



HAPLO

Terms & Conditions



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Haplo Services Ltd provides Haplo Research Manager, a hosted information management service, available to customers on payment of a subscription. Haplo Services Ltd provides support and consultancy services as described on their website www.haplo-services.com

By creating or using a Haplo account you agree to be bound by the terms and conditions contained in the Agreement set out below:

THE AGREEMENT is made between (the 'Customer') and Haplo Services Ltd (whose registered office is at Unit C, 1st floor, Emperor House, Dragonfly Place, London SE4 2FL, registration number 6533017) (the 'Supplier').

THE CUSTOMER and THE SUPPLIER AGREE as follows:

1. DEFINITIONS & INTERPRETATION

In this Agreement:

"Archive" means a copy of the entire data stored by the Customer using the Services in computer readable form;

"Charges" means the charges to be paid by the Customer for the Services in accordance with Clause 3;

"Content" means all text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the Services by the Customer;

"Downtime" means any service interruption within the systems under the Supplier's control or the immediate link to the public Internet from the Supplier's systems;

"IP Rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, in each case whether registrable or not in any country;

"Service" means the services provided to the Customer by the Supplier.

2. CUSTOMER OBLIGATIONS

2.1. The Customer is responsible for all Content supplied to and stored with the Supplier and for all transmissions of Content by the Customer to the Supplier, including provision of all necessary equipment as necessary to access the World Wide Web and payment of all related fees.

2.2. The Customer agrees that user accounts will be for the sole use of named individual users and not shared between users nor will the Customer share access to its Content with any third party except with the prior written consent (and payment of any appropriate fees) to the Supplier.

2.3. The Customer warrants that it owns or has all necessary intellectual property rights with respect to all Content submitted to and stored with the Supplier and that any personal data has been created or acquired in accordance with all relevant national and EU data protection laws and regulations.

2.4. The Customer shall not store or distribute through the Service any material or other information that:

2.4.1. infringes any intellectual property rights;

2.4.2. is in breach of any law, statute, or regulation;

2.4.3. is defamatory, unlawfully threatening or harassing;

2.4.4. is obscene, pornographic or indecent;

2.4.5. contains any virus or other program intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information.

- 2.5. The Customer agrees not to send unsolicited email (spam) via the Service.
- 2.6. The Customer acknowledges that he has no right, title or interest in the web address (hostname or domain name) allocated to him, and that the same is allocated as part of the Service and is not portable or otherwise transferable by the Customer in any manner whatsoever. The Customer will not use the web address in any way which would imply ownership of the address or domain name. Notwithstanding the foregoing, the Customer shall retain all right, title and interest in any domain name which it provides to the Supplier for use in the provision of the Services.
- 2.7. The Customer grants to the Supplier a non-exclusive, royalty-free license, during the term of this Agreement, to use, store and maintain the Content on a server for the purposes of providing the Services. The Supplier's use of the Content for the purposes of this license shall include (without limitation) the matters set out in Schedule 4. The Supplier may make such copies as may be necessary to perform its obligations under this Agreement, including back up copies of the Content. Upon the termination of this Agreement, the Supplier will have the right to delete all Content 60 days after the date of termination, or at the end of the procedure detailed in clause 9.5, whichever is later. The supplier will provide written confirmation to the client upon completion of the deletion process.
- 2.8. It is acknowledged that the terms of this Agreement and the Charges shall be commercially sensitive information for the purposes of the Freedom of Information Act 2000 and that disclosure of the terms of the Agreement and/or the Charges shall be likely to prejudice the commercial interests of the Supplier. If the Customer nevertheless intends to disclose such information, it shall first give the Supplier not less than 14 days' written notice of proposed disclosure and shall consider and take into account any and all representations made by the Supplier.

