ilicomm
Technology Solutions

Really Important Doc

General Terms & Conditions

Version 1.6 | ilicomm Technology Solutions Ltd.

Document Control

Document Control	
Reference:	General Terms & Conditions
Author	Legal Team
Version	1.6

1. SCOPE /APPLICATION

This Agreement covers the provision of managed services.

These general terms and conditions and the Appendices form the contract governing the terms of supply.

ilicomm and the Customer may agree to add additional Appendices for additional services in accordance with clause 12(f).

2. DEFINITIONS AND INTERPRETATION

In this document, the following words have the following meanings unless stated otherwise:

"**Acceptable Usage Policy**" or "**AUP**" means the policy set out in Appendix 2 as updated or amended from time to time.

"**Billing Commencement Date**" means the start date for the Services as further set out in clause 3(d).

"**Confidential Information**" means all information disclosed by one party to the other, whether before or after the effective date of the Contract, that any reasonable business person should reasonably understand to be confidential, including but not limited to: i) for the Customer all information transmitted to or from, or stored on, the Customer's system; and ii) for ilicomm, unpublished prices and other terms of service, audit and security reports, development plans, solution diagrams, data centre designs, and observations, and other proprietary information or technology.

"**Contract**" means these terms and conditions, the Order Form and the Appendices, including the AUP.

"**Contract Start Date**" means the date listed on the Order Form when the contract between the Customer and ilicomm becomes binding and this Contract comes into effect.

"**Credits**" means a credit provided to the Customer against the applicable Monthly Recurring Service Fees, as described in the applicable Service Level Agreement.

"**Customer**" means the party referred to as the Customer on the Order Form and any persons, third party, agents, sub-contractors, consultants, employees and those acting on their behalf.

"**Fees**" means the applicable fees payable by the Customer in accordance with the Order Form. "Initial Term" means the minimum term for which ilicomm Ltd will provide the Services to the Customer as indicated on the Order Form.

"**Monthly Recurring Service Fees**" means the monthly recurring fees for the applicable Service payable by the Customer as detailed on the Order Form.

"**Normal Business Hours**" means between 09:00 hrs and 17:00 hrs on any day except a Saturday, Sunday or public or bank holiday in England and Wales.

"**Order Form**" means an order form signed by an authorised representative of ilicomm and completed by the Customer.

"**Party**" means ilicomm and/or the Customer.

"**Permitted Sub-contractor**" means any third party used by ilicomm in providing the Services.

"**ilicomm**" means ilicomm Ltd whose registered office is 4 High Street, Aldridge, Walsall, West Midlands WS9 8LZ.

"**Service Level Agreement**" or "**SLA"** means the service level agreement relating to the applicable Services that describes the service levels to be met by ilicomm together with the remedies available to the Customer for failue to meet such service levels.

"**Services**" means any services which are provided under this Contract as listed on the Order Form.

"**Term**" means the Initial Term together with any extension of the Initial Term in accordance with clause 3.

Any words following the terms including include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

3. COMMENCEMENT OF CONTRACT

1.1. The Contract shall commence on the Contract Start Date and will continue for the Initial Term and thereafter as provided in clause 3b unless terminated earlier in accordance with clause 11.

1.2. The term of this Contract shall automatically extend after the end of the Initial Term for further one (1) year periods (each an "Extension Term") unless either Party gives the other Party not less than three (3) months written notice, such notice to expire at the end of the Initial Term or the relevant Extension Term in which notice is given.

1.3. On execution of an Order Form by Ilicomm and the Customer, that Order Form is deemed a binding contract subject to this Contract. To the extent there is any inconsistency between these General Terms and Conditions, the Order Form and any Appendices, policies or attachments, such documents must be read in the following order of priority:

1.3.1. the Order Form;

1.3.2. the AUP;

1.3.3. the General Terms and Conditions;

1.3.4. the relevant Appendix for the Service supplied;

1.4. The Billing Commencement Date for the Services shall be the earlier of:

1.4.1. Contract Start Date as specified on the Order Form;

1.4.2. The first date of installation of any equipment into any ilicomm data centre or commencement of the applicable Services.

4. ilicomm's RIGHTS AND OBLIGATIONS

1.5. ilicomm will perform the Services:

    1.5.1. in accordance with this Contract;

    1.5.2. with reasonable care and skill;

    1.5.3. so that they meet or exceed the service levels set out in the SLA; and

    1.5.4. in accordance with any specific conditions that appear on the Order Form.

