

D & L Retail Order Form V 2.0

Contact	
Company	
Address	
Postcode	
Tel. No.	
Fax. No.	
Email	

We offer a no cost 14 day evaluation of the Desktop and Laptop licence with 1Gb of storage space. At any time during or on completion of the evaluation we can make you a live customer on the terms below.

Evaluation	NO COST 14 DAY EVALUATION OF DESKTOP AND LAPTOP
-------------------	---

Please specify below the initial storage requirement in Gigabytes (Gb). By selecting all the files you would like to be backed up within the evaluation your total storage requirement will be displayed. This represents the volume of data that will form your total backup. Charges are applied in 1Gb increments.

Initial Storage Requirement (Gb)	
---	--

Please specify the service that you require. Services are invoiced monthly in advance. All prices ex VAT.

Product Code	Product Description	Monthly	Quantity
Desktop & Laptop Edition Licence			
BPE-DL-CLI	Desktop & Laptop Client Edition for Windows	£3.50	
BPE-DL-CLIM	Desktop & Laptop Client Edition for Mac OS X	£3.50	
Data Storage fee (discounts only apply to the data over and above the volume tier)			
CX-STG-GB1	Allocated Data Storage per GB (main & mirrored) 1 – 50Gb	£5.00	
CX-STG-GB1	Allocated Data Storage per GB (main & mirrored) 51 – 200Gb	£4.50	
CX-STG-GB1	Allocated Data Storage per GB (main & mirrored) 201 – 500Gb	£4.00	
CX-STG-GB1	Allocated Data Storage per GB (main & mirrored) 501+ Gb	P.O.A	

Return of this form does not constitute an accepted order until IT Call has formally signed off the received request.

By returning this form you agree to the Business User General Terms and Conditions contained within this form.

Name		Date	
Signature		Purchase No.	



ITCall.com Online Backup SERVICE LEVEL AGREEMENT (“SLA”)

1. INTRODUCTION

“ITCALL.COM” (Deltrus Ltd. t/a ITCall.com)

This Service Level Agreement forms part of the agreement between Deltrus Ltd. t/a ITCall.com (here forth referred to as ‘ITCall.com’) and ‘the customer’ and is subject to all terms of that agreement. The scope of this SLA is the delivery of ITCALL.COM Online Backup (as further defined in the product schedule attached to the agreement relating to the software defined below) only when the server platform and hosting thereof is managed by ITCALL.COM. In addition, unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

“Queries” All reports of software or service faults, queries, requests for service or any other enquiries from Reseller and Reseller Customers in relation to the software and its operation.

“Business Day” Any day within the year, excluding weekends (Saturday, Sunday) and public holidays.

“ITCALL.COM Online The backup service for Servers, Backup” Desktops and Laptops.

Software: Attix5 Server Edition (SE)
Attix5 Desktop & Laptop (D&L)
Attix5 Storage Platform (SP)
Attix5 Monitor and Deploy
Associated Plugins

2. SERVICE LEVEL PROVISIONS

2.1 Service Level Targets

ITCALL.COM will use all reasonable efforts to ensure that the ITCALL.COM Online Backup is available as detailed in the table below:

Minimum ITCALL.COM Online Backup availability per month 99.5%*

The ITCALL.COM Online Backup service will be deemed unavailable if it cannot be reached from the Hosting Centre Infrastructure (*excludes down time for operating systems patches and updates).

The ITCALL.COM Online Backup service shall not be deemed unavailable (without limitation) in the event of any of the following:

- 1. Failure of the Reseller or customer connection to the Hosting Centre Infrastructure (e.g. via the public internet or Reseller’s own network);
2. Malfunction of Reseller’s or customer’s own computing systems upon which the backup agent is installed (including hardware, operating system or local software), including non availability due to configuration issues;
3. Malfunction of Attix5 Backup Agent (ITCALL.COM would commit to resolve issues as outlined in section 4);
4. Malfunction of service due either to incorrect installation or configuration of the Backup Agent, or use of the software on platforms not qualified by Attix5.