3. CHARGES AND PAYMENT

- 3.1. The Customer shall pay the Charges to the Supplier according to the Terms of Payment and Charges that are current from time to time.
- 3.2. Payment is to be made by bank transfer unless otherwise agreed by the Supplier.
- 3.3. The Customer is responsible for ensuring that all Charges are paid by the due date which shall be 30 days from the date of a properly presented invoice.
- 3.4. The Charges exclude VAT, which shall be paid by the Customer at the current rate on the date of invoice.
- 3.5. Additional services not included within the scope of the Service shall be charged in accordance with the pricing schedule, and the Customer shall make payment in accordance with clause 3. The provision of and the charging for any and all Additional Services is subject to the prior written approval of the Customer.
- 3.6. The Supplier reserves the right to charge the Customer interest on any overdue payment at the rate payable pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until the date of receipt of payment.
- 3.7. Without prejudice to the Supplier's other rights, the Supplier shall be entitled to withdraw the Service as follows: if the Customer has not paid any amount due by two weeks after the due date, their Content will only be accessible on a read-only basis until the Charge has been paid. If the Customer has not paid the Charge two months after the due date for the Charge, their system will be archived and only accessible on payment of a release fee of £250.

4. SERVICE LEVELS

- 4.1. The Supplier will use reasonable endeavours to ensure availability of the Service 24 hours a day, 365 days a year. Where the Service does not meet the Availability target, excluding for Planned maintenance, for reasons attributable to the Supplier, the Customer's account will be credited with a refund in line with the published Reimbursement rate for the Downtime during which the Service was unavailable.

Availability target	
Service availability (not including planned maintenance)	99.5%
Planned maintenance	Up to 1 hour per month

Availability (% of calendar month)	Reimbursement rate (% of monthly Charges)	Maximum Downtime (hours per calendar month)
99.5% and above	0	3.6
99% - 99.49%	5	7.2
95% - 98.9%	10	36
90% - 94.9%	15	72
less than 90%	20	More than 72 hours

- 4.2. When the Downtime is a result of Planned maintenance by the Supplier, the Downtime is not to be included in calculations of any refund.
- 4.3. The Supplier will notify the Customer by email at least 5 working days in advance of scheduled Downtime required for Planned maintenance which is expected to exceed 30 seconds or take place within normal UK business hours. Where Planned maintenance is not expected to exceed 30 seconds Downtime, it will occur at the times listed in the Planned maintenance schedule.

Planned maintenance schedule for maintenance not exceeding 30 seconds	
Monday - Friday, excluding UK Bank Holidays	8am, 7pm (UK local time)
Saturday - Sunday, and UK Bank Holidays	All day

- 4.4. The Supplier shall notify the Customer of any report of non-scheduled Downtime, and investigate and remedy it using suitably qualified personnel in line with the published Response and fix time targets.
- 4.5. The Customer can report problems by emailing client.support@haplo-services.com
- 4.6. In the case of any incidents not being resolved to the Customers' satisfaction, the Customer may escalate the problem to the Technical Director, and if still unresolved after 7 days to the Managing Director.
- 4.7. For the purposes of this clause, "Response" shall mean the Supplier's acknowledgement of the Customer's notification.

Response and fix time targets				
Severity	Core service hours		Non-core service hours	
	Response	Fix	Response	Fix
<p>1. Critical</p> <p>The problem severely impacts your use of the software in a production environment (such as loss of data or your production systems not functioning.) The situation halts your business operations and no procedural workaround exists.</p>	1 hour	Continuous effort	2 hours	Continuous effort
<p>2. High</p> <p>The software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.</p>	2 hours	1 business day	2 core service hours	1 business day
<p>3. Medium</p> <p>The problem involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, where the situation is causing your project to no longer continue or migrate into production.</p>	4 hours	4 business days or as agreed	4 core service hours	4 business days or as agreed
<p>4. Low</p> <p>A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround.</p>	6 hours	8 days or as agreed subject to product roadmap schedule	6 core service hours	8 days or as agreed subject to product roadmap schedule

Service hours		
Service	Days	Time
Core service hours	Monday - Friday (excluding UK Bank Holidays)	09.00 - 17.30 (UK local time)
Non-core service hours	Monday - Friday Saturday - Sunday UK Bank Holidays	17.31 - 08.59 All day All day