1.6. Notwithstanding the above, ilicomm cannot, however, guarantee that Services will be uninterrupted, error-free or completely secure.

1.7. ilicomm reserves the right to update or amend the applicable Service Level Agreements at any time provided it gives the Customer not less than 30 days prior written notice and such update or amendment shall apply generally to all ilicomm customers receiving similar Services.

1.8. ilicomm disclaims and excludes any and all warranties, terms or conditions not expressly stated in the Contract as permitted by law, including implied warranties, terms or conditions relating to the satisfactory quality and fitness for purpose. The Customer is solely responsible for the suitability of the Services chosen.

1.9. ilicomm will maintain an up to date business continuity and disaster recovery plan.

5. THE CUSTOMERS OBLIGATIONS

1.10. The Customer agrees that any fault with the Services which the Customer detects must be reported to ilicomm as soon as possible either:

    1.10.1. by telephone on the number listed on the contact section of the ilicomm website, or

    1.10.2. to such other telephone number as ilicomm may notify to the Customer from time-to-time for this purpose.

    1.10.3. By email to the support email address provided.

Unless otherwise directed in writing by ilicomm, the Customer shall raise any critical issues in relation to the Services such as Service Failure or Service Affecting Issues by telephone.

1.11. The Customer represents and warrants:

    1.11.1. it has the full capacity and authority to enter into and perform this Contract and that this Contract is executed by a duly authorised representative of the Customer

    1.11.2. it has the appropriate knowledge to use the Services and will be responsible for any problems resulting from any interference by the Customer;

    1.11.3. the performance of its obligations and use of the Services will not violate any applicable laws, rules or regulations or the rights of any third party, or cause a breach of any agreements with any third parties or unreasonably interfere with other ilicomm the Customer's use of ilicomm services;

    1.11.4. it is using the Services for its own or group use and will not resell the Services to any third party without the prior authorization from ilicomm;

1.12. The Customer undertakes that:

    1.12.1. It will comply with the ilicomm Acceptable Usage Policy ("AUP")

    1.12.2. it will comply with any rules imposed by any third party whose content or services are accessed via the Services;

    1.12.3. it will inform ilicomm forthwith if any of the Services are subject to interference or malfunction;

1.12.4. it will provide ilicomm with reasonable notice of any circumstances that the Customer has prior knowledge of that may affect the normal operation of the Services provided.

In the event of a breach of any of the Customer warranties or undertakings set out above, ilicomm reserves the right to suspend the Services in accordance with clause 10 of these General Terms and Conditions.

6. INTELLECTUAL PROPERTY & DATA PROTECTION

1.13. Except for the rights expressly granted in these General Terms and Conditions, the delivery of the Services does not and will not transfer to the Customer any right, title or interest in and to:

1.13.1. any ilicomm equipment used in providing the Services; or

1.13.2. any ilicomm proprietary technology, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by or licensed to ilicomm), including but not limited to any derivative works, improvements, enhancements or extensions of that proprietary technology.

1.14. **Each party agrees not to use the others confidential information except solely in connection with the performance or use of Services. Neither Party shall, without the prior written consent of the other Party, use or disclose the Confidential Information of the other Party during the Term or following the expiration or termination hereof. Each Party will take all reasonable precautions to protect the other Party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information. Notwithstanding the foregoing, a Party may disclose Confidential Information:**

1.14.1. to any consultants, contractors, advisers and insurers who have a need to know in connection with this Contract and who are under binding obligations of confidence; or

1.14.2. to the extent required by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction; provided that, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure.

1.15. The Customer agrees for the duration of this Contract and for a period of 12 months thereafter, not to approach any ilicomm employee in respect of recruitment for their own business, including but not limited to offers of employment, whether on a full-time or part-time basis or any other basis which includes non-paid or paid work.

1.16. Where ilicomm is a data processor in the course of the provision of the Services, ilicomm will only process the customer's data in accordance with the customers instructions, unless otherwise required by law or for reasons pursuant to the normal operations of ilicomm's business. Specifically, ilicomm will;

1.16.1. not transmit such data and information to a country or territory outside the European Economic Area without the customer's express consent; and

1.16.2. take such reasonable technical or organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the Customer as data controller.

