

Rev 1.3 – 01.09.10

1 DEFINITIONS

These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Supply. Where applicable, all definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply. In addition, the following definitions are used in these Specific Terms and Conditions:

"Application Software" means the Core Software and any Additional Application Software installed on the Server by ISL.

"Additional Application Software" means any software application other than the Core Software specified by the Customer that is not included within the Managed Hosting Service and that is subject to further agreement between ISL and the Customer before incorporation into the Managed Hosting Service.

"Base Configuration" means the configuration of the Operating System, Core Software, the Server and the firewall security settings as determined by ISL.

"Centralised Monitoring Service" means software that monitors different services (including the Managed Hosting Services) to ensure that they are responding properly and which alerts the assigned support team if a service fails.

"Control Panel" means the application user interface accessed by End Users for the purposes of accessing the Managed Hosting Service.

"Core Software" means the software applications included as standard as part of the Managed Hosting Service as specified in the Customer Application.

"Customer Application" means the application form for the supply by ISL of the Equipment and/or Managed Hosting Services, completed by the Customer.

"Customer and End User Configuration Parameters" means the parameters within which Customers and End Users of the Managed Hosting Service can configure and manage specific settings via the Control Panel for the Managed Hosting Service.

"Data Restore" means restoring data from a backup system as described in the Customer Application.

"Dynamic Content" means Web site content that has been generated by a database on the Server and which is updated automatically when the database is updated.

"Equipment" means the physical hardware components of the Server.

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"End User" means an individual authorised by the Customer to access the Control Panel.

"Executable Files" means files that run programs (recognised by the extension .exe) and run on the Server.

"Hardware" or **"Hardware Components"** means the physical hardware components of the Server used to run the Managed Hosting Service comprising Intel-based server chassis, System Board and power supplies, System Memory, RAID Controller, RAID Disks and Network Interface Cards.

"Managed Hosting Service" or **"Service"** means the managed hosting service provided by and managed by ISL as described in the Service Schedule.

"Minimum Cancellation Notice Period" means the minimum period of notice that a Customer must provide to terminate a specific Service or this Agreement as set out in Clause 10.

"Network Interface Card" means the main communications component that allows the Server to communicate with other electronic devices.

"Normal Business Hours" means between 09:00 hrs and 17:00 hrs on any day except a Saturday, Sunday or public or bank holiday in England and Wales.

"Operating System" means the computer program that controls the components of the Server and facilitates the operation of the Core Software applications in the Service.

"Premises" means ISL's secure data suite in Milton Keynes, or such alternative Premises as may be determined in accordance with these Specific Terms and Conditions.

"Prescribed Patch Levels" means the latest security releases as advised by the provider to ISL of the operating system for the Server.

"RAID Controller" means a device in the Server in which servers and storage intersect in relation to the RAID Disks.

"RAID Disks" means redundant array of independent disks on the Server.

"Scripts" means computer programming code written in comparatively simple programming languages which run on the Server.

"Server" means the server that is dedicated to the Customer at the Premises in the provision of the Managed Hosting Service.

"Service Level Agreement" or **"SLA"** means the service level agreement relating to the Managed Hosting Service that describes the service levels to be met by ISL together with the remedies available to the Customer for failure to meet such service levels.

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"Service Period" means the period of an individual Service provided in accordance with this Agreement.

"Service Schedule" means the Schedule to these Specific Terms and Conditions setting out a description of the Services.

"System Board" means the mother board, which is the central part of the Server that contains the CPU, expansion slots and the system's random access memory (RAM).

"System Memory" means the random access memory (RAM) of the Server.

"System Settings" means those settings of the Managed Hosting Service that can be configured by the Customer and End Users.

"Data suite in Milton Keynes" means the data suite or such other data centre company as shall be determined pursuant to these Specific Terms and Conditions.

2 THE SERVICES

2.1 These Specific Terms and Conditions apply to the Managed Hosting Services.

3 MANAGEMENT AND SUPPORT

3.1 ISL will ensure that the Customer can contact (by telephone or email) an Engineer at all times (24/7) for major faults affecting Hardware or Core Software components (that is, faults which materially prejudice and interrupt the operation of the Managed Hosting Service and for general troubleshooting help during Normal Business Hours, in each case subject to the SLA. The management and support provided by ISL will extend to:

- a. Supplying, managing and monitoring all Hardware Components.
- b. Supplying, maintaining and monitoring all Core Software to be installed on the Server, comprising "Microsoft Windows Server 2003" and Web statistics software (and the grant of a specified number of user licences to the Customer), unless otherwise agreed between ISL and the Customer.
- c. Procuring that the Base Configuration is setup for the Customer.
- d. Maintaining, updating (as they become available) and supporting all Core Software following the initial setup of the Managed Hosting Service.
- e. Installing, subject to prior agreement between ISL and the Customer, any Additional Application Software over and above the Core Software.

