Payments are made quarterly in advance by Direct Debit Facility. There are certain services that may require an engineer to go to the Licensee's site and it is solely at DataFort's discretion that these visits take place. These visits are billable events and the Licensee is obliged to permit and pay for these services as they may be needed to meet the SLAs of the service. All fees noted below are Ex VAT.

The service includes

- Recovery of individual files and folders
- Recovery of a system image of the protected server for installation on new or repaired servers, (Certain technical specifications must be considered when purchasing new servers and before purchasing new hardware you should discuss your selection with DataFort engineers.) Image recovery onto new hardware requires an engineering visit.
- Recovery of a failed server into a virtual environment hosted within the DataFort Hi-5 appliance provided and maintained by DataFort on the Licensee's business site.
- Recovery of a server to an earlier point-in-time within the Hi-5 appliance.
- Disaster Recovery: Recovery of the protected server onto a new Hi-5 appliance which can be delivered to an arranged secondary location. The virtual copy of the server will run until the Licensee can provide replacement production servers to replace the destroyed equipment. More than one virtual server may run on a single appliance. At that time a system image will be created from the virtual one running on the Hi-5 appliance for installation on the new hardware. As an engineer must return to the temporary office to install the system image and data onto new equipment this is a billable event.

VAULTING PLUS SERVICE

The Vaulting Plus service includes all the hardware, software, management and support as provided from the DataFort Operations Centre as needed to provide the service. Payments are made quarterly in advance by Direct Debit Facility. There are certain services that may require an engineer to go to the Licensee's site and it is solely at DataFort's discretion that these visits take place. These visits are billable events and the Licensee is obliged to permit and pay for these services as they may be needed to meet the SLAs of the service. All fees noted below are Ex VAT.

The service includes

- Recovery of individual files and folders
- Recovery of a system image of the protected server for installation on new or repaired servers, (Certain technical specifications must be considered when purchasing new servers and before purchasing new hardware you should discuss your selection with DataFort engineers.) Image recovery onto new hardware requires an engineering visit.
- Recovery of a server to an earlier point-in-time within the Vaulting Plus appliance.
- Disaster Recovery: Recovery of a system image and data from the protected server onto a new appliance which will be delivered to an arranged secondary location. As an engineer needs to be present to recover the system image and data onto a new server, there will be a charge for creating and installing the system image onto new equipment.

DATA VAULTING

Data Vaulting is provided both locally (for quick file recovery) and offsite for disaster recovery. Where Hi-5 security of a computer is complete, data for vaulting must be selected by the Licensee for backup solely at their responsibility. DataFort or the Licensee can select files for recovery anywhere accessible on their network. In the case of disaster recovery, the protected data will be delivered to the Licensee's temporary site in an encrypted and compressed format on a backup appliance. The Licensee must provide computer space for the data to be returned to a usable format.

BYTEBAQ DATA VAULTING FOR LAPTOPS IN THE FIELD

This is an offsite vaulting service to be used exclusively for laptops in the field. The service will automatically secure all the data on the protected machine with exceptions that can be viewed at: [HTTP://WWW.BYTEBAQ.COM/TYPE.HTM](http://www.bytebaq.com/type.htm). The user can download data from their account over any internet connection. If faster recovery is desired, a USB disk loaded with the entire data set can be sent to the user's office.