ITCALL.COM will use all reasonable efforts to ensure that a failure of either the main, or mirror site, is recovered as detailed in the table below:

Recovery time to re-establish full functionality and capacity at either the main or mirror site in the event of failure 3 Business Days

2.2 Service Level Credits

If ITCALL.COM fails to achieve the Service Level Targets specified for the ITCALL.COM Online Backup Service above, and if Reseller requests ITCALL.COM to do so within five (5) Business Days after the target is not met, ITCALL.COM will issue to the Reseller credit rebates detailed in the table below:

Performance against target service levels will be reviewed and agreed on a quarterly basis by ITCALL.COM and Reseller account management.

ITCALL.COM Online Backup -Service availability in a given Month Rebate (% of monthly recurring charge)

Table with 2 columns: ITCALL.COM Online Backup -Service availability in a given Month, Rebate (% of monthly recurring charge). Rows show availability ranges (Less than 99.5% and greater than or equal to 98.0%, Less than 98.0% and greater than or equal to 95.0%, Less than 95.0%) and corresponding rebates (25, 50, 75).



The monthly recurring charges used to calculate the ITCALL.COM Online Backup Service credits will be the total monthly recurring charges (MRCs) for the affected ITCALL.COM Online Backup Service. The credits will be paid as discounts to the MRCs for the month following ITCALL.COM's approval of the Reseller's credit request.

3. SUPPORT

3.1. All service requests are to be sent via email to ITCALL.COM at backup@itcall.com

4. Attix5 AGENT SOFTWARE BUG FIXES AND PATCH UPGRADES

4.1 Attix5 Agent Software Bugs Fixes

In the event that a customer identifies, or suspects, a bug or non conformance in the Attix5 Backup Agent Software, this is to be reported to ITCALL.COM via email.

ITCALL.COM will work with the Reseller to confirm that non availability of the service is due to a bug or non conformance. ITCALL.COM will use all best endeavours to rectify any bug or non conformance of the software and provide an upgrade/patched version of the software within a reasonable time period.

In the event that the existence of a bug within the Attix5 Agent is confirmed then ITCALL.COM will notify the Reseller's technical contacts by e-mail within 48 hours stating the nature of the bug, or non conformance, platforms affected, any actions which should be taken by the Reseller, and estimated time to rectify the bug or non conformance.

4.2 Patch Upgrades

Following identification and resolution of any bugs, or non-conformance, ITCALL.COM will provide an updated Attix5 Agent installation package for all platforms. ITCALL.COM will also provide a suitable client installable package plus installation instructions for all platforms affected by the patch, which can be distributed by the Reseller to its existing customers for self installation.

ITCALL.COM will ensure that patch upgrades are notified to Reseller by e-mail to the relevant technical contacts describing the nature of the upgrade, products affected and reason for patch within 48 hours of the patch becoming available.

5. PROVISION OF SERVICES

ITCALL.COM's obligations, in terms of the agreement and the Service Level Agreement, to resolve queries, shall be performed remotely via the Internet.

ITCALL.COM Online Backup – Terms and Conditions

Software:	Attix5 Backup Professional Server Edition (SE) & associated Plugins Attix5 Backup Professional Desktop & Laptop (D&L) Edition Attix5 Backup Professional Monitoring and Deployment Attix5 Backup Professional Storage Platform
-----------	---

The "Services" means the service whereby the Customer will be offered the use of the Software to securely backup and retrieve their data on-line via any tcp/ip connection to the ITCALL.COM Online Backup storage platform, where such backed up data will be stored. The ITCALL.COM Online Backup storage platform is hosted in a secure environment.

The Customer can then select and schedule their backup set. The Customer can restore their data whilst online. After the initial backup, incremental backups are done for a two calendar month period. At the end of that period, the oldest month is consolidated into a single backup volume, with the last version of all files selected at the end of that month, until a further month has elapsed, when the cycle is repeated. Customers of the service are able to access specific backups up to the month end consolidation allowing restores to be effected from any point within the cyclic one to three month window.

