Tetrabyte Ltd, Portland Place, Hastings, East Sussex, TN34 1QN
0330 900 1066 – www.tbyte.com

Terms and Conditions

These Terms and Conditions along with the latest Client Contract form the agreement between the Client and Tetrabyte. Where conflicts exist, between the Contract and these Terms and Conditions, These Terms and Conditions shall take precedence over the Contract with the exception of items listed under the heading 'Additional Contract Terms' which shall take precedence over these Terms and Conditions.

Interpretation and Definitions

The following words and phrases shall have the following meanings unless the context requires otherwise:

"Additional Contract Terms" terms specifically agreed in the 'Additional Contract Terms' section of the Contract;

"Additional Services" are any service not explicitly covered by the Clients Contract and these Terms and Conditions and may be quoted separately.

"Break/Fix" shall define a previously working Hardware or Software product that stops working for unpredicted reasons.

"Charges" shall have the same meaning as Fees

"Client Material" any Documents or other materials, and any data or other information provided by the Client relating to the Services;

"Conditions" these standard conditions;

"Contract" the latest edition of the contract for the provision of the Services to which these conditions are subject to and incorporated;

"Calendar Month" means starting from the first day of the following month. The calendar month runs from the first day, until the last day of each month. Notice to cease services must be given before the 1st day of each calendar month. Notice given from the 1st day of each month onward will automatically continue service through to the following month.

Example
1. Notice given on the 31st January, the service will cease on the 28th February
2. Notice given on the 2nd February, the service will cease on 31st March

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“Device” means any item server (physical or virtual), end used computer (physical or virtual), Hosted Desktop, mobile, printer, scanner, switch, firewall, router, or other network unique entity.

“Documents” includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device (electronic or otherwise) embodying other data;

“Equipment” shall have the same meaning as Hardware

“Engineer” any employee or subcontractor of Tetrabyte performing technical Services or Support.

“Fees” means the fees for the Services as set out in the Contract, or agreed with the client by written or verbal means, or updated by notice to the client as per the provisions of this contract.

“Hardware” any physical item supplied or supported under this Contract;

“Microsoft Tenant” the encompassing entity that is generated on provision of Microsoft Cloud Services, defined by its unique TenantID.

“Microsoft Tracked Rate” applies to Microsoft Azure Consumption

“Minimum Term” means the minimum term set out for the specific Service in question, or, if no Minimum Term is set for that Service, ‘one full Calendar Month’ shall be the default.

“Month” shall, unless otherwise specified, mean the same as Calendar Month

“Return to Base” shall mean the transport of devices back to a location specified by Tetrabyte at the Clients expense.

“Renewal Term” means the rolling period for which the Service renews each period after the Minimum Term, or, if no Renewal Term/Rolling Term is set for that Service, ‘one full Calendar Month’ shall be the default.

“Rolling Term” shall have the same meaning as Renewal Term

“Remote Means” shall include the use of Tetrabyte’s chosen Remote Access Software and/or Telephone or Email instructions and guidance.

“Server” means any physical or virtual device running a ‘Server’ edition Operating System, or, any device providing database or file sharing services to other devices connected to the network.

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“Services” means the services requested by the Client to be provided by Tetrabyte. Initially listed in the Contract, and updated by any written or verbal agreement with the Client.

“Service Agreement” shall mean any additional services under ‘Agreed Services with Description and Service Specific Terms’ and the related Service Agreements from the vendors listed under each relevant service.

“Site” the address for access and the address at which the Services are to be provided;

“Software” Any program including Operating Systems, Firmware or Updates that can be digitally installed on Hardware.

“Support” Assistance provided by a Tetrabyte employee to the Client to fulfil Tetrabyte’s obligations under the Contract/Terms and Conditions.

“Tetrabyte” or “Tetrabyte Ltd” shall mean the privately limited company Tetrabyte Limited (Company Number: 05546220)

“Tetrabyte Material” any Documents or other materials, and any data or other information provided by Tetrabyte in connection with or relating to the Services including any targeted press or mailing list;

“Terms and Conditions” The Terms and Conditions as published on the Tetrabyte website, including any related Service Agreements.

“Workstation” means any Laptop, Desktop, Workstations, Tablet computer system currently installed with a non-server operating system and not being used for file or data sharing to other devices.

Inclusivity: Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of persons whether corporate or incorporate.

1 General

1.1 The Client pursuant to the Contract engages Tetrabyte (and any authorised assignee) to provide the Services to the Client and Tetrabyte agrees to provide the Services for the Term subject to the Terms and Conditions and Contract.

1.2 The Contract shall come into force on the date shown as the Commencement Date on the clients original Contract, for an initial period for each service as specified in the ‘Agreed Services with Description and Service Specific Terms’ section of this document and shall continue in full force and effect on a continuous rolling basis as specified in the ‘Agreed Services with Description and Service Specific Terms’ section of this

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document until the final service provided is terminated in accordance with the Terms and Conditions.

1.3 All proposals made, quotations given, instructions accepted and contracts entered into by Tetrabyte with any person for the supply of the Services are subject to these Terms and Conditions to the exclusion of any other terms and conditions subject to which the Contract is accepted or purported to be accepted by the Client.

1.4 From time to time we made need to update these Contract and Conditions, we shall advise of any updates via email when we send out your monthly invoice. Our latest Contract and Terms and Conditions can be viewed at any time from the following URL: https://tbyte.com/terms . New Terms or changes will take effect from renewal or each service providing the changes were published at least 7 days before the service renewal, or, at the start of any new contracted service.

1.5 When migrating services to Tetrabyte from other providers, the client remains responsible for ensuring the existing contract with current providers is terminated. Failure to do so may lead to other providers issuing charges for services you no longer need or use.

2 Working Together

2.1 Tetrabyte support hours to the Client will be Monday to Friday from 9am – 5pm GMT, exclusive of United Kingdom Bank Holidays. Support for Services will only be available within these hours.

2.2 In order to enable or facilitate Tetrabyte to comply with its obligations under this Contract the Client, in particular but without limitation to the foregoing, shall at all times:

1. promptly and fully respond to all communications of Tetrabyte relating to the provision of the Services and to liaise with Tetrabyte on matters relevant to the provision of the Services;
2. provide proper and clear instructions to Tetrabyte in respect of its requirements in relation to the Services or in connection with the Contract;
3. allow such access to the Site, Equipment, Software and other information as Tetrabyte shall reasonably require for provision of the Services;
4. carry out any day to day maintenance recommended by the manufacturer of the Equipment and Software;
5. co-operate with Tetrabyte and supply Tetrabyte all documentation, passwords, usernames, printouts, records, service history for the Equipment and Software and other relevant information necessary for Tetrabyte to provide the Services;
6. provide Tetrabyte with dedicated administrative accounts for any service that requires support, the client may also need to provide a license for the account in order to provide full systems access;

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7. provide Tetrabyte upon request any Disks, CD's, Tapes, Access to downloads or other media necessary for Tetrabyte to provide the Services;
8. provide Tetrabyte upon request any relevant licensing keys/codes/details as may be required;
9. ensure that the site is a safe working environment for Tetrabyte meeting all health and safety requirements whether under statute, regulations, other legislation or recognised codes of practice;
10. where necessary for Tetrabyte to provide the Services, consent to and allow the installation of a network link between Tetrabyte and the Client's server and devices via any method Tetrabyte require at the time;
11. provide full and accurate information regarding their existing Equipment, Software and facilities;
12. inform Tetrabyte in writing within 7 (seven) days of any change in the Site, Hardware, Software or Licensing
13. provide a minimum of 48 hours (excluding weekends) notice of changes affecting Tetrabyte's ability to deliver the Services.

2.3 Instruction under the contract may be provided by any member of staff for support requests.

2.4 Tetrabyte maintain a list of 'Decision Makers' that are fully authorised to make any decision about the account including security access changes and contract termination. 'Decision Makers' can also authorise the normal spending required for licensing new staff accounts. While you may request 'Decision Makers' are limited to select types of request, this will be honoured on a 'best efforts' only basis and you understand that all users on the list will retain full 'Decision Maker' rights.

2.5 Tetrabyte maintain a list of 'Staff with Spending Authority' these staff are allowed to authorise new spending on the account.
It is the clients responsibility to keep these lists up to date by informing Tetrabyte of changes, including cover for holidays or absence. Should no nominated person be available only Company Directors listed on the Companies House website are able to edit the list by providing the request in writing. All people listed on the 'Decision Makers' list will by default be included in the 'Staff with Spending Authority' list. This is by virtue of their inherent authority to add themselves to this list at will.

2.6 Client are required to maintain their own lists of staff and systems access, Tetrabyte will comply with requests to create and remove access where possible, however the client is responsible for ensuring such requests and comprehensive, especially where access rights are being revoked. Failure to specifically mention a system in the request may result in access not being revoked for that system.

2.7 Tetrabyte may employ sub-contractors for carrying out any part of the Services and shall be entitled at all times in its absolute discretion to decide the number of and which of its employees agents or sub-contractors shall provide the Services on behalf of Tetrabyte.

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2.8 The Services shall be performed at such times as Tetrabyte shall in its sole discretion decide.

2.9 Tetrabyte may quote for additional services to The Client. Confirmation, acceptance or instructions to proceed with quotations, whether written or verbal, will form a binding contract of sale for these goods / services. Should the client cancel such an arrangement at a later date or time, the client accepts liability for the full agreed costs of the products or services quoted. In the case of Services, these costs shall be for at Minimum, the Minimum Term outlined to the Client.

2.10 The Client agrees and irrevocably declares and acknowledges that under no circumstances shall Tetrabyte, and the Tetrabyte employees, agents or representatives, be required to take any action which they consider unlawful or improper or which in their opinion may cause any of them to incur any personal liability and such refusal shall be without liability or breach of contract. This may include the acquisition, installation or support of unlicensed or improperly licensed software.

2.11 The Client agrees that during the term of the support contract, Tetrabyte and its employees are authorised and provided the full authority of an internal member of senior staff working as an IT Manager for the organisation.

2.12 The Client consents that Tetrabyte may install our remote access software onto any device that we have been requested to support or that we access to provide support from. This installation may remain after our engineer disconnects and may continue to collect data about your device and usage. Tetrabyte may also use the facility to perform bulk actions across your organisation. This data will only be used for the purposes of providing our IT Support Service to your organisation. Further details about what is collected and how we share your data can be found in our privacy policy. If the customer wishes for the software to be removed, they may place this request to our support team or follow the instructions provided on this link. For absolute clarity, this may include personal/Non Business owned devices Tetrabyte are asked to provide support on or from.

2.13 Clients should save and close sensitive information from their devices before contacting Tetrabyte support. Our engineers will connect onto your device where they can see and manage the system to resolve the reported issue. Any information exposed to the Engineer will be covered by our Data Security and Privacy Policies.

2.14 Support shall not at any time include assistance to migrate support or services away from Tetrabyte to another provider other than to provide the relevant access permissions to the platform needed to complete the task. Such responsibility shall be the responsibility of the recipient provider and Client.

2.15 Should things go wrong, Tetrabyte complaints policy can be found at https://tbyte.com/customer-complaints/

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2.16 For the avoidance of doubt, the parties agree that Support shall not include the diagnosis and rectification of any fault resulting from:

1. the improper, unauthorised use or neglect of either the Software, or the Client's equipment;
2. use or attempted use by an unauthorised user;
3. the failure by the Client to implement recommendations in respect of or solutions to faults previously advised by Tetrabyte;
4. any breach by the Client of any of its obligations under the Contract or the non-maintenance of the Client's equipment howsoever caused.
5. the use of the Software and Hardware Products for a purpose for which they were not designed.