1.17. Pursuant to this ilicomm are ISO 27001 accredited and a copy of ilicomm certificate can be made available upon request

7. PAYMENT

1.18. ilicomm will invoice the Customer with effect from the Billing Commencement Date.

1.19. The Customer agrees:

1.19.1. That ilicomm may bill the Customer quarterly in advance from the Billing Commencement Date for all applicable Fees unless otherwise agreed;

1.19.2. to sign and maintain in force, a direct debit mandate to permit ilicomm to collect any Fees due, with payments taken 30 days from invoice date. If the payment date falls on a weekend or bank holiday, payment will be taken on the first working day after the original payment date;

1.19.3. that ilicomm may charge daily interest at a rate of 8% above the Bank of England base rate on any overdue payments that have passed the 30-day payment term;

1.19.4. that ilicomm may, at any time during the contract Term, but no more than once a year, vary the Fees payable by the Customer by giving at least 30 days prior written notice;

1.19.5. that ilicomm may, at any time during the Contract Term, vary the Fees payable by the Customer by giving at least 30 days prior written notice in the event of new taxation laws, or the introduction or increase in any taxes, levies, costs or expenses, including any taxes, levies, costs or expenses arising out of or in connection with the use of energy or power consumption which relate to the Services;

1.19.6. ilicomm may issue a suspension notice if the Customer fails to pay any ilicomm invoices more than 45 days after the invoice date. If payment is not received within 7 days of the date of issue of ilicomm's suspension notice ilicomm may suspend the Services in accordance with clause 9. Without prejudice to any other remedies, ilicomm may have, ilicomm may commence such action as is necessary to recover the debt, including termination for material breach in accordance with clause 11(a).

8. LIMITATION

1.20. Subject to clause8(b)and clause8(c),ilicomm's total liability to the Customer for direct loss or damages whether in contract, tort (including, without limitation, negligence or breach of statutory duty), and howsoever arising including in connection with the performance, non-performance or delayed performance of this Contract shall be limited to and shall not exceed an amount that is twelve (12) times the Monthly Recurring Services Fees under this Contract as of the time of the occurrence of the event(s) giving rise to the claim.

1.21. ilicomm shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any:

1.21.1. loss of profits;

1.21.2. loss of revenues, loss of goodwill;

1.21.3. loss of contracts, loss of business opportunity;

1.21.4. loss of data; v. loss of business;

1.21.5. depletion of goodwill or similar losses;

1.21.6. pure economic loss; or

1.21.7. for any indirect or consequential loss, costs, damages, charges or expenses however arising.

1.22. Nothing in this Contract limits or excludes either Party's liability for any loss or damages resulting from:

1.22.1. death or personal injury caused by its negligence; and

1.22.2. any fraud or fraudulent misrepresentation.

1.23. Except where the Customer has an express right to terminate in accordance with clause 10 (a), the Credits stated in the Service Level Agreement are the Customer's

exclusive remedy for ilicomm failure to meet the guarantees detailed in the applicable Service Level Agreement, for which Credits apply.

1.24. As the Fees for the Services properly reflect, he delineation of risk between the Party's, each Party agrees to ensure that it will be responsible for making its own arrangements for the insurance of any loss in excess of its accepted legal liability as necessary.

9. SUSPENSION OF SERVICES

1.25. ilicomm may suspend the Services for non-payment of Fees as provided in clause 9 (b) (vi). If the Customer does not make payment in full of all overdue sums within 14 days of ilicomm's suspension of Services, the same shall constitute a non-remediable material breach of the Contract and may terminate the Contract on written notice of the Customer with immediate effect.

1.26. In addition to any other remedies available under this Contract, at law or otherwise, however, ilicomm may, in its reasonable discretion, suspend the Services with immediate effect:

1.26.1. in the event of any breach by the Customer of this Contract (other than non-payment); or

1.26.2. where ilicomm has the right to terminate this Agreement;

1.26.3. where ilicomm has an express right in any Appendix to suspend all or part of the Services.

ilicomm may at its discretion provide notice and a reasonable opportunity for the Customer to rectify the breach if practicable to do so.

1.27. Once the Customer has rectified the breach and provided ilicomm has not first terminated the suspended Services, ilicomm will promptly restore the suspended Service(s).

1.28. ilicomm reserves the right to recharge the Customer for any expenses incurred in the reinstatement of Services once payment is received.

