

# STANDARD TERMS AND CONDITIONS FOR DEDICATED AND COLOCATED INTERNET

## 1 DEFINITIONS

- 1.1 In these terms the following words and expressions shall have the following meanings:
- "Hosting UK" means Easyspace Limited doing business as Hosting UK, Company Registration No. 3405586 in England.
  - "Agreement" means the contract made between you and us, which incorporates these terms and conditions and any documents referred to herein.
  - "Apparatus" means any apparatus which is owned or leased by you and located at the service location and which you use in conjunction with the service;
  - "Billing Period" means each period as specified on the front cover of the Agreement from the Service Commencement Date;
  - "Customer Assistance" means the Customer Assistance telephone help desk, Tel. 01745 586070.
  - "Holding Company" and "Subsidiary" means as defined by Sections 736 and 736A of the Companies Act 1985;
  - "Initial Charges" means the charges payable by you in connection with the service as set out in the order details or as otherwise agreed;
  - "Initial Period" means the period as specified on the front cover of the Agreement from the Service Commencement Date;
  - "Internet" means a network of interconnected e-communications and computer systems connected by Internet Protocol Numbers;
  - "IP address" means a unique address for routing information on the Internet;
  - "Hosting UK associated company" is any ultimate holding company or any subsidiary of Easyspace Ltd or Iomart plc or such holding company;
  - "Network" means the telecommunication system(s) used by us for the provision of the service;
  - "Recurring Charges" means the recurring charges payable in connection with the service as set out in the order details;
  - "Service Commencement Date" means the date on which the service is installed at the service location;
  - "Service Equipment" means equipment and apparatus, including but without limitation, any multiplexer, telecommunication apparatus, computer hardware, communication channel, routers or software embodied therein, to be installed at the service location by us in order to make available the service to you;
  - "Service Location" means the location where the service is to be provided;
  - "Service" means any/all Service Equipment and services provided by us as specified on page one of this Agreement or any agreed amendment thereto;
  - "Service Level" means guarantee of service for Internet connectivity and Hosting UK supplied and "managed" equipment as shown in the order details of this Agreement only.
  - "the Act" means the Telecommunications Act 1984 as amended or modified from time to time;
  - "we" or "us" or "our" means Hosting UK, "you" the Customer entering into this Agreement.
- 1.2 In these terms any undertaking by you not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.
- 1.3 In these terms the expressions "you" and "we" shall include you and our respective successors and permitted assigns and our and your respective employees and agents.

## 2 FORM OF CONTRACT

- 2.1 The following are the only terms and conditions on which we supply the services and all offers, quotations, orders, acknowledgements of orders and every contract for the provision by us and the purchase by you of the services shall be subject to these terms and conditions.
- 2.2 Your order for services from us shall be deemed to be an offer by you to buy the services subject to these conditions.
- 2.3 No variation to these terms and conditions shall bind us, unless the same is agreed in writing signed by our authorised representative on our behalf and by you or your authorised representative on your behalf.
- 2.4 No representation made by any of our employees or agents concerning any services shall bind us unless the same is confirmed in writing signed by our authorised representative.
- 2.5 No order will result in a binding contract of sale unless and until we have accepted it in writing signed by our authorised representative.

## 3 DURATION

- 3.1 Unless otherwise stipulated, the Agreement shall commence on the Service Commencement Date and shall continue subject to these terms for the Initial Period and thereafter for the further period of twelve months until terminated by either party giving the other not less than three clear billing months' prior written notice to expire at the end of the Initial Period or any subsequent renewal term.