2.18 Tetrabyte offer a range of products, should a client choose to use a product not purchased via Tetrabyte, the client acknowledges that such products are supported by the seller and assistance from Tetrabyte will be limited to 'best efforts' per request. Regular monitoring and maintenance of such products will be down to the seller.

2.19 Support for third party Software is limited to the tools and information made publicly available from the developers/resellers. As such, clients are required to maintain active support contracts with developers/providers of all software platforms used within the business as recommended by the provider to ensure support, security and compatibility of the Software or Hardware.

2.20 Training for Employees in how to use Software or Hardware products is not included in Tetrabyte Services. Limited training on a range of Software may be provided on request at an Additional Charge by separate agreement with Tetrabyte. Tetrabyte will not be required at any time to guide, instruct or train anyone in matters relating to supporting or administrating hardware or software products.

2.21 Administrative Access to systems and services may be provided by Tetrabyte to the Client upon request or as part of the service. Customers should be exceedingly cautious in using these credentials and should ensure that they are fully aware of the consequences of any administrative action before applying such action. Administrative actions by the client that result in work for Tetrabyte to correct may be charged for at £75 per hour ex VAT.

2.22 Client equipment will be held at Tetrabyte Offices while works are being carried out. Tetrabyte will attempt to arrange return of the equipment with the client as required. Should the Client fail to respond to communications for a period exceeding 14 days regarding the return of the equipment, Tetrabyte are authorised arrange the return to the location deemed most appropriate by Tetrabyte and invoice the customer for postage costs at our standard rates.

2.23 Respectful Conduct and Prevention of Harassment. The Client shall take all reasonable steps to provide a professional, safe and respectful working environment

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for Tetrabyte employees, agents, representatives and subcontractors whenever they communicate with, visit or provide Services to the Client. We expect that Clients will provide both policy and training to staff members on professional conduct and Anti-harassment in the workplace. The Client shall not, and shall take all reasonable steps to ensure that its employees, workers, officers, agents, contractors, customers and visitors do not, subject any such person to harassment, sexual harassment, discrimination, bullying, intimidation, victimisation, threats, violence, abusive language or other unwanted conduct. The Client shall promptly investigate any concern reported by Tetrabyte, take appropriate preventative and corrective action, cooperate with Tetrabyte in managing the matter, and protect any person raising or supporting a concern from retaliation. Tetrabyte may require alternative contacts, working arrangements or access controls, remove affected personnel, refuse or suspend attendance or Services, or treat a serious or repeated failure to comply with this clause as a material breach under clause 6.2, without liability for any resulting delay or non-performance. Nothing in this clause limits either party's obligations under applicable law or Tetrabyte's right to contact the appropriate authorities where reasonably necessary.

3 Fees

3.1 The Client shall pay the Fees and any expenses together with such additional sums which are agreed between Tetrabyte and the Client for the provision of the Services and/or Hardware.

3.2 Services that commence part way through a month will be calculated pro-rata rounded up to the amount of full days provided and listed on the Invoice.

3.3 Fees may be updated from time to time via one of two processes:

- In April every year, Tetrabyte may, at its discretion, choose to raise prices by up to the 'CPI Rate' (published by the UK Office for National Statistics in January of that year) + 5%, You will be provided with 1 Calendar Month notice should this need to happen
- At any time upon renewal of the individual service, you will be provided with at least 5 working days notice should this need to happen. Price increases will take effect from the next renewal.

3.4 All Fees and sums quoted payable by the Client under the Contract are exclusive of any VAT, for which the Client shall be additionally liable at the applicable rate from time to time.

3.5 The Fees and any additional sums payable shall be paid in full by the Client into such account as Tetrabyte shall reasonably instruct (together with any applicable VAT

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and without any set off or other deduction whether for withholding tax or otherwise). Payment is due immediately upon receipt of the Invoice unless that invoice specifically specifies alternative payment terms.

3.6 The Client agrees that Tetrabyte may take all Fees owed by Direct Debit after three working days of sending of the Invoice. Clients should ensure that their account maintains enough funds to cover the payment when processed. Failed payments will automatically attempt to recollect a second time, you will be notified via email about dates and amounts. Failed payments may incur additional administrative charges.

- The first two failures in any rolling 3 month period will have no administrative charge.
- Further failures will incur a £25 administrative fee per collection attempt until the customer achieves 3 consecutive months of payment on first collection attempt.

3.7 If payment is not made within 14 days of the due date, or if the Direct Debit is rejected by the Clients bank, Tetrabyte shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 5% above the base rate from time to time of Santander UK plc from the due date until the outstanding amount is paid in full.

3.8 Tetrabyte will not be obliged to provide Services unless all fees and disbursements due to it in relation to the provision of the Services are fully paid and up to date.

3.9 Under sections 17 and 19 of the Sale of Goods Act 1979, Tetrabyte will retain title to goods supplied until payment for the goods is received in full. Tetrabyte reserves the right to enter the client's premises to recover goods supplied if payment becomes overdue. In situations of insolvency, all debts for services become payable immediately, and all items supplied that have not been paid for in full must be returned, without delay.

3.10 The parties acknowledge and agree that in all cases, Tetrabyte reserves the right to demand a payment on account before commencement of, provision of or supply of any License, Service or Hardware.

3.11 The Client will set up and maintain an active Direct Debit Agreement at all times during the contract. Tetrabyte may withhold and/or withdraw goods/services/licensing if this is not active. If a Clients Direct Debit is cancelled for any reason, Clients agree to set up a new Direct Debit via https://dashboard.gocardless.com/api/paylinks/0RFPCY0TM7 within 7 days. Clients without active direct debits will be charged £50 per invoice to cover administrative costs. Should customers not re-instate the direct debit, Tetrabyte may at its sole discretion, decide to not renew services at renewal.

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3.12 The Client acknowledges that Tetrabyte may offer the option to pay some invoices via alternative methods such as BACS or Cheque, should any amount become overdue, Tetrabyte are authorised to take this settlement via Direct Debit at any time.

3.13 Termination of some services including telephony and/or broadband, may incur termination charges, these charges are subject to change and a list of current charges are available upon request.

3.14 During the course of business, should an incident occur that Tetrabyte believe would cause significant disruption to the company, where the most efficient resolution would incur costs and no person on our 'Authorised for Spending' list is contactable, you authorise Tetrabyte to spend up to £100 or 30% of the value of reoccurring charges on your last monthly invoice, whichever is greater. These charges will be billed to you on your monthly invoice. Such spending will be notified in email to the 'Authorised for Spending' contacts. Reoccurring costs added MUST be disputed within 3 working days of the email should you wish for them to be removed from future invoices. You have the right to edit this default authorisation by emailing our support team at any time by which you can increase, decrease or remove this authorisation.

3.15 The Client understands that some services are paid in advanced, and some in arrears. This will mean that billing at the start and end of services may be different from normal. Clients should also be aware that due to our supplier billing data, customers may be billed based on 'non-calendar month' cycles, these are outlined in service specific terms below.

3.16 All invoices are due immediately upon receipt. Invoices with values over £5,000 ex VAT MUST be paid immediately via Bank Transfer else hardware/services may be disabled / cancelled or withheld as needed to protect Tetrabyte liability for the debt.

3.17 Should a customer cancel or reverse a legitimate Direct Debit transaction, the customer will be liable for all fee's from the Direct Debit provider relating to that reversal, plus 25% administration costs.

4 Confidential Information

4.1 The parties agree that not at any time during the Term, without prior consent, to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the other party to this Contract, both parties shall ensure that all employees are aware of such obligation.

4.2 All information (including, without limitation, the terms of the Contract, business and financial information, Client and vendor lists and pricing and sales information) disclosed by either of the parties to the other party pursuant to the Contract shall be confidential.

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4.3 The Client specifically undertakes at all times to keep confidential any Tetrabyte information (including this document, the lists or specific Client details and information relating to Tetrabyte's business or affairs) and specifically not to disclose (whether or not for profit) such information to any competitor of Tetrabyte or any other person, firm or company engaged in similar activity during the Term and at any time following the date of expiry or termination of the Contract.

4.4 The Client agrees that confidentiality terms and policies do not apply in cases where the subject matter breaches the law. In such cases Tetrabyte shall be entitled to inform appropriate legal authorities and members of the Clients senior team as needed.

5 Warranties and Liability

5.1 Tetrabyte warrants to the Client that the Services will be provided using reasonable care and skill. Notwithstanding any provision to the contrary, any dates, periods or times specified by Tetrabyte in the Contract are estimates only and time shall not be of the essence for the performance by Tetrabyte of its obligations under the Contract.

5.2 Tetrabyte shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business), damages, costs, expenses or other claims (whether caused by the negligence of Tetrabyte, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client.

5.3 The entire liability of Tetrabyte to the Client under or in connection with the Contract shall not in any event exceed the amount of the Fees paid by the Client for the provision of the disputed Services in the current Minimum or Rolling Term.

5.4 The Client agrees to indemnify and keep Tetrabyte fully indemnified from and against any loss, claim or liability whatsoever incurred or suffered by Tetrabyte as a result of negligence or any default by the Client (or its employees, agents or representatives) of its obligations however arising in connection with the Services, together with expense, claim, loss or damage which Tetrabyte or any of its employees, agents, sub-contractors and other clients) may suffer due to the negligence or breach of the Client (or its employees, agents or subcontractors).

5.5 Tetrabyte shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of Tetrabyte's obligations under the Contract if the delay or failure was due to any circumstances or cause beyond Tetrabyte's reasonable control.

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5.6 Without prejudice to the generality of the foregoing, circumstances beyond Tetrabyte's reasonable control shall include act of God, endemics, epidemics, pandemics, server crashes, malware attacks, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad weather, software faults or limitations, Service faults or limitations, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of Tetrabyte or of a third party).

5.7 The Client agrees and acknowledges that the allocation of risk in this clause/section is fair and reasonable in the circumstances having been taken into account in setting the level of the Fees.

5.8 During the course of providing support and/or services Tetrabyte and/or its employees may accept terms and conditions and/or sign documents for various software packages and/or services provided to or owned by you. This is performed on your behalf and you authorise Tetrabyte Staff to perform these actions and agree to be bound by the relevant terms and conditions of any software and or services you use.

5.9 In all cases where a conflict occurs between Tetrabyte's Contract, Terms and Conditions or Service Agreement and a provided external product/service EULA, Terms or Agreement. The relevant terms from the third party agreement shall take precedence in points primarily relating to that product or service. Without limitation to other methods of provision, inclusion of the relevant links to the external product/service EULA, Terms or Agreement in Tetrabyte's published Terms and Conditions shall count as having been provided to the Client.

5.10 Tetrabyte and its employees shall not be held liable for obligations of the Client, or persons working on behalf of the client, to ensure that they are in compliance with local laws, including but not limited to, complying with, copyright, laws/regulations on data encryption, data transport and data storage (including Data Protection/GDPR) for any device they have possession of or any technology that they are using on such device. Tetrabyte may deploy technologies and software's under our recommended best practices to all and any client devices. Clients should seek professional legal advice when travelling to/from or operating outside of England to ensure that they are aware of any relevant legal obligations.

5.11 The Client shall be liable for costs incurred as a result of the Client's instructions, lack of instructions, the inaccuracy of any Client Material or any other cause attributable to the Client.

5.11 Tetrabyte does not warrant, guarantee or undertake on behalf of any third-party supplier or service provider that access to any facilities or any products or services will be uninterrupted or of any particular level of availability or quality.

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5.12 Tetrabyte shall not be liable to the Client for loss arising from or in connection with any representations, Contracts, statements or undertakings made prior to the date of execution of this Contract, nor following the termination of this Contract.