1.29. All applicable service levels shall be suspended for the period of any suspension.

10. TERMINATION

1.30. Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Contract without liability to the other immediately on giving notice to the other if:

1.30.1. the other Party commits a material breach of any of the terms of this Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or

1.30.2. the other Party suspends or threatens to suspend, payment of its debts is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

1.30.3. the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors: or

1.30.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Party; or

1.30.5. an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other Party; or

1.30.6. a floating charge holder over the assets of that other Party has become entitled to appoint, or has appointed, an administrative receiver; or

1.30.7. a person becomes entitled to appoint a receiver over the assets of the other Party, or a receiver is appointed over the assets of the other Party; or

1.30.8. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

1.30.9. the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

1.30.10. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10 (a) (i) to clause 10 (a) (x)(inclusive) of these General Terms and Conditions;

1.31. ilicomm reserves the right to terminate all or part of the Services with immediate effect on written notice to the Customer if the Customer is in breach of the AUP.

1.32. Without prejudice to ilicomm's other rights and remedies, if the customer terminates the contract before expiry of the Initial Term, ilicomm, may at its discretion, allow the Customer to terminate the Contract subject to paying a minimum of eighty percent (80%) of the remaining Fees to the end of the Initial Term and any expenses already and unavoidably incurred by ilicomm.

1.33. On termination or expiry of this Contract for any reason, the service levels set out in the applicable SLA will cease to have an effect and will not apply to the provision by ilicomm of any exit assistance it may agree to provide.

11. INDEMNIFICATION

1.34. If ilicomm, its affiliates, or any ilicomm employees, agents, Permitted Sub-contractors or suppliers (the "Indemnitees") receives a claim or action by a third party arising from:

1.34.1. the Customer's actual or alleged negligence or breach of the law,

1.34.2. the Customer's failure to comply with any security or access policies provided by ilicomm under this Contract;

1.34.3. breach of the Customer 's agreement with its own customers or end-users,

1.34.4. the Customer's breach of the AUP;

1.34.5. any damage or destruction to ilicomm Premises, any ilicomm equipment used in providing the Services or the ilicomm network arising from the acts or omissions of the Customer; or

1.34.6. any damage or destruction to ilicomm the Customer equipment or the Customer data arising from the acts or omissions of the Customer.

then the Customer will indemnify the Indemnitees and pay the cost of defending the claim or action (including reasonable legal fees) and any costs, damages award, fine or other amount that is imposed on or incurred by the Indemnities as a result of the claim .the Customer's obligations to indemnify the Indemnities under this clause include claims arising out of the acts or omissions of the Customer's employees or agents, any other person to whom the Customer has given access to the Services, and any person who gains access to the Services as a result of the Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by the Customer.

12. GENERAL

1.35. Any notice required to be given under this Contract, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by

commercial courier, to each party required to receive the notice at its address as set out on the Order Form. Any notice shall be deemed to have been duly received:

1.35.1. if delivered personally when left at the address and for the contact referred to in this clause; or

1.35.2. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

1.35.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

A notice required to be given under this Contract shall not be validly given if sent by e-mail.

1.36. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

1.37. This Agreement constitutes the whole Agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. Nothing in this subclause shall limit or exclude any liability for fraud.

1.38. The Customer may not assign transfer or otherwise hold on trust any of its rights and obligations under this Contract without first obtaining the written consent of ilicomm. ilicomm may subcontract the Services or any part of them to Permitted Sub-contractors provided that at all times it remains liable for the acts and omissions of its Permitted Subcontractors with regard to the Services as if the same were its own acts and defaults.

1.39. If a provision of this Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of this Contract shall not be affected. If a provision of this Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

1.40. No variation of this Contract shall be effective unless it is in writing and signed by the parties(or their authorised representatives). The Parties may add additional services to this Contract by adding additional Appendices describing the additional services and any applicable service level agreement in respect of those services.

1.41. Other than ilicomm Indemnities a person who is not a party to this Contract shall not have any rights under or in connection with it. ilicomm and the Customer may amend or vary the terms of this Agreement without requiring the consent of any other person.