## 4 PROVISION AND USE OF SERVICE

- 4.1 We shall provide the service from the Service Commencement Date.
- 4.2 You shall only use the service in accordance with these conditions or such amendment thereto as we may notify you in writing from time to time.
- 4.3 You acknowledge that we are unable to exercise control over the content of material transmitted or received using the service.
- 4.4 You shall not use the service:
- for the transmission of any material which is of a defamatory, offensive or abusive nature or of an obscene or menacing character; or
  - to violate or infringe any third party's rights.
- 4.5 You shall hold us harmless from and indemnify and keep us indemnified against all liabilities, claims, damages, losses, costs and proceedings that we may suffer or incur howsoever arising from or in any way connected with your use of the service.
- 4.6 You shall ensure that all claims conform to the relevant standard or approval and comply with the conditions of such standard or approval.
- 4.7 We may disconnect any apparatus if you do not fulfil your obligations to obtain approvals and licences under the Agreement or if, in our reasonable opinion, it is liable to impair the quality of any telecommunication service provided by means of our network.
- 4.8 In any given month we guarantee a service level of 100% Internet availability.

## 5 PROVISION OF INFORMATION

- 5.1 You will promptly provide us (free of charge) with all information and co-operation, which we may reasonably require from time to time to enable us to proceed uninterrupted with the performance of our obligations under the Agreement.
- 5.2 You will inform us promptly of any change of address, telephone numbers or any other details, which you originally provided to us.
- 5.3 You shall ensure that all requests for assistance are only made to our Customer Assistance Tel. 01745 586070 9.00am to 5.30pm Monday to Friday or 01745 586090 at other times.

## 6 CHARGES

- 6.1 In consideration of the provision of the service you shall pay to us:
- Initial charges
  - Recurring charges
  - Domain Name charges
- 6.2 Hosting UK retain ownership of all Domains advertised by Hosting UK, until the service is paid for by the customer, all as specified in the order details.
- 6.3 Initial charges shall be payable before the Service Commencement Date.
- 6.4 Recurring charges shall be payable monthly in advance: the first payment shall be due on the Service Commencement Date, and subsequent payments at the beginning of each billing period.
- 6.5 Except for any software supplied under Service Provider Licensing the price for service is fixed for one year from the Service Commencement Date. We shall be entitled to increase or decrease the recurring charges at any time thereafter. We shall give you at least one month's prior written notice of any increase.
- 6.6 Service Provider Software Licensing. Where Hosting UK provides software via a rental model using Service Provider Licensing Agreements, we reserve the right to pass on to you any price increase imposed by the relevant Software Provider where the software provided is solely used for the provision of the Services to you. Hosting UK will give you advance written notice of any such increase, together with any equivalent price increase notice received from the supplier concerned
- 6.7 The time for payment shall be of the essence.
- 6.8 No payment shall be deemed to have been received until we have received cleared funds.
- 6.9 Power Cost Increases. From time to time our suppliers increase their charges to us. Whilst we will do everything in our power to protect you from these increases by hedging our rates for exchange (USD to GBP for example) we will sometimes be forced to pass on these charges onto our customers. We will notify you of any increases 30 days prior to payment via email.

## 7 PAYMENT

- 7.1 Payment of all sums due under the Agreement shall be made within 15 days of the date of relevant invoice. If you fail to make payment when due and payable and written notice has been served but not remedied within 14 working days all sums due under all Agreements between us are payable on demand.
- 7.2 Payment of all sums due under the Agreement shall be made by direct debit (on completion of an appropriate mandate), cheque or such other method as we may reasonably specify from time to time and payment of all such sums shall be made in full (without any set-off, deduction or withholding whatsoever).
- 7.3 Without prejudice to our other rights, we reserve the right to charge daily interest on all outstanding amounts from the due date until payment is received in full at the rate equal to 4% per annum above the HSBC Bank plc base lending rate as current from time to time whether before or after judgement. Interest shall continue to accrue notwithstanding termination of the Agreement for any cause whatsoever. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.4 Charges are exclusive of Value Added Tax and any other taxes applicable from time to time, which you shall pay.

## 8 CANCELLATION

- 8.1 The Agreement may not be cancelled or varied by you without our prior written consent signed by our authorised representative. Such consent will be unreasonably withheld.
- 8.2 In the event of your giving consent you will thereupon be immediately liable to pay us in the case of cancellation, a fee equal to the sum of the price payable pro rata for the unexpired term of the service under clause 6 above and such amounts as may be necessary to indemnify us from and against any and all expenses and other losses arising out of, and all charges incurred by us in connection with, the cancellation or variation.