5.13 The property, copyright and any other intellectual property rights in any Client Material shall belong to the Client. The property, copyright and any other intellectual property rights in any Tetrabyte Material shall belong to Tetrabyte, subject only to the right of the Client to use the Tetrabyte Material during the Term.

5.14 The Client warrants that any Client Material and its use by Tetrabyte for the purpose of providing the Services will not infringe the copyright or other rights of any third party, and the Client shall indemnify Tetrabyte against any loss, damages, costs, expenses or other claims arising from any such infringement.

5.15 Tetrabyte warrants that any Product/Service sold or material provided to the Client will not infringe the copyright or other rights of any third party, and Tetrabyte shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

5.16 Tetrabyte shall ensure that Services provided by Tetrabyte have the correct licensing to cover the quantities and use's outlined in the customers invoicing else, agreed on the Customers Contract.

5.17 Tetrabyte shall acquire and maintain sufficient funds and/or insurance to cover all Tetrabyte liabilities in the Contract and Terms and Conditions.

5.18 Tetrabyte's liability under any contract shall not exceed the total customer spend over the last 12 months invoiced costs for the following items:

- Microsoft Tenant Support
- Tetrabyte Managed Remote I.T. Package
- Tetrabyte Managed Support for Azure Infrastructure and OS

6 Termination and Suspension

6.1. This Contract may be terminated by the Client upon giving written notice, providing the end date is not less than the required notice period outline below
The required notice period shall be:

- For any Service within its initial Minimum Term, the notice shall be 'the remainder of the Minimum Term' or 'one full Calendar Month', whichever is greater.
- For any Service outside its initial Minimum Term, the notice shall be 'one full Rolling Term.'

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6.2 Tetrabyte may suspend the provision of the Services or terminate this Contract immediately (without liability to the Client) if any of the following events happen:

1. the Client fails to make any payment under this Contract within 14 days of the due date.
2. The Client cancels a Direct Debit Agreement, or fails to maintain funds in the account available for Direct Debit Collection.
3. the Client has failed to give, or has given any false or misleading information to Tetrabyte.
4. the Client presents or has presented a petition for bankruptcy, winding up or for an administration order, or the Client's partnership dissolves, or a liquidator, provisional liquidator, administrator, receiver or administrative receiver is appointed over the Client or any part of its undertaking, or any similar process occurs.
5. the Client calls a meeting of, or enters into any arrangement with, the Client's creditors.
6. the Client's use of the Services is likely to cause the whole or part of the said Services to be interrupted, damaged, rendered less efficient or in any way impaired.
7. the Client is in any material breach of this Contract.
8. if Tetrabyte determines that the primary cause of any problem which substantially impairs or prevents Tetrabyte from performing the Services results from the failure or malfunction of any tools, equipment, facilities, devices or another third party not supplied by Tetrabyte.
9. if the Site, Equipment and/or Software is changed in a way that creates significant additional requirements on Tetrabyte
10. the Client has a meeting with a direct competitor of Tetrabyte and Tetrabyte deem this to be a conflict or a potential conflict of interest
11. if the Client or its employees or agents attempts to poach any Tetrabyte Engineer, representative, or other Tetrabyte clients away from Tetrabyte
12. in Tetrabytes sole opinion, the client is not intending to pay for services moving forward.
13. the Client, any person employed by, or working on behalf of the Client, engages in any harassment, sexual harassment, discrimination, bullying, intimidation, victimisation, threats, violence, abusive language or other unwanted conduct towards a member of Tetrabyte staff, or any person working on behalf of Tetrabyte.

6.3 Upon Termination of all services with Tetrabyte, Support information and files specific to the organisation may be retained by Tetrabyte to assist with the smooth transition of services from one provider to another. Retention of this data beyond the last day of service is at the discretion of Tetrabyte and will not exceed 6 months. Please ensure that you have requested all required data/information before the last day of service. You may make a request in writing after the end of your contract for Tetrabyte to delete all support information, which will be actioned within 5 working days. Requests to provide information made after the end of the contract may be chargeable.

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6.4 Near the end of a contract, clients may request ‘Handover information’ for a replacement service, this shall consist of administrative logins for products and services requested. To prevent a conflict of administration, once these administrative logins have been provided, the customer will not require Tetrabyte to support any issue reasonably assumed to have been caused by another administrator accessing the system. ‘Handover information’ may only be provided once all invoices are paid.

6.5 Customers are advised to request, check, and test all information provided in the ‘handover’. Assistance of any kind after the termination of a contract may be chargeable.

6.6 Customers with Microsoft Azure services should be aware that this service has a delayed billing cycle (See Microsoft Azure Terms) and that fee’s may be raised up to 90 days after the termination of the Contract.

6.7 Should Tetrabyte Suspend or Terminate the contract under the provisions of 6.2, The Client will immediately become liable for the full amount of fees owed, covering to the end of all contract terms. Should the Client have Microsoft services in contract that Tetrabyte are required to support going forward, then full payment including support services to the end of the required term will be required. Clients with Microsoft Services are required to maintain ‘Remote IT Support’ or ‘Microsoft 365 Support’ plans. Alternatively, Clients can sacrifice the licenses provided (this does not alleviate the requirement to pay the full fee’s for the licenses in contract)

6.8 Should Tetrabyte suspend or terminate the contract under the provisions of 6.2, Tetrabyte may at its discretion Terminate, Suspend, Remove or otherwise ‘prevent access to’ any unpaid products or services supplied by Tetrabyte by any means that Tetrabyte elects to. Tetrabyte will not inhibit any services that have already been paid for. This clause does NOT produce the duty for Tetrabyte to perform any action to provide information or access to services even if they have been prepaid until the full balance owed to the end of the contract is paid. Should Tetrabyte be required to suspend service due to non-payment, a re-activation fee will be charged equal to either 10% of the services on the invoice, or, £25, whichever is greater.

7 Notices

7.1 Any notice or other communications to be given to Tetrabyte under the Contract shall be in writing and may be delivered:

- by hand;
- by prepaid recorded delivery post (or if the recipient is in another country by prepaid airmail) to the registered address as stored by companies house;
- by email to support@tbyte.com.

7.2 Any notice or other communications to be given to the Client under the Contract shall be in writing and may be delivered:

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- by hand;
- by prepaid recorded delivery post (or if the recipient is in another country by prepaid airmail) to the relevant address(es) stated in the Contract (or to such other address as the addressee may from time to time have notified for that purpose;
- by email to the email address provided for monthly invoice and/or direct debit notifications.

7.3 Communications shall be deemed to have been received:

- if delivered by hand, on the day of delivery during normal business hours and otherwise at 9.30 am on the next business day;
- if by recorded delivery post, on the recorded delivery date;
- if by email to The Client, on the day of sending unless an RFC Compliant 'Non-Delivery Report' is received.
- if by email to Tetrabyte, upon The Client receiving a response by email to confirm receipt.
  Note: Due to the ambiguity of email delivery, Email communications will not count as received until a member of the team has responded. If you do not get a prompt response, please call the help desk.

8 Privacy Policy

8.1 Tetrabyte manage client data and data relating to clients customers in accordance with data protection regulations, by agreeing to this contract you agree that your data and that of your customers may be managed by Tetrabyte in order to provide support and service. You agree to inform your staff and customers of such data sharing in accordance with applicable laws/regulation. More information about how Tetrabyte manage client data can be found at https://tbyte.com/privacy-policy-gdpr/

8.2 Clients should be aware that Tetrabyte Support software may be installed on any computer we are asked to provide support for, this software may remain on the computer to assist in support in the future. Information about your machine and is usage may be collected by this software to assist with requests made to Tetrabyte. This software can be removed by the client at any time by the normal software removal process for your operating system

8.3 Monitoring of Telephone Calls: The Client agrees that Tetrabyte may monitor and record its telephone calls with the Client for training purposes, to improve Tetrabyte's services and to keep a record for contract and dispute purposes.

8.4 The Client agrees that privacy terms and policies do not apply in cases where the subject matter breaches the law. In such cases Tetrabyte shall be entitled to inform appropriate legal authorities and members of the Clients senior team as needed.

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8.5 Data Processing Agreement. Where Tetrabyte processes personal data on the Client's behalf in providing the Services, Tetrabyte's Data Processing Agreement, published at www.tbyte.com/terms , forms part of the Contract. If it conflicts with these Terms and Conditions on a data protection matter, the Data Processing Agreement prevails. A signed copy is available on request. Tetrabyte's contact for data protection matters is James Cuthbert, Company Director, support@tbyte.com.

9 Legal

9.1 The Client shall not assign all or any of its rights or obligations under this Contract without the written consent of Tetrabyte. References to the Client include its personal representatives, permitted origins and successors in title. Each party warrants its power to enter into the Contract having obtained all necessary approvals to do so.

9.2 If any provision of the Contract or these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Conditions and the remainder of the provision in question shall not be affected.

9.3 Notwithstanding any other provision, Tetrabyte may act on the verbal instructions of the Client whereby the written log kept by Tetrabyte shall constitute the default record.

9.4 Reference to any statute or statutory provisions shall be deemed to include any statutory modifications or re-enactments thereof or any rules or regulations made thereunder or any enactment repealing and replacing the Act referred to.

9.5 Headings to clauses in this Contract are for the purpose of information and identification only and shall not be construed as forming part of this Contract with the exception of the Service names in the ‘Agreed Services with Description and Service Specific Terms’ Section.

9.6 English law shall apply to the Contract and these Conditions, and the parties submit to the jurisdiction of the English courts. The Client for the exclusive benefit of Tetrabyte submits to the exclusive jurisdiction of the High Court of Justice in England and waives all rights to object to forum.

9.7 If Tetrabyte does not enforce, or delays in enforcing, any of its rights under this Contract, this does not mean that it has given up those rights and Tetrabyte may enforce them at a later date.

9.8 The Client shall not be entitled to assign or otherwise transfer this Contract nor any of its rights or obligations hereunder without the prior written consent of Tetrabyte.

10 Agreed Services with Description and Service Specific Terms

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These Terms and Conditions are applicable to Clients being provided each Service as specified and immediately upon commencement of the Service form part of the Clients Contract and Terms and Conditions.
Where Service names specified do not match exactly those specified on the clients Contract/Invoice, the sections with most relevance to the Service in consideration shall be applicable.
E.g. 'Tetrabyte Managed IT Support Package' shall have the 'Remote IT Support' Service Specific Terms applied.
'Hosted VoIP User Seat' shall have the general 'Hosted Voice Telephony – All' and the relevant 'Hosted Voice Telephony – Broadworks Platform' or 'Hosted Voice Telephony – Asterisk Platform' Service Specific Terms applied.
Where differences exist, final decision on which names mean which Services will be at Tetrabytes sole discretion.

Tetrabyte Managed IT Package

Description:

Support of Hardware and Software for devices covered under the customers Contract, provided by Remote means without attendance to the Customers Hardware location.
Covers the day to day administration of the existing Hardware and Software and troubleshooting of Break/Fix issues that arise.
Limited to the number of Workstations and Servers defined in the customers Contract or updated agreements. Support for Networking and other devices is limited to only those owned by the Client.
In the event that Tetrabyte need physical access to the device to complete support work, options for attendance to the Clients location or 'Return to Base' will be provided at additional cost.
Any work not covered under the above will be considered Additional Services and a separate quotation can be arranged if required. Faulty hardware fix issues will be quoted separately, if desired by the Client.

Minimum and Rolling Terms:

This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 Devices may be added to your contract at any time, we will accept any request by any member of staff to support a new device as a request to include this device in your

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remote support Contract. Once added a Workstation or Server cannot be removed from Support for a minimum of three Calendar Months from the last support session unless lost, stolen, sold or replaced. It is the duty of the organisation to ensure staff are aware which computers and devices they are allowed to request support for.