13. FORCE MAJEURE

1.42. ilicomm shall not be liable for any and all losses (including loss of or corruption to data) damages, costs, claims, and other liabilities which arise as a result of any delay or interruption in, or any non-delivery, or missed delivery of failure of any equipment and/or services due to circumstances beyond ilicomm's or any of its suppliers 'reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, terrorism, cyber-attack or unauthorised penetration of systems (except to the extent that the Customer has specifically purchased services from ilicomm to mitigate such risks and such risks should reasonably have been mitigated by that service) adverse weather conditions or acts of local or central Government or other

competent authorities or agencies, whether authorised or not by such Government or authority).

14. GOVERNING LAW

1.43.   This Contract and any disputes arising therefrom (including non-contractual disputes) are governed by and construed in accordance with English law notwithstanding the jurisdiction where the Customer is based. the Customer irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Contract and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts. The place of performance shall be England.

15. APPENDIX 1 - CLOUD TERMS & CONDITIONS

In addition to the General Terms and Conditions, the following additional terms and conditions are applicable to any Cloud Hosting services.

ADDITIONAL DEFINED TERMS

"**Bandwidth**" means the amount of outbound network bandwidth (via the internet) allocated to the Customer as specified on the Order Form.

"**Base Configuration**" means the installation and configuration of the Operating System, Core Software and any other software or security settings as determined as appropriate by ilicomm to supply the Services.

"**Core Infrastructure**" means any components which are used directly or indirectly in providing the Services to the Customer, including but not limited to network routers & switches, physical and virtual servers, storage devices, Hypervisors, management software, and cabling.

"**Core Software**" means any software included as part of the Services as defined on the Order Form.

"**CPU**" means an amount of virtual CPU resources, usually defined per core or in GHz.

"**Emergency Situation**" means any situation resulting in a significant loss of service, or damage to Customer's or ilicomm's business or reputation, including but not limited to any violations of the AUP.

"**Fully Managed**" means a service where ilicomm will manage, update and support all Core Infrastructure, the Operating System and any Core Software. ilicomm will be responsible for Operating System patching and will also provide an advanced level of monitoring if required.

"**Hypervisor**" means a piece of computer software, firmware or hardware that creates and runs Virtual Machines (e.g. VMWare ESXi or Citrix XenServer).

"**IaaS**" means Infrastructure as a Service where typically ilicomm provide the Customer with the ability to utilize ilicomm processing, storage, networks, and other fundamental computing resources to deploy and run operating systems, applications and other software on a cloud infrastructure.

"**Operating System**" means the main software in a server that controls the way the server works and makes it possible for other programs to function (e.g. Windows Server or Red Hat Enterprise).

"**PaaS**" means Platform as a Service where typically ilicomm provide the Customer with the capability to deploy applications (created or acquired) onto the cloud infrastructure pre-configured by ilicomm.

"**RAM**" means an amount of virtual memory, usually defined in GBs.

"**Semi-Managed**" means a service where ilicomm will manage, update, and support the Core Infrastructure and provide a basic level of monitoring. The Customer is responsible for all other aspects of day-to-day management.

"**Storage**" means an amount of disk space, usually defined in GBs.

"**Virtual Machine**" means a self-contained operating environment provided by ilicomm that behaves as if it is a separate server with its own allocation of CPU, RAM and Disk Space.

16. ilicomm SERVICE DESCRIPTION

ilicomm will provide the following as part of the Services:

16.1. An allocated amount of CPU, RAM, Storage, Bandwidth and any other components as specified on the Order Form.

16.2. A Base Configuration for any Virtual Machine/s.

16.3. A Fully Managed or Semi-Managed service as stated on the Order Form.

16.4. ilicomm also agree to provide: |

16.4.1. A SECURE AND STABLE ENVIRONMENT:

16.4.2. High security. 24x7x365 with CCTV, GSM alarm systems and dual-presentation access control.

16.4.3. Energy-efficient UPS systems

16.4.4. Back-up generators with emergency refuelling contracts in place

16.4.5. Dual VESDA fire detection & FM200 suppression system

16.4.6. Controlled and monitored environment

16.5. **PROACTIVE MONITORING:** ilicomm will provide a continuous proactive monitoring service of Virtual Machine status and resources, and any alerts will be received and dealt with by the ilicomm support team in line with the SLA. As standard we will monitor:

16.5.1. IP Connectivity (ping)

16.5.2. Disk Usage

16.5.3. Memory Usage

16.5.4. CPU Usage (Windows only)

16.5.5. Load Average (Linux only)

In addition to the standard monitoring items listed above, ilicomm can also monitor other items that the customer requests (only available with a fully managed service). Additional fees may be applicable if a custom monitoring scripts needs to be written.