## 9 TERMINATION

- 9.1 Without prejudice to our other rights, we may terminate the Agreement on giving written notice to you, taking immediate effect, if:
- an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against you or if a receiver or trustee is appointed of your estate, or (you being a company) a voluntary arrangement is approved or an administration order is made; a receiver is appointed in respect of any of your assets or undertaking or a resolution or petition to wind you up is passed or presented (otherwise than for the purpose of reconstruction or amalgamation) or if any circumstances arise which entitle a court or a creditor to appoint a receiver, administrator or to present a winding up petition or make a winding up order;
  - you fail to make any payment when it is due under the Agreement or any other Agreements made between you and us; or
  - you default in due performance or observance of any material obligation under the Agreement and (in case of a remediable breach) fail to remedy the breach within such reasonable time as we specify; or
  - you provide us with false or misleading information for the purposes of obtaining the service; or
  - we have reasonable grounds to suspect fraud or misconduct in connection with your use of the service or by any other third party whatsoever, with or without your knowledge or approval; or
  - We are directed by Director General of OFTEL or other competent authority to cease to provide or allow the provision of the service or any part of the service; or
  - you are in breach of clause 15 below.
- 9.2 Without prejudice to your other rights, you may terminate this Agreement on giving written notice to us, taking immediate effect, if we are in breach of a material obligation under the Agreement and fail to remedy the breach within 30 days after receipt of a written notice giving full particulars of the breach and 30 days to remedy to avoid termination.

## 10 CONSEQUENCES OF TERMINATION

- 10.1 If the agreement is terminated by us pursuant to our rights under clause 9 you shall pay all charges in respect of the agreement, up to the date of termination.
- 10.2 Upon termination of the agreement for any reason you shall forthwith disconnect and cease to use the service.

## 11 TITLE TO SERVICE EQUIPMENT

- 11.1 For so long as you remain in possession of any service equipment whilst title thereto remains with us:

- you shall be fiduciary agent and bailee of such service equipment for us;
- you shall mark the service equipment so that it is identifiable as our property;
- you hereby grant us an irrevocable right and licence to enter upon any part of your premises to repossess the service equipment;
- you shall insure such service equipment with a reputable insurance company and hold the proceeds of any claim upon trust for us to settle outstanding payments; and
- whilst title to the service equipment shall remain vested in us you shall not either pledge or in any other way charge by way of security for any indebtedness any of such service equipment and shall ensure that service equipment does not become subject to any charge, lien or other encumbrance.

## 12 SUSPENSION OF THE SERVICE

- 12.1 We may at our own discretion suspend immediately the provision of the service until further notice on notifying you either orally (confirming such notice in writing) or in writing if:
- we are entitled to terminate the agreement; or
  - we are instructed or requested to do so by Government or other competent authority.
- 12.2 Any suspension of service shall not exclude our right subsequently to terminate the Agreement.

## 13 RECONNECTION OF SERVICE

- 13.1 If we suspend service as a result of your breach, fault or omission and we subsequently agree to reconnect the service; you shall reimburse us for all reasonable costs and expenses incurred in suspending and recommending provision of the service. There shall be a reconnection administration fee of £50 payable by you at our discretion prior to reconnection.
- 13.2 If any sum payable under this Agreement is still outstanding 14 days after the service of written notice to you requiring, you to pay all outstanding sums in full we may in our absolute discretion suspend the service.
- 13.3 If we still do not hear from you within 14 days of the written notice referred to in condition 12.1 we may in our absolute discretion:
- disconnect the service;
  - terminate the agreement;
  - delete any data held on either the apparatus or service equipment (including third party data and you shall indemnify us against all claims, liabilities, costs expenses, damages or losses incurred by us and arising from such deletion);
  - charge you a daily rate for storage of any apparatus;
  - sell some or all of your equipment for the best price reasonably available (and pass good title to the buyer);
  - discharge any outstanding sums due to us and to cover the costs of sale but if the proceeds of sale are insufficient to discharge your outstanding sums due to us then you will remain liable for the balance and we may take action to recover the outstanding amounts (we will pay you the balance, if any, still remaining); and
  - grant any apparatus not sold in accordance with condition 13.3(f) as abandoned and destroy or otherwise dispose of it.