2 If any Tetrabyte Engineer or representative of Tetrabyte are requested to attend a Clients location to carry out work, be present at a meeting or for any other reason, and if they are either turned away, unable to carry out the work or meeting due to any action or inaction of the Client, the meeting is cancelled with less than 1 full working day notice, or the Client simply 'forgets' thus rendering Tetrabyte's Engineer/ representative unable to fulfil the reason for the requested on-site visit, the Client will be liable for a payment of the agreed call out plus 1 hour on site fees per Engineer/Representative attending.

3 Devices must be capable of running Tetrabytes Remote Access Software to allow engineers to Remotely Access devices, this may exclude some significantly older, End of Life or Out of Support Devices. Tetrabyte may attempt Remote Support in other ways

4 The Client must make available an employee willing and capable of following guidance and providing comprehensive feedback to achieve the aims of the Support Request.

5 Remote Support does not include the supply of replacement Hardware, repair of components, or the replacement of parts not designed for consumer replacement.

6 Remote Support does not include work related to the attainment of, or, the completion/production of documentation, for Insurance, Certification, Standards or other similar purposes. Such services may be provided at additional cost.

7 Remote Support does not include the configuration/management of 'User Level' features. These are functions that are designed for end users themselves to manage and are not the result of a feature not working as expected. Remote Support may include generic guidance to staff on how to complete these tasks when requested.

8 This service has a minimum fee of £75 +VAT per Calendar Month.

9 Due to the additional support load some Microsoft Services may incur additional support costs and support/setup of these is not included in any other support package. A list of these services can be found in the 'Microsoft Online Cloud Services' section of these Terms and Conditions.

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10 Remote IT Support shall only include support of Microsoft Online Services (e.g. Microsoft 365 or Azure) that are purchased via Tetrabyte. If a Client choses to purchase Microsoft Online Services via another channel, that channel shall be responsible for providing support, management, advice, pro-active coverage, deployment etc for the provided licenses and the related services.

11 Support must at all times cover all active devices used by the company. Should a device be removed from support and later found to have been in active use, or, be returned to active use within 3 months of removal, Tetrabyte may charge and backdate up to 3 months charges for that device to re-add that device to support in future.

12 Any service that Tetrabyte provides, or provides a close equivalent to, that the Client opts not to purchase via Tetrabyte will be supported at the sole discretion of Tetrabyte Staff. Primary support responsibility will be directly with the provider. This includes all Microsoft Online Cloud Services e.g. Microsoft 365, Microsoft Azure, Microsoft Entra and other products.

13 Support shall be subject to a fair use policy of no more than 1.5hrs of support per device supported in any rolling 28 day period aggregated over the entire company. E.g. a company with 10 paid devices shall have up to 15 hours IT Support in any 28 day period. Upon exceeding this Tetrabyte shall be entitled to limit or restrict support to critical break/fix works only where needed to ensure that service levels to other customers can be maintained.

14 Support shall not include the configuration, administration or management of customer built applications and/or web services that do not have external professional developer support including A.I. developed platforms. Such support may be provided at additional charge.

15 Where Microsoft licensing is not purchased via Tetrabyte. This service excludes break/fix support and advice and guidance on best practice for any Microsoft Online Services, and is limited to basic administration for changes specified by the customer. (e.g. adding and removing users etc.) Support, advice and best practice guidance should be sought from the license provider.

Tetrabyte Managed IT Package On Site Support

Description: The attendance of a Tetrabyte Engineer at no additional cost, to the Supported Location. Attendance shall be after all reasonable Remote Support options

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have been attempted. Attendance is for Break/Fix and New Device Installs only. Consultation and Project work may be quoted separately.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of Six full Calendar Months from the agreed commencement date.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day.

1 If any Tetrabyte Engineer or representative of Tetrabyte are requested to attend a Clients site to carry out a job, be present at a meeting or for any other reason, and if they are either turned away, unable to carry out said job or meeting due to the Client, or the Client simply 'forgets' thus rendering Tetrabyte's Engineer/ representative unable to fulfil the reason for the requested on-site visit, the Client will be liable for a payment of £95 + VAT for every such occasion.

2 Attendance shall be at the sole discretion of Tetrabyte and only after all reasonable Remote Support options have been attempted to resolve the issue.

3 Attendance shall be on no particular timescale, time shall be allocated depending on priority and staff availability.

4 The 'Supported Location' shall be determined in the following order, with the first matching item being the single determining clause:

1. If specified, the location specified in the 'Unlimited On Site Support' line item on the clients most recent Invoice.
2. If specified, the location on the clients most recent Contract in the Fee's/Charges section.
3. If unspecified, the primary work location of the customers staff at the time the service commenced as determined by Tetrabyte.

Cyber Essentials Certification Assistance

Description: Assistance with paperwork and requirements for the Cyber Essentials Certification.

Minimum and Rolling Terms: One time costs per device. No rolling contract. Required annually upon CE Renewal.

Billing Cycle:

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This service is billed on a one off cost basis due upon completion of the question set and before submission to the certification authority.

1 Cyber Essentials (CE)

1.1 Tetrabyte may, for an additional fee, provide assistance to the customer to complete the UK Government Cyber Essentials Certification. The certification requires annual renewal and Tetrabyte will charge for each renewal.

1.2 The Client understands that Tetrabyte are not a certification body and cannot guarantee a Pass.

1.3 The Client understand that additional products and services may be required to achieve the required standards and these will be quoted and billed in addition to the Cyber Essentials Certification Assistance fee.

1.4 The Client understands the 'Cyber Essentials Certification Assistance' fee does not include the cost of the certification itself and the client will be required to buy the certification direct from https://iasme.co.uk/cyber-essentials/cyber-essentials-apply-now

1.5 The Client understands that the answers provided by Tetrabyte are true to the best of Tetrabyte's knowledge, the certification requires approval of all answers by Board Level personnel who accept responsibility for the accuracy of the answers submitted.

2 Cyber Essentials Plus (CE+)

2.1 Tetrabyte may, for an additional fee, provide assistance to the customer to complete the UK Government Cyber Essentials Plus Certification understand that this is another additional fee from Tetrabyte to cover the additional work required. The certification requires annual renewal and Tetrabyte will charge for each renewal.

2.2 The Client understand that the 'Cyber Essentials Plus Certification Assistance' fee does not include the cost of the certification itself and the client will be required to buy the certification direct from an external assessor.

2.3 The Client understands that Tetrabyte are not a certification body and cannot guarantee a Pass.

CyberSmart Cyber Essentials Certification Assistance

Description: Assistance with paperwork and requirements for the Cyber Essentials (CE) and/or Cyber Essentials Plus (CE+) Certification including the provision of the CyberSmart Platform, Monthly maintenance by Tetrabyte and the Annual Certification.

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Minimum and Rolling Terms: This service shall have an initial Minimum Term of twelve full Calendar Months from the date the service is provisioned with the supplier

The service shall automatically renew on a rolling twelve Calendar Month basis until terminated in accordance with the Terms and Conditions and providing notice of the intention to terminate no less than 35 days before the next renewal.

Billing Cycle:

This service is billed either Annually from the date of provisioning to the date of renewal, or, Monthly from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1.1 Tetrabyte may, for an additional fee, provide assistance to the customer to complete the UK Government Cyber Essentials and/or Cyber Essentials Plus Certification.

1.2 The Client understands that Tetrabyte are not a certification body and cannot guarantee a Pass.

1.3 The Client understand that additional products and services may be required to achieve the required standards, and these will be quoted and billed in addition to the CyberSmart Cyber Essentials Certification Assistance fee. These may include but are not limited to MDM management tools, Antivirus Protection, Vulnerability/Patch Management.

1.4 The Client understands that the answers provided by Tetrabyte are true to the best of Tetrabyte's knowledge, the certification requires approval of all answers by Board Level personnel who accept responsibility for the accuracy of the answers submitted.

1.5 The Client agrees to install the CyberSmart Active Protect software to all devices in scope of the Certification.

1.6 The Client agrees to configure all devices as per the recommendations of Tetrabyte.

1.7 While CyberSmart speeds up the certification process, CE Certification may still take some time from commencement of this service with CE+ taking longer still. This may vary depending on the size of the deployment project and availability of staff to complete actions as needed, please ask for more detail when considering this product. Once issued CE and CE+ certification last 1 year from the date of issuance.

1.8 Tetrabyte will check the reports provided by CyberSmart monthly or on request and create tasks to action items as needed.

1.9 Cyber Essentials is not solely based on technical controls, The Client is responsible for reading, understanding and complying with the written policies created within this assessment.

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1.10 CyberSmart is sold subject to the CyberSmart EULA's linked below. The client agrees to abide by these terms in relation to the CyberSmart products.
https://cybersmart.co.uk/eula/

1.11 Cyber Protection Insurance provided with CyberSmart and Cyber Essentials Certification is provided by and subject to the conditions listed in your policy wording and policy schedule. Please contact us for the latest information on this.

1.12 The product requires an extended notice period with notice of your intention to cancel the service no less than 45 days before the annual renewal date.

1.13 When purchasing CE+ you must:

1.13.1 provide a Security and Vulnerability Testing Consent Form to specifically grant access to a CyberSmart Assessor (being an assessor nominated by CyberSmart qualified to adjudicate whether a Customer has met the requirements for Cyber Essentials Plus) to access the Client systems in order to conduct the audit

1.13.2 have achieved their Cyber Essentials certification within 30 calendar days of the date of their Cyber Essentials Plus audit; Where You exceed the 30-day scheme requirement, You will need to re-purchase Cyber Essentials and recertify in order to obtain Cyber Essentials Plus; and

1.13.3 rectify and demonstrate to the CyberSmart Assessor they have corrected any critical or high vulnerabilities and met all prescribed controls identified during the audit within not more than 30 calendar days from the date of the audit, and this period for correction must further fall within a period of not more than 90 days from the date of their successful Cyber Essentials Certification, in order to satisfy the scheme requirements. Failure to do so will result in additional charges equal to that of the assessment and re-assessment fees.

1.14 The Client agrees to provide prompt access within 24 hours of request for Tetrabyte to access any device within scope as requested and/or to provide all reasonable assistance to install required software and configure settings as guided by our engineers.

Hosted Voice Telephony – All

Description: The provision of a Hosted VoIP based telephony service. These general terms apply to all Hosted Voice Platforms provided by Tetrabyte. Additional Terms and Conditions may be platform specific and specified in another section.

Minimum and Rolling Terms: See Platform specific details in another section.

If you are unsure what platform you are on, please ask.

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Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. Service products are billed in advance, Consumption products are billed in arrears.

1 For the purpose of Hosting, Providing and Supporting the Hosted Telephone Platform and users, Tetrabyte and/or it's suppliers may access and view personal data for all users and the company as a whole. This may include, Names, Addresses, Contact Numbers, Inbound and Outbound Call Histories, Call Recordings and Voicemails held on the system. The client agrees to inform all users that Tetrabyte may access this data and obtain the appropriate consent from the users for such.

2 Ofcom regulations require that all static telephone handsets have a correctly registered 999/Emergency Services installation address.

A3.6 In order to make accurate and reliable Caller Location Information available to the Emergency Organisations handling the calls to "112" and "999", a Regulated Provider must comply with the following requirements:
I where it provides a VoIP Outbound Call Service:
(i) it must, where its VoIP Outbound Call Service is to be used principally at a single fixed location, recommend its Relevant Customers to register with it the address of the place where the VoIP Outbound Call Service is to be used prior to its activation and update that address information if there is any change; and
(ii) where it has a reasonable expectation that, or has been informed that, its VoIP Outbound Call Service is to be accessed from multiple locations, it must recommend that its Relevant Customers register and update the location information associated with it, whenever accessing the VoIP Outbound Call Service from a new location

The Client is recommended to ensure that Tetrabyte have received in writing a notification if any of the handset addresses change address. Such notification is invalid without Tetrabyte confirmed receipt. If the client fails to inform Tetrabyte of address changes to handsets and receive confirmation from Tetrabyte the notification has been received, the client accepts they will be fully liable to cover any related penalties, costs and damages incurred by Tetrabyte.