The volume of data held on the Storage Platform, including all the daily changes and the month end consolidation is, on average, equivalent to the Allocated Limit of Data Storage (as shown within the Limit Column of the Monitor Console). Should the volume of data, for any one account, stored on the Storage Platform exceed the Allocated Limit of Data Storage set for that account by more than 20%, then ITCall.com reserves the right to suspend that account or to charge for the quantity of data that exceeds the Allocated Limit of Data Storage set for that account.

IMPORTANT: The Customer will be provided with the client application. The Customer will then be required to provide name, password and encryption key. This encryption key will not be stored by the system. Accordingly, if the Customer loses this information, the data cannot be recovered.

TERMS AND CONDITIONS

1. PRIVATE DEFINITIONS

"ITCall.com" "we" "us" means Deltrus Ltd. t/a ITCall.com. "you" means the Customer who is the subject of the ITCall.com Services Agreement ("ISA"). "the Software" means all or any computer programs sold or leased by ITCall.com to you, whether such programs are produced by ITCall.com, or are sold or leased as distributor or agent of a third party whether by licence or through the public domain. "The Internet" means the worldwide collection of equipment and systems that include but is not restricted to access to items of service ("the Internet Service"). "The Services" means the ITCALL.COM Online Backup Managed Solution as outlined in the Description of Services above and specified in the ISA.

2. ITCALL.COM OBLIGATIONS

When the Services are operational, and connected to the Internet Service, we shall make all reasonable efforts to ensure that the Services are maintained and are fully available to you 24 hours x 365 days per year. Notwithstanding the foregoing, in the event that in any calendar month following commencement of the Services, we are unable to provide 99.5% connectivity to the Internet (calculated on a 24 hour basis) (hereinafter "the Failure") you shall be entitled to Service Credits as per the ITCALL.COM Online Backup Service Level Agreement .

3. PAYMENT

Direct debits are collected on behalf of ITcall.com by its agent 'Cole Robert & Co Limited T/A CRC' and this is reflected on the Direct Debit forms. Save as appears below, the charges set out on the ISA are non-refundable and for a minimum period of twelve (12) months from the date of your signature to the ISA. Thereafter the charges may be reviewed on an annual basis. You must pay in advance either quarterly or annually as specified in the ISA. Unless otherwise stated, all charges are exclusive of VAT. Where any payment from you remains due and unpaid we will be entitled to charge interest at 2% above Barclays Bank plc base rate for the time being accrued daily. You may not withhold payment for the Services by reason of any outstanding claim under this or any other agreement with us.

All payments are non-refundable and non-returnable. You agree to pay us on presentation of our invoice. Any delay in payment will entitle us at our sole election to suspend the service and/or to apply liquidated damages. Save as allowed by law, payment due for services provided shall not be withheld on grounds that any claim is outstanding.

4. RESTRICTION OF LIABILITY

You hereby confirm that you have not relied upon any representation made by us or on our behalf which has induced you to enter into this agreement except as is provided herein. If we delay or fail to perform our obligations under this agreement our maximum liability is limited to the amount already paid by you under this agreement for the Services (excluding VAT or other tax and the cost of any equipment provided under this agreement and which shall be owned or controlled by you). Subject to this we shall not be liable to you for any claims loss damage (including consequential loss or damage) of whatsoever nature and howsoever caused except as is provided by statute. Except for the terms of this agreement (or required by law) no other conditions warranties terms representations and undertakings apply. If we are prevented from providing the Services for any reason beyond our reasonable control, we may suspend or delay delivery of the Services and shall not be held responsible or liable to you for our inability to deliver them. We cannot guarantee the proper delivery of any e: mail message or other data item once it has left the confines of our network, and similarly we cannot guarantee that data traffic will be delivered or that its contents will be held secure once it passes from our control.