## 14 ALLOCATION AND USE OF ADDRESSES

- 14.1 Where we allocate IP addresses to you they are for your use for the duration of this Agreement and do not belong to you. You accept that you do not and will not acquire any rights whatsoever in such IP addresses and they shall revert to us on termination.
- 14.2 We shall be entitled, for commercial, operational or technical reasons or to comply with an obligation imposed on us, to withdraw or change any IP addresses allocated to you provided that we give to you reasonable notice.
- 14.3 Standard allocation is eight IP addresses for leased lines and three for Hosted Server, unless a detailed request for more is received in the form of a fully completed Network Policy Document.

## 15 CONFIDENTIALITY OF CUSTOMER INFORMATION

- 15.1 All information obtained by us from you which belongs to you and is of a confidential nature will be dealt with by us in a confidential and proper manner.
- 15.2 You undertake that you will keep, at all times, confidential any information concerning our business (including the technology used) which may come within your knowledge during the life of the Agreement.

## 16 WARRANTY/LIMITATION OF LIABILITY

- 16.1 The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
- any breach of these conditions;
  - any use made by you of any of the service;
  - the content of any information placed by you onto the apparatus or service equipment;
  - the failure of or any problem experience by you in the operation of the service;
  - any representation, statement or tortious act or omission including negligence arising under or in connection with the agreement.
- 16.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the agreement save that where you are a consumer rather than a business no provision of this clause 13 or these conditions shall affect your rights as a consumer.
- 16.3 Nothing in these conditions excludes or limits our liability:
- for death or personal injury caused by our negligence; or
  - for any matter which it would be illegal for us to exclude or attempt to exclude its liability; or
  - for fraud or fraudulent misrepresentation.
- 16.4 Our aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise howsoever arising out of or in connection with the performance of our obligations under the agreement shall be limited to the annual charge for service in respect of any incident, or any series of incidents arising from a common cause as in any twelve month period.
- 16.5 You shall indemnify us against all claims for personal injury, loss or damage to property brought against us by third parties arising from the presence of service equipment at the service location unless such loss or damage is solely attributed to the negligence of us, our employees or our agents.
- 16.6 The provisions of this clause 16 shall continue to apply notwithstanding the termination or expiry of the agreement.
- 16.7 Each provision of this clause 16 is to be construed as a separate limitation applying and surviving even for any reason one or other of the said provisions is held inapplicable or unreasonable.

## 17 NOTICES

- 17.1 Any notices to be given under the agreement shall, unless otherwise expressly stated, be in writing and shall be given by sending the same by first class post or by facsimile transmission to the party's address stipulated in the agreement or such other address as may be designated in writing from time to time or if no such address is stipulated or designated then to the registered office or other usual business address of that party.
- 17.2 Any notice sent by first class post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered seven days after its dispatch.
- 17.3 Any notice given by facsimile transmission shall be deemed to have been delivered on the next working day following transmission subject to receipt of the appropriate confirmation of transmission.

## 18 ASSIGNMENT/SUBCONTRACTING

- 18.1 You shall not assign or delegate or otherwise deal with any of your rights and obligations under the agreement without our prior written consent, such consent not to be unreasonably withheld.
- 18.2 We shall have the right to assign or otherwise delegate all or any of our rights and obligations under the agreement to an associated company or other person upon serving written notice on you.
- 18.3 We may use subcontractors to install and maintain service equipment.

