



teammetallogic[®]

IT support that speaks your language

Managed Online Backup

Terms of Service

LET'S START WITH WHY...

Everyone has a **wider purpose** and for us it isn't just about technology.

We want to build **trust** and **understanding** with our clients so that we can become a **strategic partner** for IT & telecoms, **leading innovation** and enabling **mutual growth and success**.

Contents

\ Welcome	3
\ Overview	4
\ The Finer Details	5
\ Your Investment	9
\ Additional Pricing	10
\ Agreement Acceptance	11

Welcome

Hi there,

Here at Team Metalogic, we believe that backups are **the most important thing you can invest in for your business.**

And, normally we don't like "selling with fear" – it's just not our style.

However, we also believe that it's our duty to let you know the consequences and risks of a less than adequate backup system

The hard reality is, that there are **many different ways to lose your data** and a scary number of businesses who suffer a catastrophic data loss, end up shutting down within 2 years.

Natural disasters, cyber-threats, previous employees with malicious intent are all commonplace in today's world.

And, making sure you have a plan in place to protect your business if one of these strikes – is not only smart – it's imperative to running a good, sustainable business.

A business that will be around today, tomorrow and into the future. For you, your team and your clients.

The Backup Services we provide are Enterprise Grade and underpinned by world-leaders in backup and disaster recovery solutions, so you can sleep at night, knowing that **you are taking the best steps possible to protect your business.**

We like to set the right expectations up front, so whilst *we do everything we can*, based on our *decades of experience*, to give you the *best possible chance* of a full business recovery after a disaster, the unfortunate reality is that there is no 100% guaranteed option that exists in the world.

Even the giants like Amazon, Microsoft and Google have lost serious amounts of important data either accidentally or through data breaches. We do pride ourselves on the fact that **none of our clients have ever lost any data, even in a disaster.**

Below is an overview and some terms that outline our backup agreement to you – make sure you read them carefully so you understand the implications and expectations around this service we are providing to you.

As always, if you would like us to explain anything in there – just get in touch.



Mike Parfitt

Founder & CEO

\ Overview

We love simplicity - so in short;

You <Insert Client Name>,
located at <Insert Client Address> ("You", "Yourself", or "Your")
are engaging us Team Metalogic Ltd,
of Bridge House, Caerphilly Business Park, Caerphilly, CF83 3GW ("We", "Us", or "Our")
to provide:

Data Backup Services

You: You have the authority to enter into this Agreement on behalf of Your company/organisation and will do everything you can to allow Us to provide Our services to You.

Us: We have the experience and ability to do everything We've agreed with You and We'll do it all in a professional and timely manner.

Of course, it's a little more complex than that and there are a few more areas we need to cover, so let's get down to the finer details...

\ The Finer Details

Our General Terms & Conditions

All of the Terms in this Agreement are in addition to Our General Terms and Conditions, which can be found at <https://www.teammetallogic.com/legal>

By signing this Agreement, you also agree to those General Terms and Conditions.

For any terms that exist in both, the terms in this Agreement will override.

Definitions & Interpretations

“You, Your” means *the entity found in the Overview section above and its Executors, Administrators, Successors and Permitted Assigns (and if more than one person or entity each of you jointly and severally).*

“We/our/us” means the entity found in the Overview section above and its Administrators and Assigns.

“TB” means a 1000 Gigabytes of Data

“Storage Quota” means the disk space on the backup plan you have subscribed for and we have agreed to provide.

“Data” means the information backed up from your Computer Systems or Cloud Services, including but not limited to Files, Folders, Emails and Calendar Items.

“Computer Systems” means Your Devices, including but not limited to Computers, Laptops and Servers.

“Cloud Services” means Your Cloud Service Providers, including but not limited to Microsoft Office365 and Microsoft Azure.

“Primary Contact Email Address” means the email address advised to Us at the commencement of this Agreement or an update notified to Us via email to clientservices@teammetallogic.com with 30 days’ notice.

Some General Items

This Agreement shall be governed by the laws applicable in England & Wales.

If any provision or part of a provision of this Agreement is invalid or otherwise unenforceable it may be severed from this Agreement without any effect given to the remainder the provisions in this Agreement.

We may assign our rights and obligations under Our agreement. Any assignments will be notified to your Primary Contact’s Email Address with 30 days’ notice.

We reserve the right to make changes to this Agreement. Changes will be notified to you via email to your Primary Contact’s Email Address with 30 days’ notice.

If We don't enforce any specific right or remedy available to us, that does not amount to a waiver or prevent us from insisting on strict Agreement adherence at any other time.

Variation of this Agreement for individual clients may be made by Us in Our discretion but must be in writing, signed by both parties and specially say that it varies this Agreement.

Our Commitment To You

We will do everything in Our power to give You the best possible chance of recovering Your Data in the event of a Data-Loss event.

We provide to you the ability to upload your data from either your Computer System and your Cloud Providers and store it on third-party servers for the purpose of offsite backup, and to restore this Data should you ever need to.

We agree to allocate to you the Storage Quota for the storage of your Data.

We agree to encrypt your Data during transit and during storage.

We agree to store your Data in Tier-1 data centres providing a high level of environmental protection and physical security.

We agree to supply recovery Data on physical media on request. Our target delivery time for this is 1 business day (excluding shipping time). Please see Additional Pricing below for more details.

We will automatically upgrade your Allocated Storage Quota to ensure your backups will continue uninterrupted should you reach your storage limit. Please see Additional Pricing below for more details.

If purchased, We grant you a license to install the client portion of our software on your Computer Systems(s) for the purpose of backing up and restoring your Data.

Your Commitment To Us

You acknowledge that payment is required to Us prior to the delivery of the Data Backup Services, according to your current Plan.