- 4.8. The Customer acknowledges that the Supplier is not responsible for any failure of the Customer’s internet connection, for any deficiency in the Customer’s equipment or for any other reason beyond the control of the Supplier that restricts or prevents the Customer’s ability to use the Service and no such failure shall entitle the Customer to any refund.
- 4.9. The Supplier reserves the right to effect improvements and enhancements to the design, operations, specifications and other functions of the Service without prior notice.
- 4.10.If the Customer chooses to use the Desktop software supplied by the Supplier, the Customer is responsible for keeping it up to date by authorising any upgrades when prompted automatically by the software.
- 4.11.The Customer is responsible for keeping their browser and virus protection up to date.
- 4.12.The Customer acknowledges that if he chooses to use a browser which is not on the supported browser list, then he may be unable to access some functionality.
- 4.13.The Supplier shall follow its backup procedures for Customer Data as described in Schedule 1.
- 4.14.When requested or on a schedule set by the Customer, the Supplier shall follow its archive procedures for Customer Data as described in Schedule 2.
- 4.15.To the extent within the reasonable control of the Supplier, all Content and data supplied by the Customer in relation to the Service shall be processed and stored in the UK. It is however acknowledged that the Supplier has no control over the routing of internet transmissions.
- 4.16.The Supplier shall not store the Content and other data uploaded by the Customer by means of the Service other than at one or more of the data centres listed in Schedule 3, unless the Supplier has notified the Customer at least one month prior to the change of data centre, and the data centre is in the UK.
- 4.17.The Supplier shall use its reasonable commercial endeavours to modify the Services in line with statutory changes required, to data, presentation and/or processing, through regulatory bodies recognised by UK Universities, including, but not limited to, HEFCE/HEFCW, the Research Excellence Framework, the UK Government, and the governments of Wales, Scotland and Northern Ireland.

5. ACCESS & SECURITY

- 5.1. The Supplier will permit access for the Customer to the Customer’s Content online through the use of a user name and password for each permitted user, each of which will be decided by the Customer. The Customer agrees to use secure passwords to access their system and to ensure the passwords are kept confidential.
- 5.2. The Customer acknowledges that the security of the system depends on the security of their email accounts and internal systems and shall be responsible for any breach of security of such accounts and systems except to the extent caused by the acts or omissions of the Supplier.
- 5.3. The Customer agrees to ensure that users of the Service reset their passwords whenever a breach of confidentiality over a password is suspected.
- 5.4. For the avoidance of doubt, the Supplier does not monitor, and will have no liability for the contents of, any data stored or communications transmitted by virtue of the Services.

- 5.5. For the purposes of answering support queries and when explicitly authorised by the Customer, employees of the Supplier may view the Customer's Content and data.
- 5.6. The Supplier may analyse usage and data stored via the Service to provide usage metrics and ensure the efficient running of the Service.
- 5.7. If the system sends an email to an address supplied by the Customer, and this email bounces, the Supplier may automatically block sending of further emails to that address. For the avoidance of doubt, this includes the email addresses used to access the user accounts.
- 5.8. The Supplier shall take all reasonable technical measures to ensure that the Service has the degree of security appropriate to the Content and data transmitted, including (without limitation) an appropriate level of encryption for all Content and data transmitted electronically by the Supplier or the Customer pursuant to the Service and for Content or data supplied on physical media by the Supplier.

6. DISCLAIMERS

- 6.1. The Services are provided to the Customer "as is" and "as available" and could contain defects, faults, mistakes and other deficiencies, provided that this disclaimer shall in no way affect the Customer's right to recover refunds of the Charge pursuant to clause 5.
- 6.2. The Customer acknowledges that security of Content accessible via the internet cannot be guaranteed and, in consequence, the Customer will not have any claim against the Supplier for any unauthorised access unless this is proved to be attributable to a breach of this Agreement, fraud or willful default on the part of the Supplier.
- 6.3. The Customer is responsible for any and all activities of the Customer or anyone allowed by the Customer to use their Service account. Any material the Customer or anyone else accesses or obtains using the Services is entirely at the Customer's risk.
- 6.4. The Customer is responsible for ensuring that their internet connections, computer unit and telephone service are compatible with the Services and for any damage that may be caused to such items by anything they access or obtain using them. The Supplier shall not be liable for any losses suffered by the Customer as a result of any such incompatibility or damage. The Customer is also responsible for paying any and all charges in relation to their internet connection, computer unit and telephone service.
- 6.5. The Customer is solely responsible for ensuring that all Content uploaded by the Customer and those for whom the Customer is responsible is lawfully used or uploaded by the Customer and those for whom the Customer is responsible.