## 19 FORCE MAJEURE

- 19.1 Neither party shall be liable for any loss or damage, which may be suffered due to, including, without limitation, any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act of omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, the obstruction of a third party of line of sight between microwave installers, war, military operations, acts of terrorism or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the service equipment.
- 19.2 Should any such event occur, both parties reserve the right to suspend all or any part of the agreement, without incurring any liability for any loss or damage thereby occasioned.

## 20 ENTIRE AGREEMENT

- 20.1 This agreement and the documents referred to in it, constitutes the entire agreement and understanding between us and supersedes any previous agreements made or existing between us before or simultaneously with this agreement and relating to the subject matter of this agreement (all of which shall be deemed to have been terminated by mutual consent with effect from the commencement date of this agreement but without prejudice to our rights and liabilities accrued before such date).
- 20.2 You and us both acknowledge and agree that in entering into this agreement, and the documents referred to in it, does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) or any person (whether party to this agreement or not) other than as expressly set out in this agreement.
- 20.3 The only remedy available for breach of this agreement shall be for breach of contract under the terms of this agreement.
- 20.4 Nothing in this clause 20 shall, however, operate to limit or exclude any liability for fraud.

## 21 MODIFICATION

- 21.1 We shall have the right by notice in writing to you to modify the agreement at any time so as to comply with any regulations or other requirement applicable to or imposed upon us by any competent authority.

## 22 NO WAIVER

- 22.1 Our failure to exercise or enforce any right conferred by the agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or the enforcement thereof or of any other right on any later occasion.

## 23 SEVERABILITY

- 23.1 If any provision of the agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

## 24 THIRD PARTY RIGHTS

- 24.1 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

## 25 GOVERNING LAW

- 25.1 This agreement shall be governed by and construed and interpreted in accordance with English and Welsh law, and the parties hereby submit to the exclusive

# DEDICATED SERVER SERVICE LEVEL

## 1 GENERAL

- 1.1 This document is a service level agreement (SLA) setting out the levels of services to be provided by Hosting UK to the Customer under this agreement and compensation for failure to meet those service levels.
- 1.2 In this SLA a reference to a paragraph, unless stated otherwise is a reference to a paragraph of this SLA.
- 1.3 In this SLA words, abbreviations and expressions have the meanings given in the Hosting UK Master Service Agreement General Terms and Conditions except as set out below:
- (a) **Availability** All the time in any calendar month for which the network and any service equipment is not subject to any service affecting faults, and is therefore available.
  - (b) **Business Day** Shall mean every day excluding Saturdays and Sunday and national holidays in England
  - (c) **CDR** Means the committed data rate for each port set out in the Service Order Form and provided as part of a service.
  - (d) **Fault** Shall mean a material defect, fault or impairment in a service, which causes an interruption in the provision of the service
  - (e) **Non-Service Affecting** Means not materially affecting the performance or quality of the service
  - (f) **Service Affecting** Means causing full or partial loss of the ability to transmit or convey Data
  - (g) **Third Party System** Means a telecommunication system that is neither owned nor operated on behalf of Hosting UK
- 1.4 This SLA only applies to the service to the extent that it is provided by means of systems and equipment that are either owned or operated by or on behalf of Hosting UK. All references in this SLA to network and service equipment shall be construed as references to such systems and equipment.
- 1.5 Hosting UK shall not be liable to pay compensation under this SLA where its failure to meet any of its obligations under this SLA is caused by a force majeure event, by a failure in the customer equipment, or by any act or omission of the customer, or third party acting on its behalf.
- 1.6 Credits or other compensation under this SLA shall only be payable where:
- (a) The Customer has submitted to Hosting UK a claim in writing identifying the circumstances in which the customer claims that the credit or compensation arose, within five working days of the date the aforementioned circumstances arose, and
  - (b) Hosting UK has agreed in writing, acting reasonably and without undue delay, to that claim.
  - (c) The Customers is within credit terms at the time of the claim.
- 1.7 All credits so payable shall be applied to the customer s account to be reconciled at an agreed time following Hosting UK s agreement to the claim. All claims for credits or compensation must be submitted promptly and in any event within 10 business days, after the circumstances giving rise to the claim.
- (a) The maximum monthly credit available under this SLA is limited to an amount not greater than one month's fees; furthermore residual credits will not be carried over to subsequent 12 month periods.
- 1.8 The service credit shall be the customer s sole and exclusive remedy for any Hosting UK service outage or any failure to meet the service objectives.
- (a) Hosting UK reserves the right to amend the SLA from time to time. Hosting UK shall give the customer not less than 1 month s notice of any changes in the SLA. Customers will be notified by email and details of the SLA will be posted in the NOC portal.