STRICT CHANGE CONTROL: ilicomm operate a strict change control process where any changes must be first planned by ilicomm and then authorised by the Customer before any work can commence. This applies regardless of if the change has been requested by ilicomm or requested by the Customer.

ilicomm also offers a fast-track option for changes, where the change is processed without being scheduled in advance and without a work plan being approved by the Customer. A fast-track change is undertaken exclusively and entirely at the customers

own risk and should be reserved only for minor changes (e.g. a firewall rule being added). silicon, have the right to refuse fast-track change requests if silicon deems the requested change would pose a significant risk to the continuity of the Services being provided.

ilicomm will in no circumstances make any changes to the Virtual Machine resources or the Base Configuration without the prior knowledge of the Customer, unless in an Emergency Situation or when the Customer requested a fast-track change.

16.6. **MAINTENANCE OF CORE INFRASTRUCTURE:** From time-to-time, ilicomm will need to perform scheduled maintenance on our Core Infrastructure to ensure optimum performance, reliability, and security of the Services.

ilicomm will provide a minimum of 24 hours' notice for any scheduled maintenance that we deem to be a risk to the performance or reliability of the Services.

In the event that ilicomm becomes aware of a critical issue that may require unscheduled maintenance, ilicomm will endeavour to notify the Customer prior to the maintenance commencing; however, in this situation, the Customer will understand that the ilicomm priority is to protect the security, reliability, and performance of the Services and prior notice may not always be possible.

17. Where specified on the Order Form ilicomm will also provide:

17.7. **OPERATING SYSTEM PATCHING:** ilicomm will provide a patching service as part of its Fully Managed service unless otherwise stated on the Order Form or ilicomm has received a specific request from the Customer in writing or via the ilicomm ticketing system.

Where the Customer has agreed for ilicomm to proactively apply patches these will be applied outside of Normal Business Hours unless the Customer requests for these to be schedule within Normal Business Hours.

In the event that we become aware of critical updates, we will contact the Customer to arrange the earliest opportunity to apply these patches which is convenient to the Customer.

17.8. **FIREWALLS:** ilicomm will provide a managed firewall service as specified on the Order Form.

Unless the Customer requests a different rule set during implementation, ilicomm will as standard implement our "default-deny" rule set upon installation of your firewall.

The Customer may request a firewall configuration change at any time by using our standard change control process. ilicomm will endeavour to implement requested firewall changes within 1 hour from receiving a request unless the change being requested is deemed to be substantial or possess a significant risk to the continuity of the Services being provided.

17.9.   **LOAD BALANCING:** We will provide a managed load balancing services as specified on the Order Form.

Load balancer configurations will be agreed with the Customer prior to the commencement of the Services provided.

The Customer may request a load balancer configuration change at any time by using our standard change control process. ilicomm will endeavour to implement requested firewall changes within 1 hour from receiving a request unless the change being requested is deemed to be substantial or possess a significant risk to the continuity of the Services being provided.

17.10.   **MANAGED BACKUP SERVICE**: We will provide an agreed amount of backup space as specified on the Order Form. We perform daily backups and replicate these back-ups overnight to an off-site data centre.

As standard, we will keep 7 days' worth of backups unless otherwise stated on the Order Form or ilicomm have received a specific request from the Customer in writing or via the ilicomm ticketing system.

Backups usually take place between the hours of 00:00 hrs and 07:00 hrs GMT (or GMT+1 during BST), unless otherwise agreed with ilicomm. We will monitor each backup task and in the event of a task failure, we will attempt to resolve the issue with 24 hours and will actively monitor subsequent backup tasks until successful completion.

18. ilicomm OBLIGATIONS

18.11.   ilicomm will provide the Services in accordance with the service description listed in section 2 and the Cloud Hosting SLA in Appendix 2.

18.12.   ilicomm will endeavour to deliver the Services prior to the contract Start Date, but this is not guaranteed. ilicomm will inform the Customer on a regular basis about progress and the expected date of completion. Whereby there has been a delay in the provisioning process which has not been caused by the Customer and has meant the Services are not ready prior to the Contract Start Date, the Customer will not be charged for until the Services are fully functional and handed over to the Customer.