3 If the client requests porting of numbers from other service providers, the client confirms that they have the legal right to port such numbers. The client will not request to port numbers they do not have a legal right to port. If the client requests to port a number they do not have a legal right to port, the client accepts they will be fully liable to cover any related penalties, costs and damages incurred by Tetrabyte.

4 The client is notified that any numbers that the client requests to port may cease any related services with alternate providers. This may include services such as Red Care, Alarm lines, Broadband etc.

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5 Ofcom regulation require that clients may only display outbound numbers they have a legal right to display. The client agrees not to request the display of any number they do not have a legal right to display. If the client requests to display a number they do not have a legal right to display, the client accepts they will be fully liable to cover any related penalties, costs and damages incurred by Tetrabyte.

6 Hosted VoIP Telephones require an active cabled ethernet based network connection with unrestricted access to the internet, it is the customers responsibility to ensure this is in place at all locations where handsets are required. Tetrabyte recommend this line NOT be shared with a computer due to bandwidth issues that may occur. Although some Tetrabyte Hosted VoIP handsets may be Wifi compatible, this is NOT a supported configuration.

7 Hosted voice services may be provided on variable contract lengths depending upon the services required, contact lengths should be provided on the original service quote and run from the first day of service billed until the end of the contract period. Please ensure you are aware of the relevant contract length before confirming any quotation.

8 Ofcom require customer consent to transfer numbers between providers, by requesting telephony services from Tetrabyte you authorise Tetrabyte and its employees to request the transfer of numbers and sign the Customer Letter of Authority and/or any transfer paperwork on your behalf with the same authority of a senior staff member of your organisation.

Hosted Voice Telephony P2

Description: The provision of a Hosted VoIP based telephony service based on the underlying Broadworks Platform.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date unless otherwise stated in the Contract.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. Service products are billed in advance, Consumption products are billed in arrears.

1 The ‘5,000 mins per user’ offer is subject to the following fair usage policy.

Fair Usage Policy
Hosted Voice seat licenses include 5,000 mins of calls to UK 01/02 and 03 numbers and UK Mobile Networks (FM1, FM3, FM4, FM5 and FM6).

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Minute packages start at 00:01 the day after the user is provisioned, calls made before this time may be billed at out of tariff rates.
Our inclusive FREE Calls Offer is subject to a Fair Use Policy (FUP). The combined number of minutes to UK 01/02 and UK Mobile Destinations (FM1, FM3, FM4, FM5 and FM6) is 5,000 minutes in each calendar month per seat, 03 minutes must not exceed 15% of the total minutes used for that seat and the duration of each call must not exceed 60 minutes. Tetrabyte reserve the right to charge for the total duration of any call type above, with a duration in excess of 60 minutes. Minutes are aggregate across the combined seats on a customers site. For example: if a customers site has 10 seats the combined number of minutes is 50,000 for the site. The 03 allowance applies on a per seat basis.
The Hosted Voice service is provided on the basis that service is to be used by the end user customers and will not be used by automated and non-human operators.
Tetrabyte reserve the right to suspend the service without prior notice and/or remove this offer and charge retrospectively for ALL call usage should the terms of the FUP be broken or if we suspect the service is being used to generate AIT (artificially inflated traffic), or if the service is suspected to be used for the involvement in fraud, illegal activity, terrorism and arbitrage.
Should a seat/site exceed the usage limits defined in the FUP, the customer will be notified and be given the opportunity to rectify the usage within the FUP limits. Should any seat or site exceed the FUP in a future month, the 5,000 min calls offer will be suspended and ALL USAGE for the customer site will be rated at the call tariff assigned to the customer for future whole months until the usage fails within the FUP.
Tetrabyte reserves the right to review the Inclusive calls offer at any time giving 30 days' notice of any change to the reseller or customer.

2 Number porting orders both inbound and outbound will incur porting charges. Please contact us for current rates.

3 Some features included in licensing may be complimentary, Tetrabyte reserve the right to remove these features in future if our provider withdraws this offer. These features are listed below:

- Hosted VoIP User/Seat – 'Call Analytics – Monitored'
- Hosted VoIP User/Seat Foundation – 'Voicemail'

Hosted Voice Telephony P3

Description: The provision of a Hosted VoIP based telephony service based on the underlying 8x8 Platform.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date unless otherwise stated in the Contract.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

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Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. Service products are billed in advance, Consumption products are billed in arrears.

Hosted Voice Telephony – Hardware Rental

Description: The provision of a Hosted VoIP compatible handset for use by the customer.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of thirty six full Calendar Months from the agreed commencement date.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 Ownership of the Hardware remains at all times with Tetrabyte Ltd

2 The Client is responsible for repair/replacement costs for any hardware damaged or lost within the Minimum Term

3 Upon termination of contract the Client agrees to return all rental hardware to Terabyte upon request

4 Call Records can be stored for an agreed period, by default recordings will be deleted 30-90 days after contract termination. Companies wishing to retain this data either download calls from the portal individually or request a bulk export. Bulk Exports will be charged at £0.05 per GB to be exported and be made available as one or more compressed files, provided to the end user via an online sharing link accessible for 30 days.

Mobile Telephony - All

Mobile telephony is provided via one of two channels which may provide a variety of options to the client:

- Distribution – Tetrabyte arranges a contract directly between the client and the mobile network.
- Non-Distribution – Tetrabyte provide the service to the client via a wholesaler.

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If you are unsure on the channel and what terms apply to your contract, please ask.

Mobile Non-Distribution Contracts

Description: The provision of a standard Mobile Telephone contract and service through Tetrabyte via a wholesaler.

Minimum and Rolling Terms: This service shall have an initial Minimum Term as specified in the quotation for the Service commencing from the date the service is provided or modified.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. Service products are billed in advance, Consumption products are billed in arrears.

1 Fair Usage Policy

Unlimited Allowances
Tetrabytes' unlimited bundles are truly unlimited where usage is appropriate to subscription type.
Inappropriate usage would be considered as the following:
> Any usage outside normal commercial practice
> Any usage made via automated means (also see Gateway/AIT FUP)
> Any usage that damages or impairs the hosting network
> Any usage considered fraudulent, abusive, illegal or a nuisance
> Data usage where users regularly tether to 12 or more devices or have used 500GB of data twice within
a 6 month period
> Data usage where roaming outside of the UK and exceeding more than 25GB within a single billing period
We may investigate usage in order to ascertain whether your unlimited usage is in line with these guidelines.
In the event inappropriate usage is determined then we reserve the right to restrict services, adjust the plan or
terminate the agreement based on the severity of the misuse.

Gateways/Artificially Inflated Traffic (AIT)
Tetrabyte does not allow SIMs to be used in any equipment which enables the routing of calls or data (including,
without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment, by
establishing a mobile to mobile call or transmission. Nor does it allow the use of any

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equipment which enables the
sending of bulk SMS, voice or data services. Tetrabyte reserves the right to suspend without notice should we believe
that such equipment is being used. During suspension, the liability for any access charges or calls will rest with the
partner.

Roaming
In line with Roam Like At Home legislation, we have introduced a Fair Usage Policy to ensure end user allowances
are being used for purpose whilst roaming.
Policy Terms...
Inclusive roaming services on our mobile tariffs have been built for business users who travel periodically, and not those who roam across foreign networks on a semi-permanent or permanent basis. If a customer uses their mobile in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services such as World Travel Select and/or legislation such as Roam Like At Home), and they have spent more time abroad than at home with their roaming use
exceeding their domestic use, we will consider them a permanent roamer and charges will apply in line with our standard roaming out of bundle costs. Please be aware that roaming activity will continue to be measured over a four month period.
Please note, Tetrabyte reserve the right to disconnect subscriptions and apply a standard £30 Cease Fee per subscription, in instances where terminations occur due to breach of listed policies.

2 Disconnection of Mobile Phones on rolling monthly terms
A Cease Fee of £30 exc VAT per connection is payable for disconnection requests of numbers that have not been active for at least 24 months.

3 Pro Rata Billing and Allowances
Billing and Allowances are based on calendar months, new connections or edits during any month, will be allocated and billed pro-rata for that month.

4 Subject to change
Our tariffs are subject to change. Tetrabyte will ensure at least 30 days' notice is given before any changes take effect.

5 Subject to Network Terms and Conditions where they do not conflict with other terms in this document:

O2:

- https://www.o2.co.uk/termsandconditions/mobile/our-latest-pay-monthly-tariff-terms

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- https://www.o2.co.uk/termsandconditions/mobile/additional-terms-and-conditions-for-5g-services
- https://www.o2.co.uk/termsandconditions/mobile/o2-consumer-fair-usage-policy

Vodafone:

- https://www.vodafone.co.uk/cs/groups/public/documents/webcontent/vfcon114596.pdf
- https://www.vodafone.co.uk/cs/groups/public/documents/document/business-acceptable-use-080425.pdf
- https://www.vodafone.co.uk/terms-and-conditions/consumer/mobile/pay-monthly/mobile-broadband-fair-use-policy/
- https://www.vodafone.co.uk/business/waivers

EE:

- https://ee.co.uk/help/terms-and-conditions/price-plans/mobile/sim-only-price-plans

Mobile Distribution Contracts

Description: A Mobile contract setup directly between the customer and mobile network

Minimum and Rolling Terms: See specific mobile network Contract.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. Service products are billed in advance, Consumption products are billed in arrears.

1 All contracts will be subject to network credit checks, failure to pass these checks will prevent commencement of the contract. Credit Checks will show up in your credit file.

2 Contracts are made direct between the Client and the Mobile Network, a ‘Network Revenue Share’ payment will be paid to Tetrabyte upon sale of the contract.

3 Failure of the Client to fulfil the contract with the Network may result in Tetrabyte being required to repay all or part of the ‘Network revenue Share’ fee. The Client shall be liable for this amount plus 10% to Tetrabyte directly in order to cover administration of the sale and contract.

Internet Connectivity and Broadband Services

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Description: The provision broadband Internet services to the agreed address.

Minimum and Rolling Terms:

This service shall have an initial Minimum Term as specified in the table below for the Service commencing from the date the service is provided or modified.

Service	Minimum Term
ADSL2+	1 Calendar Month
FTTC	1 Calendar Month
SoGEA FTTC	1 Calendar Month
FTTP	1 Year

The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance. Service charges may be billed in arrears, with a delay of up to 12 months from BT.

1 This is subject to Tetrabyte's Acceptable Use and Traffic Management Policy, and we reserve the right to levy an additional charge for excessive usage.

2 Services cancelled within 12 months of connection are liable for a 'Termination of Service Fee' of £135 per connection.

3 Services cancelled after 12 months of connection are liable for a 'Termination of Service Fee' at £60 per connection.

4 Tetrabyte aim to provide a high quality, continuous service with reasonable care and skill. The products we resell are not guaranteed to be available at all times. Should a fault occur please raise a ticket with our help desk and we will aim to resolve the fault with the supplier as soon as possible. Connection drops can be a normal part of the service and allow the systems to re-sync to better speeds or higher stability levels, should you experience a significant numbers of drops in a short space of time this can be raised as a fault. Our Wholesale Providers will always try to restore services as fast as they can however, some events beyond their reasonable control may extend repair times, these could be things like fire, flood, weather, epidemic, civil unrest, war or any action taking by a government or public authority or industrial action.