## 2 PROVISIONING OF SERVICE

- 2.1 Hosting UK shall provide the service by the service commencement date set out in the service order form. If Hosting UK is unable to commence provisioning of the service by the service commencement date, it shall credit the customer with 10% of the activation charge set out in the service order form.
- 2.2 For every further business day that Hosting UK is unable to commence provisioning of the service, it shall credit the customer with an additional 5% of the connection charge, up to a maximum of 25%.

## 3 NETWORK AVAILABILITY

- 3.1 Hosting UK guarantees that the network shall have 100% Availability. If the availability falls below 100% in any month, Hosting UK will credit the customer with one day's free service for each accumulated hour when the network is not available, subject to the maximum of the standard monthly service charge for that service.
- 3.2 Hosting UK shall not be obliged to pay compensation in accordance with this paragraph 3 where availability falls below 100% because of routine or emergency maintenance on the network or the service equipment pursuant to paragraph 7.

## 4 INFRASTRUCTURE GUARANTEE

- 4.1 Hosting UK guarantees that the critical infrastructure systems, including power and HVAC, will be available 100% of the time in a given month, excluding scheduled maintenance. Hosting UK will refund the customer 5% of the monthly fee for each 30 minutes of downtime (up to 100% of customer's monthly fee).
- 4.2 Critical infrastructure includes functioning of all power and HVAC infrastructure including UPSs, PDUs and cabling, which form part of the co-location facility.
- 4.3 Infrastructure downtime exists when a particular server is shut down due to power or heat problems and Hosting UK records such failure in the Hosting UK monitoring system.

## 5 HARDWARE GUARANTEE

- 5.1 The hardware guarantee covers hardware provided by Hosting UK on a rental basis.
- 5.2 Hosting UK guarantees the functioning of all rented hardware components and will replace any failed component at no cost to the customer. Hardware replacement will begin once Hosting UK identifies the cause of the problem. Hardware replacement is guaranteed to be complete within 4 hours of problem identification. In the event that it takes us more than 4 hours to replace faulty hardware, Hosting UK will refund the customer 5% of the monthly fee per additional hour of down time (up to 25% of customer's monthly fee). Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under the server lease. This guarantee excludes the time required to rebuild a RAID array.

- 5.3 In the event of a hard disk or fatal operating system failure Hosting UK will perform an initial install of standard operating system distributions and supported preinstalled software only in order to restore the server to the state that we supplied the server in originally. Any additional work required by the customer by our engineers may be chargeable.
- 5.4 In the event that replacement of a failed hardware component is unavailable Hosting UK reserves the right to opt to substitute the entire customer server with a similar replacement either as a temporary replacement while replacement hardware is being sourced, or if deemed appropriate by Hosting UK as a permanent replacement.
- 5.5 The security of the Dedicated Server and customer data remain the sole responsibility of the customer, who should perform such backups and maintenance to software running on the Server to maintain its integrity. Hosting UK will perform upgrades of Dedicated server software if we deem necessary to provide continued service, we accept no responsibility for damage to data or loss of service however caused (for instance, as a result of hardware failure or malicious "hacking").