19. CUSTOMER OBLIGATIONS

19.13.   The Customer must provide, in a timely manner, all information required for ilicomm to provision Services as laid out in the Order Form. This includes (but is not limited to), details of software to be installed and any license keys where required.

19.14.   The Customer shall ensure that they obtain and maintain all necessary licenses and consents for any software to be installed on the Virtual Machines. ilicomm will not be held responsible for any misuse of license keys or violation of terms and conditions of third parties by the installation of any licensable products hosted on its Core Infrastructure, except where said licenses have been provided by ilicomm as part of the service or as detailed on the Order Form.

19.15.   The customer shall keep secure any information, passwords and access details and shall notify ilicomm immediately of any breach of security or unauthorised use of your account and be forthcoming with any information which may assist with ilicomm

investigation of service outages, security problems or any suspected breach of the terms and conditions of this agreement.

19.16. If the Customer does not have a Full-Managed service with ilicomm, the Customer must keep all its servers and software up to date with available security patches unless otherwise agreed in writing or on the Order Form.

19.17. The customer understand that it has no right, title or interest in any internet protocol address ("IP Address") allocated to you, and any IP address allocated to you as part of the Services and is not portable or otherwise transferable by you. Upon expiration of the Services, the Customer must discontinue the use of the IP addresses.

20. PAYMENT

20.18. Where the Customer has opted to take any services, which are billed on an hourly basis, ilicomm will invoice the Customer arrears for any usage which is not pre-paid as part of the agreed amounts listed on the Order Form.

20.19. fdfddf

21. TERMINATION OF SUPPLY BY

21.20. ilicomm ilicomm reserve the right to terminate the Contract in accordance with the General Terms and Conditions. Upon termination, ilicomm will allow Customer access to its data in order to transfer the data to Customer or a replacement supplier. ilicomm is not required to provide any additional assistance save as may otherwise be agreed between the parties.

22. APPENDIX 2 – CLOUD SERVICE LEVEL AGREEMENT ("SLA")

This SLA is provided in accordance with General Terms and Conditions and the Cloud Terms and Conditions.

23. ilicomm COMMITMENT

23.21. ilicomm will provide the relevant Services in accordance with this SLA.

23.22. If ilicomm fails to meet the levels of service set out in paragraph 3 of this SLA, we will issue the credits in accordance with this SLA.

24. TECHNICAL SUPPORT & MONITORING

24.23. 2.1. ilicomm will monitor all key components used in the delivery of the Services 24 hours a day, 7 days a week, 365 days a year.

25. SLAs

25.24.   RESPONSE GUARANTEE

ilicomm will respond to any support requests made via the telephone or a support ticket within the following timeframes:

25.25.   SERVICE GUARANTEE

For the purpose of this Appendix "Service Affecting Issue" means any issue that materially degrades the performance of the Services being provided under this Contract.

25.26. In the event of a Service Affecting Issue arising ilicomm will work to fix the problem as quickly as possible.

25.27.   POWER AVAILABILITY

25.27.1. The Services are backed by a 100% uninterruptable power supply (UPS) with automatic failover to a diesel backup generator in the event of a mains failure subject to the following exclusions:

25.27.2. scheduled maintenance;

25.27.3. any acts or omissions of the Customer (or its Representatives) in breach of this Contract;

25.27.4. any of the outages or other Service Affecting Issues described in paragraph 4 below, where ilicomm's liability is expressly excluded.

26. EXCLUSIONS

26.28. Under no circumstances will ilicomm be liable for any Service Affecting Issue or any other disruption or interruption to the Services to the extent caused by any sabotage, terrorism, cyber-attack or unauthorised penetration of systems (except to the extent that the Customer has specifically purchased services from ilicomm to mitigate such risks and such risks should reasonably have been so mitigated by that service), including without limitation,

26.29. so-called 'denial of service (DoS or DDoS) attack"

26.30. unauthorised access to third party accounts or to the services of other customers of ilicomm

26.31. dissemination of computer viruses;

26.32. disruptions to building management, network, SCADA or DCIM systems and other attacks on physical systems caused by unauthorised access of third parties (notwithstanding the taking of reasonable security measures by ilicomm).

27. APPENDIX 3 - ACCEPTABLE USE POLICY ("AUP")

This policy contains guidelines on how the Customer shall use ilicomm Services. These guidelines give the Customer clear expectation as to what constitutes fair and reasonable usage. Customer acknowledges that it is bound by these guidelines as a user of the Services, in order that ilicomm can operate a reliable service for all of its customers.