5 Internet connectivity orders (excluding Leased Lines and Fibre On-Demand), once agreed are subject to a £25 per connection cancellation fee up until the Point Of No Return (PONR), after this the full contract fee for the full term plus Termination of

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Service Fee's will be charged. The PNOR is defined as 12:00 midday two working days (Monday – Friday, excluding Public Holidays) before the service installation date.

6 In the event of a fault, we may book an engineer to your site, the Engineer will attend your site and check for faults within the OpenReach network and/or your own network. We have to make you aware that if the engineer finds no fault or the fault to be within the End User premises beyond the Network Termination Equipment, they are likely to issue charges

for this work, this fee is £195+VAT for this reason, we request that you ensure the engineer has spoken with Tetrabyte on the phone after completing the work and before they leave. The Customer is liable to pay this charge in the event that OpenReach issue such.

7 Customers have the option to add additional care services to their BTW and Vodafone connections:

- Basic Care is 72 Working hours (Vodafone only)
- Standard Care is 40 Working hours
- Enhanced Care provides a Target fix time from OpenReach of 20 Clock Hours
- Premium Care provides a Target fix time from OpenReach of 8 Clock Hours.

These times begin when the issue is logged with OpenReach, not when the issue is reported to Tetrabyte.

8 Tetrabyte Internet Connectivity is not a Residential Service, Tetrabyte are a Business-to-Business provider and all service shall be classes as being provided to Businesses only, This may affect your legal rights in regards to Internet Connectivity Services. This Client acknowledges and accepts this.

Leased Lines

Description: The provision Leased Line Networking Services to the agreed address.

Minimum and Rolling Terms:

This service shall have an initial Minimum Term as specified in the quotation for the Service commencing from the date the service is provided or modified.

The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

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1 Lease Line Services shall be subject to the Terms and Conditions in the 'Lease Line Terms and Conditions' available on our website at www.tbyte.com/terms

2 Supply Address, Minimum Terms, Speeds, Bearer Capabilities, Service Levels, Installation Charges and Monthly Rental Amounts shall as per the quotation.

Business Antivirus - Avast

Description: The provision of the Avast Business Antivirus software to each agreed device.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date or last modified date. The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 Tetrabyte provide a Subscription Antivirus product at additional cost per device covered. This product does not provide a guarantee of the prevention of malware or viruses. The level of protection is a best efforts attempt, Tetrabyte and the Vendor do not warrant that the operation of the services will be error free or provide complete protection for the devices. The service will be subject to the anti-virus providers End User License Agreement and Privacy Policy.

2 Upon commencement of the service Tetrabyte will work with the client to ensure that all required devices are installed with and provided with the protection of the antivirus product.

3 Additional devices added at future dates may not be covered if the client failed to request the Antivirus product be installed to each device.

4 Tetrabyte may, upon its best judgement, install the antivirus product to new or additional active devices in the customers environment to ensure the best protection levels for the client. The additional cost will be reflected in the clients monthly billing at the agreed rate per device, should the client wish to not cover the quantity of machines, the client should raise a concern within 14 days of receipt of the invoice.

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5 While clients are free to purchase and install alternate Antivirus products, the client agrees that Tetrabyte are not responsible for monitoring or maintaining products not purchased via Tetrabyte directly.

6 Anti-virus and/or Anti-spyware software is no longer included in our monthly support or provided for free as part of previous contracts.
Anti-virus protection can be purchased from us at an additional cost and will be subject to the terms in this agreement.

7 Subject to the End User Licensing Agreement found on the Avast website.
https://www.avast.com/en-gb/eula

Business Antivirus - BitDefender

Description: The provision of the BitDefender Endpoint Security software to each agreed device.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date or last modified date.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.
Individual devices are billed in WHOLE MONTHS, so even if the product is used for a single day, a full month charge is applicable.

Billing Cycle:

This service is billed based on the quantity of devices using the software on the 26th of each month. This product is billed a month in arrears. Data gathered on 26th of June, will not be on 1st July Invoice, but instead on the 1st August invoice.

1 Tetrabyte provide a Subscription Antivirus product at additional cost per device covered. This product does not provide a guarantee of the prevention of malware or viruses. The level of protection is a best efforts attempt, Tetrabyte and the Vendor do not warrant that the operation of the services will be error free or provide complete protection for the devices. The service will be subject to the anti-virus providers End User License Agreement and Privacy Policy.

2 Upon commencement of the service Tetrabyte will work with the client to ensure that all required devices are installed with and provided with the protection of the antivirus product.

3 Additional devices added at future dates may not be covered if the client failed to request the Antivirus product be installed to each device.

4 Tetrabyte may, upon its best judgement, install the antivirus product to new or additional active devices in the customers environment to ensure the best protection

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levels for the client. The additional cost will be reflected in the clients monthly billing at the agreed rate per device, should the client wish to not cover the quantity of machines, the client should raise a concern within 14 days of receipt of the invoice.

5 While clients are free to purchase and install alternate Antivirus products, the client agrees that Tetrabyte are not responsible for monitoring or maintaining products not purchased via Tetrabyte directly.

6 Anti-virus and/or Anti-spyware software is no longer included in our monthly support or provided for free as part of previous contracts.
Anti-virus protection can be purchased from us at an additional cost and will be subject to the terms in this agreement.

7 Subject to the End User Licensing Agreement found on the Avast website.
https://www.bitdefender.com/en-gb/site/view/legal-eula

8 Managed detection and Response Services are provided 24/7 however, response from Tetrabyte to the Client or Vendor may be limited to Tetrabyte working hours. Clients can be listed directly for decision making if they wish.

9 Tetrabyte will configure the system with our own Default configuration. Clients can review this by contacting Tetrabyte as needed.

Managed Server Backup

Description: Backup of user generated data from customers server to an off-site backup storage location

Minimum and Rolling Terms: This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 While clients are free to purchase and install alternate backup products, the client agrees that Tetrabyte are not responsible for monitoring or maintaining products not purchased via Tetrabyte directly.

2 The Client is responsible for specifying the selection of data to be backed up and reviewing this as needed.

3 The default backup retention period is 30 days, this can be extended by agreement.

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4 Backups are taken nightly, the client should be aware that on occasion due to various factors, backups may fail to complete due to technical issues, Tetrabyte will attempt to monitor and resolve these issues when they arise.

5 The backup service is installed on selected devices, it is a requirement of the service that these devices be left turned on with an active internet connection and the relevant software running for the backups to complete.

6 Clients must comply with any reasonable request to allow Tetrabyte access to devices to manage the backup software and data sets as needed.

7 Clients must maintain an internet connection with sufficient speed to allow a full backup or the required data to be uploaded in 12 hours or less.

Data Destruction

Description: The storage, secure wiping and destruction of hard drives and data storage devices.

Minimum and Rolling Terms: One time costs per device. No Minimum or Rolling contract.

Billing Cycle:

This service is as a one off charge per item as per the quotation.

1 Upon receiving instruction to destroy data from a clients hard drive or other media, Tetrabyte may, at its discretion, retain such data for a period of up to 180 days to ensure that all required data has been successfully transferred to the new storage device. The period of time data is retained for shall be decided by Tetrabyte depending upon the circumstances of the request. Should a client wish to modify this arrangement, the client should request either immediate or a specified time period in writing for each data destruction request at the time the request is made.

2 In order to comply with waste disposal legislation, if the Client has requested Tetrabyte dispose of the Hardware within this Service, the Service shall include the transfer of ownership of the Hardware to Tetrabyte Ltd. Ownership shall transfer immediately upon completion of the data destruction.

uSecure AntiPhishing and Security Training

Description: Provision of the uSecure Security training platform.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of six full Calendar Months from the agreed commencement date. The service shall

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automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day.

1 This is a customer managed service requiring interaction and management from the customers side. Tetrabytes role will be limited to the deployment of the service, demonstrating/assisting the customer in configuring and managing the service as required.

2 Design of additional campaigns (Email Templates and Landing Pages) by Tetrabyte will incur and additional charge. Such design will be can and will be performed within the limitations of the platforms design capabilities, this may mean that we cannot identically replicate some parts of external systems but will be made as close as possible.

KnowBe4 AntiPhishing and Security Training

Description: Provision of the KnowBe4 Security training platform.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date. The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions

Billing Cycle:

This service is billed annually commencing on the date of provisioning by the supplier.

1 This is a customer managed service requiring interaction and management from the customers side. Tetrabytes role will be limited to the deployment of the service, demonstrating/assisting the customer in configuring and managing the service as required.

2 Design of additional campaigns (Email Templates and Landing Pages) by Tetrabyte will incur and additional charge. Such design will be can and will be performed within the limitations of the platforms design capabilities, this may mean that we cannot identically replicate some parts of external systems but will be made as close as possible.

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Dark Web Monitoring

Description: The provision of dark web monitoring service. The service is provided by a trusted third party who automatically and manually seek data provided on the dark web and other sources.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of one full Calendar Months from the agreed commencement date unless otherwise stated in the Contract.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. Service products are billed in advance, Consumption products are billed in arrears.

1 The service is provided by a trusted third party who automatically and manually seek data provided on the dark web and other sources. The service is provided on a best efforts basis by the provider and there is no guarantee that results will be comprehensive.

2 Upon discovery of issues, Tetrabyte will provide advise and guidance on resolutions, businesses are responsible for implementing these resolutions.

Crossware Email Signature Service

Description: The arrangement of Crossware email signature service contract.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of 365 Days from the agreed commencement date. The service shall automatically renew on a rolling 365 Days term until terminated in accordance with the Terms and Conditions

Billing Cycle:

This service is billed annually commencing on the date of provisioning by the supplier. This product is billed in advance.

1 The Crossware service is provided subject to the terms and conditions below. The client agrees to abide by these terms in relation to crossware products.
https://crossware365.com/o365-license-agreement/
https://crossware365.com/o365-service-level-support-agreement/

2 Contract with automatically renew unless company notifies Tetrabyte of intention to cancel no less than 14 days before the renewal date

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Exclaimer Email Signature Service

Description: The provision of the Exclaimer email signature service.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions

Billing Cycle:

This service is billed from the 27th of the month to the 26th of the following month. Partial months upon commencement/termination will be billed pro-rata per day. This product is billed in arrears.

1 The Exclaimer service is provided subject to the terms and conditions below. The client agrees to abide by these terms in relation to Exclaimer products.
https://exclaimer.com/legal/end-user-license-agreements/

2 Tetrabyte may, upon its best judgement, add additional licenses to ensure the full coverage for the client. The additional cost will be reflected in the clients monthly billing at the agreed rate per user, should the client wish to not cover the quantity of user, the client should raise a concern within 14 days of receipt of the invoice.

Adobe Licensing

Description: The arrangement of adobe licensing via the Adobe Marketplace reseller program.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of 365 Days from the agreed commencement date. The service shall automatically renew on a rolling 365 Days term until terminated in accordance with the Terms and Conditions

Billing Cycle:

This service is billed annually commencing on the date of provisioning by the supplier. This product is billed in advance.

1 Adobe licenses are sold subject to the Adobe EULA's, the General Terms of use, Subscription Terms and the VIP Terms linked below. The client agrees to abide by these terms in relation to Adobe products.
https://www.adobe.com/uk/legal/licenses-terms.html
https://www.adobe.com/howtobuy/buying-programs/vip-terms.html

2 Contract with automatically renew unless company notifies Tetrabyte of intention to cancel no less than 14 days before the renewal date.

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Office 365 Sharepoint Backup & Office 365 User Backup

Office 365 Sharepoint Backup Description: The provision of a daily backup of Office 365 Sharepoint data for the agreed Sharepoint sites.