7. WARRANTIES

- 7.1. The Supplier warrants to the Customer that the Service provided to the Customer by the Supplier shall be provided with reasonable skill and care.
- 7.2. Save as expressly set out in this Agreement all representations, warranties, terms and conditions whether oral or written, express or implied by law, custom, statute or otherwise and including but not limited to satisfactory quality or fitness for any particular purpose are excluded. In particular and without prejudice to that generality, whilst the Supplier shall take reasonable care to avoid passing on any viruses or introducing them to the Customer, the Supplier shall not be liable to the Customer as a result of any virus or other harmful program introduced or passed on to him.

8. LIABILITY

- 8.1. Under no circumstances shall the Supplier be liable (whether in contract, tort (including negligence) or statutory duty) for any loss of business, loss of opportunity, loss of contracts, loss of reputation or goodwill, business

interruption or loss or corruption of any data or Content, or any other indirect or consequential loss or damage, whether reasonably foreseeable or not, and whether such loss or damage is suffered by the Customer, any of its employees or any third party having a commercial relationship with the Customer.

- 8.2. The total liability of the Supplier to the Customer for any breach of this Agreement or in relation to the Service by the Supplier shall under no circumstances exceed an amount equal to £10,000 or the Charges payable by the Customer to the Supplier in the 12 months prior to the breach, whichever is less.
- 8.3. Nothing in this Agreement shall exclude or limit the liability of the Supplier for fraud or for death or personal injury resulting from the negligence of the Supplier or its employees or agents.
- 8.4. The Customer will indemnify the Supplier against any claims, losses, expenses and liabilities arising out of, or in connection with the Content and the use of the Service by the Customer.

9. TERMINATION

- 9.1. This Agreement shall commence on the date the Customer account is created and shall continue thereafter until 30 days' written notice of termination is given by the Customer or 6 months written notice is given by the Supplier, unless terminated earlier pursuant to clause 9.2.
- 9.2. The Supplier shall be entitled to terminate the Service and cancel access for the Customer if the Customer:
 - 9.2.1. fails to pay any Charges or other fees or expenses owing to the Supplier within 30 days of the due date; or
 - 9.2.2. becomes insolvent or has a trustee in bankruptcy, receiver, administrative receiver or liquidator appointed or any similar event occurs in any jurisdiction; or
 - 9.2.3. is in breach of any of the terms of this Agreement.
- 9.3. The Supplier will be entitled to terminate the Customer's access rights to the Services on expiry of the notice of termination and will have no other obligation or liability to the Customer except as stated in this Agreement.
- 9.4. Termination of this Agreement for whatever reason shall not affect:
 - 9.4.1. the accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination; or
 - 9.4.2. provisions expressed to survive this agreement, which shall remain in full force and effect.
- 9.5. On the termination of this Agreement for any reason the Customer may request the Supplier to provide an Archive of the data stored in the system at the point of termination. The Supplier may charge for the Archive service at the Supplier's prices for such services current at that date.
- 9.6. The Customer must request the Archive within 60 days after termination of this Agreement.
- 9.7. The Supplier must deliver the Archive to the Customer or the Customer's nominee within 14 days of the request from the Customer.
- 9.8. If the Customer has requested an Archive under clause 9.5, the Supplier shall not delete the Customer's data until the Customer has accepted the Archive. The Customer shall be deemed to have accepted the Archive on the expiry of 60 days after delivery of the Archive to the Customer or his nominee as provided for in this Agreement or on notice of acceptance to the Supplier whichever is the earlier. Upon acceptance of the Archive, or upon receiving written notification from the Customer, the Supplier will securely delete all of the Customer's data remaining within the system and back-up system.

10. FORCE MAJEURE

- 10.1. An "event of force majeure" means, in relation to either party, an event or circumstance beyond the reasonable control of that party including (without limitation) any act of God, inclement weather, failure or shortage of power supplies, flood, lightning or fire, strike, lock-out or trade dispute or labour disturbance, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other

competent authority, the act or omission of any internet service provider, military operations, act of terrorism or riot, delay or failure in manufacture, production or supply by third parties of equipment or services. A party affected by an event of force majeure must notify the other as soon as reasonably practicable.