You acknowledge that should payment not be received on or before the Due Date, or you breach any other obligation to Us, We reserve the right to suspend/cancel Your Service without notice and the Data Backup Services may need manual intervention to resume, which You agree will be billable at Your normal rates.

You agree that the service will only be used by You and not any third party.

You will advise any changes to this Agreement, including contact detail updates and cancellation at the end of a commitment term, to us in writing to clientservices@teammetalogic.com with at least 30 days' notice.

You will not store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal offence or other unlawful act under any laws.

You will securely store your service and access details and will not knowingly allow your service and access details, specifically any security codes or passwords, to be viewed or retrieved by any third parties.

You will notify us in writing to support@teammetalogic.com AND via telephone on 0345 521 0618 (option 2) immediately of any breach of security of your computers, passwords or security codes so we can take any precautionary steps available to us to adequately protect your backed up Data.

Unless We are also providing You with Managed IT Services, You accept that You are solely responsible for the following:

- The selection of and inclusion of the Data being backed up by these Data Backup Services;
- The scheduling of backup operations;
- Ensuring that successful backups have occurred;
- Periodically ensuring that Data can be restored from the Services;

Regardless of whether We are providing You with Managed IT Services in addition to this Agreement, You accept that You are solely responsible for the following:

- Any costs payable to any other third party, including Your Internet Service Provider that result from the use of Our Data Backup Services.

You agree that to the extent permitted by law, our liability is limited to the resupply of services you have ordered and paid for in full.

You agree to indemnify Us (Our Directors, Employees and Officers) against any cost incurred or damage or loss suffered as a result of any breach of any obligations.

Some Exclusions

We do not warrant that all types of Data are suitable for Backup using Our Data Backup Services.

Whilst We work hard at making sure Our Data Backup Service is highly reliable, We do not warrant that it will be available at all times. Our target availability is 99.9%.

Whilst We work hard at ensuring your Data is highly secure, We do not warrant that Our Data Backup Services are free from unauthorised physical or remote access.

Whilst We work hard at ensuring your Data is safe, We do not warrant that Data stored on Our Data Backup Services is completely safe against loss or corruption.

We do not warrant that a full restoration is possible from the Data stored using Our Data Backup Services.

We do not scan Your uploaded Data for viruses or other threats due to it being encrypted.

Whilst We will do everything in our power to get Your Data to You as soon as possible when requested, We do not warrant that that it will be in any particular timeframe.

We are not liable for delays, interruptions, computer viruses or communication line failures; or damage or unauthorised access to Your computer system or network.

Your Investment

SERVICES	EACH	QTY	TOTAL
Physical / Virtual Server Backup Charged Per Server Includes 1 TB of Offsite Storage Quota (See Additional Pricing Below for Extra Storage Quota) Included Retention Policy: 7 x Days Restore Points 5 x Weeks Restore Points 12 x Monthly Restore Points	£		£
SaaS Backup (M365, G-Suite, etc) Charged Per Mailbox Backs up Exchange Data, OneDrive Data, Teams Data and SharePoint Data Unlimited Storage Quota Unlimited Retention	£		£

OPTIONAL SERVICES	EACH	QTY	TOTAL
Monthly Full Disaster Recovery Test	£		£
Quarterly Full Disaster Recovery Test	£		£

TOTAL INVESTMENT	
TOTAL PRICE PER MONTH:	£
COMMITMENT TERM:	12 Months

Additional Pricing

Managed Online Backup – Physical/Virtual Servers

Additional 100GB Data Storage	£25 +VAT per month
Additional 250GB Data Storage	£55 +VAT per month
Additional 500GB Data Storage	£100 +VAT per month
Additional 1TB Data Storage	£180 +VAT per month
Additional 2TB Data Storage	£300 +VAT per month

Data Seeding – Via Our Engineer

<ul style="list-style-type: none"> Onsite visit by Our Engineer Collection of Data onto Seed Media Data Transfer to Data Centre (from Our Office) Return of Seed Media by Courier 	£275 +VAT
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Data Seeding – Via Courier

<p>Requires You to create the Seed Media</p> <ul style="list-style-type: none"> Receive Seed Media via Courier Data Transfer to Data Centre (from Our Office) Return of Seed Media via Local Courier 	£150 +VAT
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Recovery Media – Via Our Engineer

<p>This is typically the fastest way to get the data to your premises in the event of a small Internet</p> <ul style="list-style-type: none"> Copy Recovery Data to Recovery Media (from Our Office) Onsite Visit via Our Engineer <p>Any Additional Recovery Work Required by Our Engineers is Billable at Your normal rates)</p>	£500 +VAT
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Recovery Media – Via Courier

<ul style="list-style-type: none"> Copy Recovery Data to Recovery Media (from Our Office) Transport of Media to you via Local Courier <p>Any Additional Recovery Work Required by Our Engineers is Billable at Your normal rates</p>	£195 +VAT
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Agreement Acceptance

Cloud Backup Services

Commencement Date: XX XXXXX 20XX

Commitment Term: 24 Months

Declaration of Acceptance by Customer

Please supply the services as detailed in this Agreement with effect from the Commencement Date shown above.

I have read and accept the Terms contained herein and at teammetalogic.com/legal and am authorised to sign this Declaration of Acceptance on behalf of the Company shown below.

Signature	Position
	Company
	Date

Declaration of Acceptance by Provider

The services as detailed in this Agreement and appendices will be provided to the Customer from the Commencement Date shown above and in accordance with the referenced Terms and Conditions of Business.

Signature	Position
	Company
	Team Metalogic Ltd
	Date

This Agreement is not valid unless counter-signed by Team Metalogic Ltd (the Provider)