## 6 SOFTWARE

- 6.1 Except where a maintenance contract is in place for software maintenance and/or management clearly detailing the software managed or maintained Hosting UK are in no way responsible for either the operating or any software installed on a dedicated server once the server has been handed over to the customer at commission time.
- 6.2 In the event of a fatal operating system failure Hosting UK will only carry out remedial work once an instruction to do so has been issued by the Customer and any such work may be chargeable.
- 6.3 Any work performed in connection with clause 6.2 above will be on a best endeavour basis only and then only within the time and price limits agreed with the Customer. If it is deemed not possible to repair the operating system Hosting UK will perform an initial install of standard operating system distributions and supported preinstalled software only in order to restore the server to the state that we supplied the server in originally. Any additional work required by the customer by our engineers may be chargeable.

## 7 FAULT HANDLING / RESPONSE TIME AGREEMENTS

- 7.1 Hosting UK offers response time agreements, during the business day (9:00am to 5:30pm, Monday to Friday) as follows:
- (a) You can call us on 01745 586070 and expect a prompt answer, you will be able to speak to a member of the Technical Support team who will be familiar with your account and services. You can expect to be able to speak to a network engineer normally straight away and always within 4 hours. You can expect an initial response within four hours of a logged service interruption call.
- 7.2 Hosting UK offers response time agreements, outside of the business day 24x7 as follows:
- 7.3 Outside of our normal business hours you should raise a ticket or chat to our 24x7 staff. They will alert the duty engineer should your agreement warrant it.
- If the duty support engineer is unable to resolve your problem immediately, a network engineer will call you normally straight away and always within 2 hours.
- 7.4 You can expect an initial response within two hours of a logged service interruption.
- 7.5 Third party Interconnects - Any connections provided by a 3rd party supplier in order to complete the solution will be governed by the SLA offered by that supplier. Hosting UK has carefully chosen our preferred suppliers based on their ability and track record, in order to provide a good quality, reliable solution.
- 7.6
- 7.7 Where the whole or any part of any Service is provided by means of a third party system, Hosting UK shall, to the extent that it is able to do so, pass on the benefit of any service levels to which it is entitled from that provider of that third party system in accordance with paragraph 1.6 but shall not otherwise be liable to meet the service levels set out in this SLA in respect of that Service (or the relevant part thereof).

## 8 NETWORK AND SERVICE EQUIPMENT MAINTENANCE

- 8.1 Hosting UK may suspend the Service to carry out Periodic maintenance or upgrade work on the Network or Service Equipment; this will be carried out during the maintenance windows as defined in paragraph 8.4.
- 8.2 Except in the case of an emergency Hosting UK shall provide the Customer with 5 business days' notice of any suspension of the service under paragraph 8.1. If it fails to provide the appropriate notice, the customer shall be entitled to a credit of one day s free Service.
- 8.3 As far as possible Hosting UK shall endeavour to ensure that any disruption or interruption to the service is kept to a minimum. Hosting UK shall endeavour not to suspend the service for planned maintenance or upgrade work more than 12 times in any calendar year and the Customer shall be entitled to one day of free service for each additional service suspension for such work. Hosting UK shall endeavour to ensure that planned maintenance or upgrade work does not exceed a total of 24 hours in any calendar year and the customer shall be entitled to a credit of one day s free service for each additional hour of service suspension for such work.
- 8.4 The standard for the Hosting UK maintenance window for planned outages is between 22.00 and 07.00, local time as at node location in question. Hosting UK will try to accommodate the customer requirements in terms of outage times; however, depending on the circumstances this may not always be possible. Outage times will be quoted in GMT/BST to prevent mistakes being made over the various time zones.

## 9 REPORTING

- 9.1 Hosting UK will provide the Customer with near real-time Performance and status reports via an online statistics portal.
- 9.2 The items reported upon are:
- (a) Availability of the Service
  - (b) Throughput and utilization of the Customers ports or VLAN
- 9.3 Hosting UK will provide the Customer with alerts via SMS text and e-mail in the event we lose communication with your server for longer than five minutes. In order to provide this service we require that the customer supply a nominated contact and a 24 hour contact mobile telephone number and e-mail address.

## 10 AMENDMENTS

- 10.1 This Agreement may be amended from time to time upon giving the Customer reasonable prior written notice.