10.2. Neither party shall be liable to the other party for any delay or failure to perform any of its obligations under this Agreement to the extent that it is prevented by an event of force majeure and the party shall be entitled to a reasonable extension of time for performance of its obligations after notifying the other party in writing of the nature and extent of such event. If an event of force majeure continues for a period of more than 60 days, either party may terminate this agreement by written notice to the other party.

11. CONFIDENTIALITY

11.1. Each party shall keep confidential any information it receives from the other party that may reasonably be supposed to be confidential, including, without limitation, information contained in the Content supplied by the Customer to the Supplier and information concerning the Service or the Supplier's business supplied by the Supplier to the Customer. Neither party shall without the other's prior written consent use such information except for the purposes of this Agreement or disclose such information to any person other than to their own employees or agents who have a need to know the information and after obtaining an appropriate confidentiality undertaking from any such person.

11.2. Clause 11.1 shall not apply to information that is lawfully known to the recipient at the time of disclosure or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is required to be disclosed to the police, any regulatory body or a court of competent jurisdiction.

11.3. The confidentiality terms in this clause 11 shall remain in full force and effect during the term of this Agreement and following the termination of this Agreement.

12. DATA PROTECTION

In this clause, the following terms shall have the following meanings:

"Data Controller" has the meaning set out in section 1(1) of the Data Protection Act 1998.

"Data Processor" as the meaning set out in section 1(1) of the Data Protection Act 1998.

"Data Subject" an individual who is the subject of Personal Data.

"Personal Data" has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which the Supplier is providing the Service.

"Processing" and "process" have the meaning set out in section 1(1) of the Data Protection Act 1998.

12.1. The Customer and the Supplier acknowledge that for the purposes of the Data Protection Act 1998, the Customer is the Data Controller and the Supplier is the Data Processor in respect of Personal Data.

12.2. The Supplier shall process the Personal Data only in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by the Customer.

12.3. The Supplier shall take reasonable steps to ensure the reliability of all of its employees who have access to the Personal Data.

12.4. Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

12.5. The Supplier warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

12.5.1. take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal

Data to ensure a level of security appropriate to:

- a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- b) the nature of the data to be protected.

12.5.2. take reasonable steps to ensure compliance with those measures.

12.6. The Customer warrants that the Supplier shall be entitled to use the Personal Data for the purposes of the Service.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. As between the Customer and the Supplier, the Customer shall own any and all IP Rights in: (i) the Content and (ii) any other data uploaded by the Customer pursuant to the Service, and the Customer hereby licenses such IP Rights to the Supplier to the extent necessary for the Supplier to provide the Service.

13.2. As between the Customer and the Supplier, the Supplier shall own any and all IP Rights in or relating to the Service, which shall include (without limitation) the IP Rights relating to the software platform on which the Service is provided (including plugins), any and all email addresses, domain names or branding, and any user documentation or manuals, and the Supplier hereby licenses such IP Rights to the Customer to the extent necessary for full enjoyment of the Service.

14. GENERAL

14.1. Assignment. Neither the Supplier nor the Customer shall assign, transfer or sub-contract any of its rights or obligations and interests in this Agreement without the prior written consent of the other party.

14.2. Notices. Any notice to be given by either party to the other may be sent by either e-mail, or recorded delivery to the most recent postal address notified to the other party. If sent by e-mail a notice shall be deemed to be served on receipt of an error free transmission report, unless this is outside the normal working hours of the recipient, in which case it shall be treated as served on the next working day. Notice sent by recorded delivery shall be deemed to be served 2 working days following the date of posting.

14.3. In the case of email, each party will designate one email address for the sending and receipt of notices under this Agreement and each party will retain and produce to the other upon request evidence showing that its service provider has confirmed that each email notice it sends has been received.

14.4. Waiver. The waiver by the Supplier of a breach by the Customer in the performance of its obligations under this Agreement shall not constitute a waiver of any default nor shall failure to complain of any default constitute a waiver of that default by the Supplier.

14.5. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all previous agreements, representations, correspondence and understandings between them.