5. UNLAWFUL USE OF THE SERVICE

You warrant and undertake that neither you nor any person authorised by you will knowingly publish or transmit over the Internet nor store on the ITCALL.COM Online Backup Storage Platform any material that is obscene, threatening, defamatory or likely to cause offence or which in any way infringes the intellectual property rights of another party. You hereby agree to indemnify and hold us harmless from any and all demands losses claims proceedings damages costs and expenses including legal fees arising out of any claim against us in relation to such materials.

6. DURATION

This Agreement shall commence on the Services Commencement Date and shall, subject to the other provisions hereof, continue for a minimum period of twelve (12) months ("initial period"), whereafter it shall be automatically renewed for a further twelve (12) months unless notice of termination in writing is given by either you or us not less than ninety (90) days prior to the end of any twelve (12) month period.

7. TERMINATION

We reserve the right to terminate this Agreement at any time if you become the subject of a receivership winding up administration or bankruptcy order (or a petition is presented in respect of any of these) or if it otherwise appears to us that you are insolvent and unable to pay your debts as they fall due. We shall also be entitled to terminate this Agreement in the event that you commit a material breach of this Agreement and fail to remedy the same within 30 days of receipt of written notice from us. Any termination shall be without prejudice to our other rights or to your liability for amounts payable under this agreement.

8. GENERAL

This agreement contains all the terms agreed between us and supersedes any previous communications representations or agreement by either of us including any terms and conditions on your order. No modification of this agreement will be accepted unless made in writing and signed by one of ITCall.com (Deltrus Limited's) Directors. Until we acknowledge acceptance of the deposit/advance payments requested in the ISA we will not be bound by the ISA. Our acceptance will form a contract subject only to these Terms and Conditions.

We assign our rights and obligations under this agreement. You may only assign your rights without further payment only with our written consent (not to be unreasonably withheld) where the assignment is to a parent affiliate or subsidiary corporation purchasing all or substantially all your assets or where you merge with another corporate entity or partnership providing in each case the proposed assignee is not in our reasonable opinion a competitor.

The waiver by either party of any breach of these Terms and Conditions will not prevent the subsequent enforcement thereof and shall not be deemed a waiver of any subsequent breach. If any part of this agreement is adjudged by a court of competent jurisdiction to be invalid such judgment shall not affect the remainder of this agreement which shall remain in full force and effect. Notices may be given by facsimile, first class mail or by delivery to the address shown on the ISA or any other address specifically in writing for the purpose of the ISA. English Law shall govern this Agreement and the forum for settling any dispute shall be the English Court.

STANDING ORDER MANDATE

To: (Manager)

Bank Name:

Address:																				
Street:																				
Area:																				
Town / City:																				
Postcode:																				

Please Pay	Bank										Sorting Code Number				
	ALLIANCE & LEICESTER COMMERCIAL BANK plc Bridle Road Bootle GIR 0AA										72 - 00 - 00				
for the credit of	Beneficiary's Name					Account Number					Quoting Reference: (Order No)				
	DELTRUS LIMITED					0 4 7 4 9 7 1 5									
amount	Amount		Amount in words												
	£														

commencing	Date of first payment	and thereafter	Due date and frequency	until further notice in writing or	Date of last payment	and debit my/our account accordingly
	<input type="text"/>	every	<input type="text"/>		<input type="text"/>	

PLEASE CANCEL ALL PREVIOUS STANDING ORDER/ DIRECT DEBIT MANDATES IN FAVOUR OF	UNDER REFERENCE NUMBER	Account to be debited:							
		Sort Code		Account Number					
DELTRUS LIMITED		-	-						

Special Instructions

Signature(s) Date

Banks may decline to accept instructions to charge Standing Orders to certain types of account other than Current Accounts.

NOTE: The Bank will not undertake to

- a) Make any reference to Value Added Tax or pay a stated sum plus V.A.T. or other indeterminate element;
- b) Advise remitter's address to beneficiary;
- c) Advise beneficiary of inability to pay;
- d) Request beneficiary's banker to advise beneficiary of receipt;
- e) Accept instructions to pay as soon after the specified date as there are funds to meet the payment, if funds were not available on the specified date.

Payments may take three working days or more to reach the beneficiary's account.