Office 365 User Backup Description: The provision of a daily backup of User Exchange Online Mailbox and OneDrive data for the agreed users.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of one full Calendar Month from the agreed commencement date.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in arrears.

1 The client agrees to the Acronis EULA's as published by Acronis.
https://www.acronis.com/en-gb/support/eula/

2 Backup services are provided for as long as the users subscription is maintained. Cancellation of a user subscription will remove user related data. Subscriptions are automatically removed upon any request to delete the users mailbox/onedrive. User backups cannot be retained if the user is removed.

3 Data will be held indefinitely unless otherwise requested by the customer. Customers should be aware of their Data Protection and GDPR liabilities.

4 Fair use policies may apply

Website Hosting

Description: The provision of Web Hosting Services

- Website Hosting
- 1 Website
- 2.5/5/7.5/10GB of base storage
- 100GB/Month Traffic allowance
- Support for the Website Hosting

Minimum and Rolling Terms: This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions

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Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 Additional storage may be available upon agreement at additional cost.

2 Tetrabyte are not responsible for maintaining backups of sites and data, customer should ensure they have appropriate backups. Any backups that are maintained are upon a good will basis.

3 Tetrabyte Web hosting must not be used for the storage of external backup data.

4 Customers are required to maintain security updates to all sites hosted by Tetrabyte. Tetrabyte reserve the right to update any site that falls behind in security updates and shall not be liable for any functional issues created as a result. We advise all customers to maintain support agreements with website developers to ensure functionality is maintained as required.

5 Any site sending mass mailing or spam may be disabled at the sole discretion of Tetrabyte to maintain service availability for other customers.

Website Design and Hosting

Description: The provision of Design, Build and Web Hosting Services. Website is non-transferable to other providers.

- Website Hosting
- 1 Website
- 10GB of base storage
- 100GB/Month Traffic allowance
- Support for the Website Hosting
- Up to 5 pages in a templated design on the Wordpress CMS
- Website backups included

Minimum and Rolling Terms: This service shall have an initial Minimum Term of twelve full Calendar Months from the agreed commencement date.
The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 Additional storage may be available upon agreement at additional cost.

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2 Tetrabyte maintain monthly backups of sites and data

3 Tetrabyte Web hosting must not be used for the storage of external backup data.

4 The website will remain the intellectual property of Tetrabyte Limited at all times. The website may not be used if this contract is terminated, as it remains the property of Tetrabyte at all times.

5 This website may not be hosted by any other company other than Tetrabyte.

6 After the initial design and 2 weeks after the website is live on the Internet, any additional website work or changes will be an additional service and quoted for separately.

7 This contract does not include any SEO (Search Engine Optimisation) work.

8 The written content and pictures/photographs must be supplied by the client.

9 The intellectual property rights and copyright of pictures/photographs or content must be held by the client in order to use them on the Internet, any liability or any infringement will lie solely with the client and not with Tetrabyte Limited.

10 Termination or cancelation of this contract will terminate the use of the website, and such website will be taken offline.

Postage and Courier Services

Description: The arrangement of collection and delivery via a UK parcel courier service.

Minimum and Rolling Terms: One time costs per shipment. No rolling contract.

Billing Cycle:

This service is billed as a one off cost per delivery.

1 Tetrabyte may arrange courier collections and deliveries on the client's behalf, all such collections and deliveries are subject to the Terms and Conditions of the courier used and the client agrees to be bound by these.
APC: https://apc-overnight.com/sending-a-parcel/conditions_of_carriage
UPS: https://www.ups.com/gb/en/support/shipping-support/legal-terms-conditions.page
TNT: https://www.tnt.com/express/en_gb/site/terms-conditions.html
DHL: https://www.dhl.com/content/dam/dhl/local/se/dhl-freight/documents/pdf/price-increase-documents/se-freight-general-terms-and-conditions-en-01112019.pdf
DPD: https://www.dpd.co.uk/standard_terms_and_conditions.jsp

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Royal Mail: https://www.royalmail.com/terms-and-conditions
ParcelForce: https://www.parcelforce.com/conditions-of-carriage

2 Where collection is from the client's premises, the client is responsible for packing the item(s) appropriately and to the standard required by the Courier. Failed collection due to inappropriately packaged item(s) will still be charged. Damage in transit due to inappropriate packaging will be at the client's liability. See https://www.tnt.com/express/en_gb/site/how-to/prepare-boxes.html for more information on minimum standards of packaging. Note: reference to this file does not imply the use of any particular courier service but establishes a baseline guidance for customers.

3 Where items have been sent to Tetrabyte, Tetrabyte will use the same packaging to return the item. If the packaging is deemed substantially inadequate, Tetrabyte may add additional charges to supply appropriate packaging.

4 For collections, Tetrabyte will email copies of all required labels and documentation. The client is to ensure these are attached to the package as required.

5 Tetrabyte will inform the customer of the collection. It is the client's responsibility to ensure packages are available at the main entrance to the premises for collection at the appropriate time. Failure to do so may incur additional charges.

6 Tetrabyte will inform the customer of delivery time slots as provided from the courier, it is the clients responsibility to ensure the delivery can be made to the main entrance of the building and signed for by an authorised party at the appropriate time, failure to do so may involve additional courier charges.

7 The Client will inspect goods delivered to them and report faults and/or damage from transit within 2 working days of delivery. If the client notices damage to the exterior packaging that is likely to result in the internal products being damaged, we request that The Client photographs this before opening the items and creates a photographic log of the process. The Client must retain any damaged products and all packaging. The Client must allow the product and packaging to be inspected by Tetrabyte and/or its agents upon request for at minimum 60 days from the date of the claim. Failure to fulfil any of these conditions will result in the product being deemed as have been delivered in good condition and the Client forfeiting their rights to claim for damages.

8 Insured postage does not cover the data stored on the device, only the physical hardware value. Clients are responsible for ensuring backup solutions are in place for data and acknowledge that the value of data is not covered by any part of any contract with Tetrabyte.

Hardware, Software and other onetime sales.

Description: The sale of any one time product to customers.

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Minimum and Rolling Terms: One time costs as quoted. No rolling contract.

Billing Cycle:

This service is billed as a one off cost.

1 Sales shall be quoted and must be accepted by a person with 'spending authorisation'

2 All sales, once agreed by the customer in writing or verbally, are final and form a legally binding contract of sale.

3 Cancellations made be allowed at Tetrabyte's sole discretion. Return and restocking fees may apply and will be quoted individually.

4 Ownership of assets will not transfer to the Customer until the full balance is paid.

5 All hardware should be tested within 72 hours of receipt, all faults much be reported to Tetrabyte within this period else hardware will be determined to have been working on arrival.

Microsoft Online Cloud Services

Description: The provision of licensing and related administration, guidance, deployment and break/fix support of any Microsoft Online Cloud Services such as Microsoft Office 365, Microsoft 365, Azure, Intune and related software's and Licenses.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of either one full Calendar Month or 365 Days for Monthly or Annual Terms respectively, starting from the date the service was provided. The service shall automatically renew on the same term as the Minimum term until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the 27th to the 26th of each month. Partial months upon commencement will be billed pro-rata per day. Renewals are based on quantity provisioned on the 26th. As per the terms below, commitments may not align with billing cycles. This product is billed in advance.

1 Additions and removals of licenses will be made on monthly subscription terms by default unless otherwise requested by the client in writing.

2 Subscriptions are provided a renewal date based on the original commencement date for that subscription. Different commitment periods will have independent renewal dates. Renewal dates for different subscriptions may not align. Subscription renewal

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dates can be supplied on request. Where possible the Client authorises Tetrabyte to request Microsoft align Renewal dates for Monthly or Annual terms with the following aims:

- Renewals should align with the renewals of other subscriptions where possible.
- Renewals should occur on the 1st of the month

The Client agrees this may extend some Minimum Terms/Rolling Terms by up to 31days to allow alignment and the Client agrees to be bound by this extension while alignment is in progress.

3 All subscriptions monthly, annually and multi-annual will renew automatically with the same quantities at renew dates unless otherwise requested.

4 Pricing may change upon subscription renewal.

5 Upon commencement of use of any Microsoft Cloud Service the Client agrees to be bound by the Microsoft Cloud Agreement a copy of which can be found at https://aka.ms/customeragreement. The Client agrees Tetrabyte may sign the agreement on the Clients behalf.

6 As a Microsoft Partner providing support for these services, Tetrabyte require the all clients with Microsoft Online Cloud Services supported by Tetrabyte to transfer billing and payment of these services to Tetrabyte at the next renewal of their subscription. Failure to do so when requested may incur an additional support service charge of 30% of the relevant license fees at Microsoft's RRP and may create delays in providing the support if we have to deal with 3rd parties.

7 If you elect to use Annual Contracts as proposed, these will be locked on your account based on the annual renewal date set by Microsoft, you will be able to increase the number of annual licenses paying monthly but you will not be able to decrease this number at any time other than the contract renewal date.

8 Reductions to annual renewal quantities will need to be requested in writing 14 DAYS BEFORE the renewal date to ensure the renewal is processed correctly.

9 Monthly, Annual, and Multi-year subscriptions may be charged on a monthly basis if appropriate or available

10 Seat counts can be adjusted upward on any commitment term, seat counts cannot be decreased until the renewal of the subscription

11 Mid term increases will be billed in full months.

12 Customer is committing to payment in full for all licenses included in monthly, annual, and multi-year subscriptions.

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13 Transfer of a customer subscription to another partner is not supported until the end of the subscription terms as set by Microsoft.

14 Subscription Termination of Service dates may not align with billing cycles and IT Support Termination terms.

15 Termination of Microsoft Online Cloud Services subscriptions must be made with 38 days notice before the renewal date in writing.

16 Early termination of any subscription requires full payment of the remainder of the term.

17 Upon termination of Tetrabyte Support services the full remainder balance of any subscription terms will be due with your last months invoice. You agree that Tetrabyte may withhold providing/remove any support including Global Admin access for a transition to another provider until this balance is paid.

18 Due to the additional support load some Microsoft Services may incur additional support costs and support/setup of these is not included in any other support package. These Services are:

- Microsoft Teams Phone Services and Calling Plans
- Microsoft Defender for Office 365 Plan 2
- Any license purchased on a monthly basis and not retained for more than 12 months

Additional Fee's available upon request.

19 Clients MUST at all times while in any Microsoft 365 Commitment with Tetrabyte, maintain either:

- Our 'Tetrabyte Remote I.T. Support' Offering for all devices owned by the Client
- Our 'Support for Microsoft Office 365 Only' Offering which includes a support uplift for each license purchased and a 'Microsoft Tenant Support' package
- Our 'Support for Microsoft Office 365 Only Per incident Support' package.

This ensures that Tetrabyte can provide support on the services provided.

20 Microsoft Licensing is bill based on a monthly cycle from the 27th to the 26th of each month with commitments based on first day to last day of month. This may mean that changes are billed and then corrected with pro-rata'ed changes the following month. This can be especially prevalent at the start and end of product subscriptions.

21 Tetrabyte reserve the right to not provide select Subscriptions, Commitment Periods and/or Billing options to Clients. Clients will be allowed to obtain products from other providers without penalty in these circumstances.

