

## 1. GENERAL

1.1. In these Specific Terms, the followings words and phrases have the following meanings:

<b>Word or Phrase</b>	<b>Meaning</b>
Connection	As indicated in the signature sheet;
Customers	Any person(s) to whom you resell some or all of the Server resources;
Initial Period	The period of notice for termination in the first Year indicated in the signature sheet, and a Month in subsequent Years, unless we both agree otherwise;
Server	The computer server that we shall build to the Specification agreed with you;
Services	The services provided by us under these Specific Terms;
Specification	The document that sets out the specification for the Services.

1.2. Words and phrases that have capital initial letters but which are not defined in these Specific Terms are defined in the Framework Agreement.

1.3. Our Terms shall apply in addition to these Specific Terms.

## 2. YOUR ORDER FOR A SERVER

2.1. We will not accept any order for the Services unless and until we receive from you a signed copy of our signature sheet (by fax or post) for these services.

## 3. BUILDING THE SERVER

3.1. We shall build you a Server that complies with the Specification. We shall not begin building the Server until we have received in cleared funds the payments under paragraph 10.1.

3.2. You acknowledge that when we have accepted your order, we shall start building the Server and incur costs and expense. If you wish to change the specification for the Server we shall notify you of the additional cost. We shall not change the specification until you agree to the additional cost.

3.3. You agree that the specification contained in the Specification is appropriate for your requirements.

3.4. Any date that we give you for completion of the build of the Server is an estimate only and time is not of the essence.

3.5. We shall own the Server.

## 4. INSTALLATION & TESTING

4.1. When we have built the Server we shall:

4.1.1. Install the Software on the Server;

4.1.2. Install the Server at our data centre;

4.1.3. Carry out our standard test procedures to ensure that the Server is ready for operation;

4.1.4. Notify you that the Server is ready for use.

## 5. UPGRADES

5.1. If you request that we upgrade the Server, this shall be deemed to be a new application for Services. We shall confirm by email the price for the upgrade and acceptance of the application. Paragraph **Error! Reference source not found.** shall apply to us performing the upgrade, and these Specific Terms shall apply to the upgraded Server.

## 6. SERVER AVAILABILITY

6.1. We shall provide you with sufficient technical information to allow you to connect to and use the Server.

6.2. You cannot physically access the Server nor may you visit or access the data centre.

6.3. We shall use our reasonable endeavours to make the Server available for you to connect to and use.

## 7. SERVER MANAGEMENT

7.1. We shall perform the management services indicated in the Specification and use our reasonable endeavours to keep the Server in reasonable operating condition. You acknowledge that the operating condition of the Server depends upon many factors that are outside our control including how you use the Server, and the amount of traffic on the internet in general. Accordingly, we are not liable for reductions in the operating condition of the Server.

7.2. From time to time we, our suppliers and/or subcontractors may need to carry out maintenance or other operations in our Data Centre that will affect the availability of the Services to you. Whenever possible we shall give you as much notice as we possibly can of planned maintenance. We may not be able to give you any notice in the event of emergencies or urgent work.

## 8. ACCEPTABLE USE POLICY

8.1. You agree that you shall:

8.1.1. Immediately inform us if you become aware of any unauthorised use of the Server;

8.1.2. Not use the Server, or allow others to do so, for any unlawful activity or activity that in our opinion may harm us or bring us into disrepute, including the storage or distribution of:

8.1.2.1. Any pirated software and files;

8.1.2.2. Any material that breaches the rights (including Intellectual Property Rights) of any third party;

8.1.2.3. Any material that is or encourages criminal acts;

8.1.2.4. Material that contains any virus, worm, Trojan horse or other harmful code;

8.1.2.5. Links to, frames or displays of any of the items listed in clauses 8.1.2.1 to 8.1.2.5.

8.1.3. Not copy the Software, except as is necessary for internal, archiving purposes;

8.1.4. Not reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software except as permitted by law;

8.1.5. Not sell, lease, license, transfer or sub-license the Software or associated documentation; or

8.1.6. Write or develop any derivative or other software programs based, in whole or in part upon the Software or any of our Confidential Information.

8.1.7. Ensure that you comply with your obligations under the Data Protection Act 1998 and under UK law;

8.1.8. Be entirely responsible and liable for all activities conducted on the Server;

8.1.9. Not use the Server as security for any loan, or allow it to become subject to any similar third party rights;

8.1.10. Comply with any announcements that we post on the announcement system on our secure website, and check the announcements and notices posted on our secure website regularly;

8.1.11. Not give any third party any rights of physical access to the Data Centre without our prior written consent.

## 9. TERMS FOR RESELLERS

9.1. If you resell part(s) of your Server resources, then this paragraph 9 shall apply.

9.2. You acknowledge and agree that your Customers are your responsibility. You agree that you will:

9.2.1. Procure that your Customers enter into a binding agreement that contains provisions consistent with paragraph 8, and allows you to immediately terminate the agreement for breaches of that agreement;

9.2.2. Deal with the support issues of your Customers yourself, and not refer your Customers to us for this purpose;

9.2.3. Pass on to Customer(s), in your own name, any announcements that we post on the announcement system on our secure website and any notices that we request that you forward to such Customer(s).

9.3. You agree to fully indemnify and keep us fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by us and arising from

9.3.1. The use or misuse of the Services and/or the Package Resources by your Customers;

9.3.2. Any claim brought against us by any third party alleging that its Intellectual Property Rights are infringed by the Customer's use of the Services.

## 10. PAYMENT

10.1. At the time that we confirm acceptance of your application for the Services, we shall invoice you in advance for the first Month and any applicable setup fees.

10.2. From the time when the Server is ready for use onwards, we will invoice you monthly in advance for the Services.

## 11. TERMINATION

11.1. The Services shall continue for the Initial Period unless earlier terminated in accordance with the Terms.

11.2. The Initial Period shall be extended for further periods of 1 Month unless you give not less than 15 calendar days notice to terminate. Notice will take effect on the expiry of either the Initial Period or an extension period, depending on when the 15-calendar day notice period expires.

11.3. We and you can agree (in writing or by email) that the length of the Initial Period or subsequent periods is different.