27.33. The purposes of the AUP include:

27.34. to guarantee reliable service to its clients;

27.35. to guarantee the security and privacy of both ilicomm systems and network and third-party systems and networks;

27.36.	to satisfy statutory requirements;
27.37.	to uphold ilicomm reputation as a responsible service provider;
27.38.	to promote the responsible use of the Internet, and to discourage any activities that reduce the value and usefulness of Internet services;
27.39.	to ensure the privacy and security of individual users.

28. Conduct that violates law, regulation or the accepted norms of the Internet community, whether or not expressly mentioned in this policy, is prohibited. ilicomm reserves the right at all times to prohibit such activities including but not limited to instant termination of Services.

29. Activities that infringe this AUP include but are not limited to the following:

29.40.	Fraud
29.41.	Phishing
29.42.	Unsolicited bulk e-mail (SPAM)
29.43.	E-mail or news bombing
29.44.	Usenet spamming
29.45.	Unauthorised access to third party accounts
29.46.	Network disruptions and other hostile activities e.g. DoS and DDoS
29.47.	Dissemination of computer viruses

30. As part of the Services the Customer may not publish, display or transmit any content that we reasonably believe:

30.48. is illegal or unlawful;

30.49. constitutes or encourages child pornography or is otherwise obscene, sexually explicit or morally repugnant;

30.50. is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;

30.51. is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;

30.52. is defamatory or violates a person's privacy

30.53. creates a risk to a person's safety or health, creates a risk to public safety or health, comprises national security, or interferes with an investigation by law enforcement bodies;

30.54. improperly exposes trade secrets or other confidential or proprietary information of another person;

30.55. is intended to assist others in defeating technical copyright protections;

30.56. infringes another person's trade or service mark, patent, or any other property right

30.57. is discriminatory in any way, including by way of sex, race, or age discrimination;

30.58. facilitates any activity or conduct that is or may be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing;

30.59. is otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to ilicomm;

30.60. involves any criminal offence including, but not limited to, theft, fraud, piracy, drug trafficking, money laundering, and terrorism; or to facilitate or incite violence, sadism, cruelty, self-harm or abuse, racial hatred, prostitution or paedophilia; or

30.61. is otherwise malicious, fraudulent, or may result in retaliation against ilicomm by offended viewers.

31. As part of the Services the Customer may not download, publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless:

31.62. 5.1 the Customer have been expressly authorised by the owner of the copyright for the work to copy the work in that manner; and

31.63. the Customer is otherwise permitted by copyright law to copy the work in that manner.

32. The Customer may not engage in illegal, abusive, or irresponsible behaviour, including but not limited to:

32.64. Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network;

32.65. monitoring data or traffic on any network or system without the authorisation of the owner of the system or network;

32.66. interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

32.67. use of an Internet account or computer without the owner's authorisation, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;

32.68. forging of any TCP-IP packet header or any part of the header information in an e-mail; or

32.69. any conduct that is likely to result in retaliation against the ilicomm network.

32.70. directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code, confidential information or other trade secrets from ilicomm or any of its other customers.

33. 7. The Customer shall not do or omit to do anything that may have an adverse impact on any of ilicomm's other customers or suppliers or cause any adverse impact on the operation or resilience of ilicomm's data centres or other equipment and facilities.

34. 8. The Customer is responsible for providing and maintaining accurate and up-to-date contact information. Providing false data e.g. contact details or fraudulently using details e.g. credit card numbers is grounds for immediate termination.

35. 9. IRC robots or IRC sessions may not be run from ilicomm's server accounts, without specific permission from ilicomm.

36. 10. The Customer must safeguard their account passwords to prevent unauthorised access to their account.

37.11. The Customer should give ilicomm at least forty-eight (48) hours' notice of any resource-intensive activities they wish to perform so that adequate provisions can be made.

38.12. ilicomm reserves the right to restrict the level of access to its support and management activities where the level of support or management is deemed to be in excess of the average support requests for similar-sized customer contracts. Before applying any Customer support or management restrictions, ilicomm will always firstly engage with the Customer to discuss an appropriate re-contracting of the Services to match that required by the Customer and only in the event that no agreement is reached will any restrictions be applied.

39.13. Any decision made by ilicomm in relation to its Services and the AUP shall be final.

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