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Microsoft Azure

Description: The provision of Microsoft Azure based Cloud Services

Minimum and Rolling Terms:
For Azure PAYG/Consumption Products: The service shall have an initial Minimum Term of three full Calendar Months commencing from the date the service was provisioned. The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions

For Azure Reserved Instance Products: The service shall have an initial Minimum Term of matching that of the reserved instance commencing from the date the Azure Reserved Instance was provisioned and then moving to PAYG Product terms afterwards unless a new Reserved Instance is agreed. Subscriptions for Reserved Instances may spend a short period, not more than 30 days, on PAYG terms while the Azure Reserved Instance is provisioned on the account.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. Due to delays in us receiving billing data from Microsoft, this service may have a delay in billing of up to 2 months. This product is billed in arrears

1 Fees for this Service are based on usage and can accrue very quickly if significant usage is made of the Service or a wide range of services are selected and used. We receive usage data from Microsoft 48 hours after the usage occurs, meaning that we cannot immediately identify unusual or excessive usage. If we identify usage which causes us concern we may temporarily suspend a Clients access to the Service and/or notify you of our concern but this cannot be guaranteed.

2 You are responsible to Tetrabyte for all usage fees, including those incurred in error, we will be unable to waive our Fees in cases where excessive or unexpected usage has occurred, which may result in you being required to pay Fees that are significantly higher than expected.

3 The customer agrees that by using Microsoft Online Cloud Services that they agree to the Microsoft Customer Agreement found at
https://www.microsoft.com/licensing/docs/customeragreement

4 The customer agrees that by using Microsoft Azure Services that they agree to the Microsoft Azure Service Agreement & Terms, Offer Details, Privacy Statement, Data Protection, Service Level Agreements, Preview Supplemental Terms, Microsoft Azure Marketplace Terms, Microsoft Azure Government Terms, Website Terms of Use found at https://azure.microsoft.com/en-gb/support/legal

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5 The Fees will be charged based on Microsoft's Azure Pricing https://azure.microsoft.com/en-gb/pricing/ plus a margin to supplement product support, this is referred as the "Microsoft Tracked Rate".

6 We monitor your usage of the Service to try to identify any unusual or unexpected usage. Be aware however that this is subject to the limitation described above and is intended to assist you but not to be relied upon by you. It is your responsibility to monitor usage and ensure that you do not make usage in excess of what you are able and prepared to pay for.

7 To protect you, your Customers and ourselves we may (but are not required to) temporarily disable a Customer's use of the Service if we are concerned about unusual or unexpected usage. In this case we will contact you as soon as reasonably practicable to resolve the issue.

8 Microsoft offers a service level agreement (SLA), which makes certain service levels commitments to Customers and offers service credits for failure to meet those commitments. If you wish to claim for these credits please let us know and we will pass the claim to Microsoft. If we are successful in claiming a service credit from Microsoft, we will apply an equivalent credit (a credit to the same financial value as that received by us from Microsoft) to your next invoice following the date on which we receive the credit from Microsoft.

9 Products are provided directly from Microsoft. Tetrabyte may attempt to help customers understand the nature of products and features provided however only Product and Service descriptions provided by Microsoft are to be relied upon.

10 Azure Backup is a Microsoft Azure provided service, the default provided system configuration allows restore to a daily snapshot (taken between 12am and 6am GMT) of the server with retention as specified on your quotation, data modified after the snapshot date/time may be lost. For more frequent backups or longer retention, please contact us for a revised quotation.

11 Reserved Instances and Savings Plans are for a set period of time, at the end of this period services will revert to the Pay as You Go consumption based model and pricing unless a new Reserved Instance or Saving Plan is agreed.

12 Azure 'Consumption' products have a delayed billing cycle, usage from Month 1 is reported to Tetrabyte in the middle of Month 2 and will be billed in the Billing Cycle for month 3, Customers should be aware that changes may take time to reflect in billing.

Fully Hosted Desktop Support / Windows 365 Hosted Desktop Support / Azure Virtual Desktop Support

Description: The provision of Support for 'Microsoft Windows 365' or 'Microsoft Azure Virtual Desktop' Hosted Desktop Service

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Minimum and Rolling Terms: This service shall have an initial Minimum Term matching that of the underlying Service Minimum Term.
The service shall automatically renew on Terms matching that of the underlying Service.
e.g. For 'Windows 365' the minimum term shall match the Minimum Term for the Windows 365 License(s), and renewal shall be on the same Renewal Terms.
For 'Azure Virtual Desktop' the Minimum Term shall match the Minimum term of the underlying Azure servers including Reserved Instances and renewal shall be on the same Renewal Terms.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance

1 Support covers the Microsoft Remote Desktop application, its published features and the Hosted Desktop Environment only. The hardware and local devices are not covered under this Support. If you require Support for the Hardware and local devices please ensure your covered with our Remote IT Support Service.

2 Support is subject to the service description at https://learn.microsoft.com/en-us/office365/servicedescriptions/windows-365-service-description/windows-365-service-description and https://learn.microsoft.com/en-us/azure/virtual-desktop/ for Windows 365 and Azure Virtual Desktop respectively.

3 The customer is responsible for ensuring all workstations meet the minimum requirements in order to access the Hosted Desktop, these are published at https://learn.microsoft.com/en-us/windows-365/end-user-hardware-requirements

4 Where access to shared files outside of the Hosted Desktop is via the Microsoft SharePoint or OneDrive Application, the client is responsible for ensuring all workstations meet the system requirements of this application.

5 Support includes coverage for connection to printers, scanners and other hardware for use within the Hosted Desktop Environment.

6 This service and 'Remote IT Support' have a combined minimum fee of £79 +VAT per Calendar Month. The total cost for both services combined shall not fall below this fee.

Tetrabyte Managed Support for Azure Infrastructure and Operating Systems

Description: The Remote Support of Virtual Servers and the related infrastructure on the Microsoft Azure hosting platform. Limited to the number of Azure Hosted Workstations and Servers defined in the customers Contract or updated agreements.

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Minimum and Rolling Terms:
This service shall have an initial Minimum Term matching that of the underlying Service Minimum Term.
The service shall automatically renew on Terms matching that of the underlying Service.
e.g. For 'Azure PAYG the minimum term shall match the Minimum Term for the Windows Azure PAYG products and renewal shall be on the same Renewal Terms.
For 'Azure Reserved Instance' products the Minimum Term shall match the Minimum term of the underlying 'Azure Reserved Instance' and renewal shall be on the same Renewal Terms.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 For customers without 'Remote IT Support' for all devices and servers. This is a time limited support agreement as per the time listed on the Clients Contract or most recent monthly invoice. Additional hours may be charged at our standard hourly rate, which may be subject to change and is available upon request.

2 Support is provided for the Provision, Configuration and Modification of Azure Services, Recovery of Azure Backup Items, Maintenance of the Windows Operating System on provided Azure Products and related Microsoft Updates only within the relevant capabilities and product descriptions provided by Microsoft. Support does not include applications and features installed on the Operating System.

3 Azure Services may be provided on Pay As You Go or fixed term contracts (Reserved Instance), your quotation will indicate any contract lengths and the client agrees to be bound by these terms.

4 Support must be maintained while Tetrabyte provide the underlying infrastructure, cancellation of Support will be taken as intention to Cancel the underlying Infrastructure.

Support for Microsoft Office 365 Only

These Services are only relevant to Clients who do not have our 'Remote IT Support' covering all of their Workstations and Servers and have Microsoft Licensing for products for which Tetrabyte are required to Support.

Microsoft 365 Tenant Support (Support for Microsoft Office 365 Only)

Description: Support for the online management of General Microsoft Online Services Tenant and EntraID Configuration. Charged per Microsoft Tenant.

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Minimum and Rolling Terms: This service shall have an initial Minimum Term matching that of the longest underlying Microsoft License Minimum Term in the Microsoft Tenant. The service shall automatically renew on Terms matching that of the longest underlying Microsoft License in the Microsoft Tenant.
e.g. if the Client has three products on Monthly Terms and One on Annual Terms, this Service is provided on an Annual Term

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 This service must be maintained while any Microsoft Product is Supported by Tetrabyte

Exchange Online Support (Support for Microsoft Office 365 Only)

Description:

Sold only in conjunction with a Exchange Online License

- Support for the online management/configuration of Exchange Online
- Support for the setup of mobile devices for access to exchange online service with the outlook app
- Support for the setup of accounts on Outlook Desktop app
- Support for troubleshooting mail transport issues in Exchange Online

Minimum and Rolling Terms: This service shall have an initial Minimum Term matching that of the underlying Microsoft License Minimum Term. The service shall automatically renew on Terms matching that of the underlying Microsoft License.
e.g. For Annual Commitment Microsoft Licenses this Service shall have an Annual Minimum Term and Annual Rolling Term matching that of the Microsoft License including any Renewal Date Alignments.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 Support is charged per license the client has allocated on the Microsoft Platform, whether purchase via Tetrabyte or other channels.

Microsoft 365 Business Basic Support (Support for Microsoft Office 365 Only)

Description:

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Sold only in conjunction with a Microsoft 365 Business Basic License

- Includes Exchange Online Support
- Support for the online management/configuration of OneDrive and Sharepoint Sites
- Support for the manual setup of OneDrive, Known Folder Backup, and sharepoint sites as requested
- Troubleshooting OneDrive client related issues
- This does not include troubleshooting for 'MS Office Collaborative Working' issues

Minimum and Rolling Terms: This service shall have an initial Minimum Term matching that of the underlying Microsoft License Minimum Term. The service shall automatically renew on Terms matching that of the underlying Microsoft License.
e.g. For Annual Commitment Microsoft Licenses this Service shall have an Annual Minimum Term and Annual Rolling Term matching that of the Microsoft License including any Renewal Date Alignments.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 Support is charged per license the client has allocated on the Microsoft Platform, whether purchase via Tetrabyte or other channels.

Microsoft 365 Business Standard Support (Support for Microsoft Office 365 Only)

Description:

Sold only in conjunction with a Microsoft 365 Business Standard License

- Includes Business Basic Support
- Support for installation and configuration of MS Office Apps
- Support for MS Office Collaborative Working

Minimum and Rolling Terms: This service shall have an initial Minimum Term matching that of the underlying Microsoft License Minimum Term. The service shall automatically renew on Terms matching that of the underlying Microsoft License.
e.g. For Annual Commitment Microsoft Licenses this Service shall have an Annual Minimum Term and Annual Rolling Term matching that of the Microsoft License including any Renewal Date Alignments.

Billing Cycle:

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This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 Support is charged per license the client has allocated on the Microsoft Platform, whether purchase via Tetrabyte or other channels.

Microsoft 365 Business Premium Support (Support for Microsoft Office 365 Only)

Description:

Sold only in conjunction with a Microsoft 365 Business Premium License

- Includes Business Standard Support
- Support for Intune Configuration and Management
- Support for Entra ID P1 features and services

Minimum and Rolling Terms: This service shall have an initial Minimum Term matching that of the underlying Microsoft License Minimum Term. The service shall automatically renew on Terms matching that of the underlying Microsoft License.
e.g. For Annual Commitment Microsoft Licenses this Service shall have an Annual Minimum Term and Annual Rolling Term matching that of the Microsoft License including any Renewal Date Alignments.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in advance.

1 Support is charged per license the client has allocated on the Microsoft Platform, whether purchase via Tetrabyte or other channels.

IT Director Service

Description:

Regular work out of scope of other services.

- This is a regular service scoped to a clients needs.
- This covers work not normally managed by other services.

Minimum and Rolling Terms: This service shall have an initial Minimum Term of three full Calendar Months from the agreed commencement date.

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The service shall automatically renew on a rolling Calendar Monthly basis until terminated in accordance with the Terms and Conditions.

Billing Cycle:

This service is billed from the first of the month to the end of the month. Partial months upon commencement will be billed pro-rata per day. This product is billed in arrears.

There are two parts to billing, a regular monthly retainer and an hourly rate.

1 The scope of work will be agreed by both parties before commencement and can be modified by agreement at any time upon request.

2 Work will scheduled and carried out as agreed by Tetrabyte

3 Reporting or updates may be included in the scope of work if needed.

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