14.6. Invalidity. If any provision of this Agreement is held to be void or declared illegal, invalid or unenforceable for any reason, it shall be deemed deleted and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this Agreement, the parties shall negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

14.7. Third Party Rights. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement shall have any rights under it.

15. GOVERNING LAW AND DISPUTES

15.1. This Agreement shall be governed by and construed in accordance with English law.

15.2.The parties will endeavour to settle any dispute that arises by good faith direct negotiation but if direct negotiation does not result in a resolution of the dispute, either Party may require that it be referred to mediation in accordance with the CEDR (Centre for Effective Dispute Resolution) Mediation Rules.

15.3.Any dispute that is not settled by direct negotiation or by mediation within 45 days of a reference to mediation (or any longer period agreed by the parties) will be finally determined by the courts of England.

Signed for and on behalf of

Signed for and on behalf of Haplo Services Ltd

Sign _____

Sign _____

Name _____

Name _____

Date _____

Date _____



Schedule 1 - Backup Procedures

Frequency

All customer data is replicated to a backup server at agreed intervals. The backup server is capable of providing service within 2 minutes of a system administrator issuing the command to fail over to the backup site.

Location

The backup are stored in a secondary data centre outside London. This data centre matches the level of physical security at the primary data centre, including 24/7 security personnel.

Transfer and security

The live and backup servers mutually authenticate using strong cryptography. Data is transferred over encrypted connections between data centres using the public Internet.

Backup verification

To verify the backup system is working as designed, test restores are made on a regular basis to test the ability of the system to restore a backup, using Customer data chosen at random.

Historical records

30 days of complete backups are kept. Daily snapshots are taken and retained for 14 days. One in 5 daily snapshots is retained for 90 days. Backups older than 90 days are deleted.

Optional near-line backups

For additional fees, a monthly near-line backup can be made by encrypting all data, and storing the encrypted backups at a mutually acceptable "cloud storage" provider. These backups do not need to be deleted, except to manage storage charges.

Schedule 2 - Archive Procedures

Intended use of archives

Archives are used to enable the Customer to:

- Maintain their own backup independently of Haplo Services
- Migrate the data to another service on termination of the Agreement.

The Archive service is different to the Backup service described in Schedule 1. The backup procedures provide a regular offsite copy of the client's data which can only be used to restore the data to the Haplo system. The backups are not accessible to the Customer.

The archive service is intended as a one-off or less regular service where the data can be used independently of the Haplo Service. The archived data is kept by the Customer.

Archive contents

The archive contains a copy of all customer data stored on the Haplo servers in a format which can be restored into a running instance of the open source Haplo Platform, available from <http://haplo.org>

The archive is stored on our choice of writable DVD, USB memory stick, or USB hard disc depending on the volume of data, formatted to be readable on the current version of Microsoft Windows. The archive can be provided in an encrypted format if requested.

Archive procedure

An archive will be performed within a two week window, to allow archive operations from multiple customers to be performed in a batch.

All data in transit is encrypted. This applies to transfers over the public Internet and intermediate transfers on portable media. If the customer requests an unencrypted archive, then any unencrypted data, for example, the final unencrypted media, remains with Haplo Services staff until it is picked up by a secure courier for delivery to the Customer.

Cost of archive

A charge is made for each archive operation. For archives requested not more than annually, the fee is,

Up to 50 GB £250

51 GB to 100 GB £500

101 GB to 500 GB £750

Over 500 GB £1000

The Customer is responsible for the additional secure courier fees.

Changes in archive procedure

The archive procedure may be changed for efficiency and operational reasons. Customers will be given revised archive procedures no later than 30 days before the changes come into effect.

Schedule 3 - Data centre address

Schedule 4 - Permitted uses

The use of the Content by the Supplier shall include the following:

- To respond to requests made by authorised users;
- To perform necessary background tasks to provide the Service;
- To perform processing analysis only for the purpose of improving the Service;
- To store on multiple devices and mediums (including backups);
- To display data in web browser to authorised users for download by authorised users;
- To transfer between our servers;
- To index the content of files and other data to enable search;
- To render thumbnail representations of file contents;
- To process, merge, change format of the file in response to requests by users;
- For periodic automated processes to verify integrity of data;
- For analysis for reporting and optimisation of service;
- To manage copies on authorised user's computers; and
- To use data in workflow and other features.