3.2 Management and Support does not include:

- a. Maintenance, support or guarantee of any Additional Application Software unless under further agreement with the Customer. Where an agreement between ISL and the Customer exists in relation to Additional Application Software, any support will be provided on a "best-effort" basis at the discretion of ISL and under the instruction of the Customer. For Additional Application Software, an installation and testing charge will be payable as specified in the Service Schedule and Customer Application.
- b. Any matters outside the scope of the Service including without limitation responsibility for the Customer and End User Configuration Parameters and System Settings, Web site Dynamic Content, Scripts, Executable Files, the addition of SQL accounts and the set-up of new Web sites.

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4 SERVICE PERIOD

4.1 Unless otherwise terminated or suspended in accordance with this Agreement, the Managed Hosting Service shall be provided for a Minimum Service Period of 36 months from the date of activation.

4.2 On expiry of the periods referred to in Clause 4.1 above, the Managed Hosting Service will, unless terminated ninety days before the date of such expiry, automatically renew for a further period of twelve months.

5 PROVISION OF SERVICE

5.1 The provisioning period (that is the period from receipt and acceptance by ISL of a completed Customer Application to commencement of the Service) for Managed Hosting Services is approximately 5 Normal Business days, but this is not guaranteed. In circumstances where this provisioning period takes longer than 5 Normal Business days, ISL will endeavour to inform you on a regular basis about progress and the expected date of completion.

6 SERVICE LEVEL / CREDITS

6.1 ISL shall provide the Managed Hosting Service in accordance with these Specific Terms and Conditions and subject to the applicable Service Level Agreement (as specified on the Customer Application).

7 CONDITIONS OF USE

7.1 You agree to:

- a. provide an authorised technical contact, authorised contact number and password, to keep any records of such details and any other confidential information provided by us in a safe place and to take all necessary steps to ensure the security of such records;
- b. without prejudice to the General Terms and Conditions, keep such information private and confidential and ensure, at all times, that it (or they) does (do) not become known to any unauthorised personnel.

7.2 You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that such information has become known to any unauthorised personnel.

7.3 You agree that we may, from time to time, suspend and/or change your password (at our discretion if we feel that such a step is in the interests of security).

7.4 You are responsible for any misuse of the Managed Hosting Service, even if a colleague or employee has committed the inappropriate activity. Therefore, you must take steps to ensure that others do not gain access to your account.

7.5 You agree not to break or attempt to break security on any of our network or affiliated networks, or to access an account that does not belong to you. You may not use scripts or

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programs that interfere with or deny services to other users on any other server, host, network or channel.

7.6 You are entirely responsible for the content of your Web pages and associated databases. In addition to the restrictions on the use of the Services contained in the General Terms and Conditions of Supply, the Managed Hosting Service must not be used:

- a. fraudulently or in connection with any criminal offence including, but not limited to, theft, fraud, piracy, drug-trafficking, money laundering and terrorism;
- b. to facilitate or incite violence, sadism, cruelty, racial hatred, prostitution or paedophilia;
- c. to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene, menacing or pornographic, or in breach of copyright, confidence, privacy or any other rights;
- d. to provide any links, banners or any information regarding how to obtain access to any material which the Managed Hosting Service may not be used for under the General Terms and Conditions of Supply and/or these Specific Terms and Conditions.

7.7 If we become aware that your bandwidth usage is such that you are likely to exceed your specified allocation (in the Service Schedule or Customer Application), we will use our reasonable endeavours to notify you. If you do exceed your specified bandwidth allocation you will be charged for such excess usage in line with our standard charges as specified in the Service Schedule or Customer Application.

7.8 Customers of the Managed Hosting Service are provided with detailed Web site statistics that are accessible via a password-protected area and by optional weekly and monthly e-mail notifications.

7.9 Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible either:

- a. (a) by telephone to ISL's hosting support team on 01582 714080 during Normal Business Hours (outside Normal Business Hours – 0845 894 4908);
- b. (b) by e-mailing support@ISL.com;
- c. (c) to such other telephone number as we may notify to you from time to time for this purpose.

8 OUR RIGHTS

8.1 We may, from time to time, upon not less than 1 months written notice to you, elect to provide the Managed Hosting Services from Premises other than the Premises of the data suite in Milton Keynes provided that such Premises afford the same level of service that we provide you. Any cost and expense incurred by us in moving the Service shall be borne by us. Where the Service is moved to another location in accordance with this clause, all references in these Specific Terms and Conditions to ISL's Suite and/or the Premises in which it is situated, shall be amended accordingly.

8.2 Where we provide firewall protection in conjunction with the Managed Hosting Service, we will not be held responsible for any unauthorised access to your Service, data or content unless caused by our gross negligence.

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8.3 Where we are in breach of the Agreement and such breach can be remedied by either re-performance or compliant performance of our obligations within a reasonable time, such re-performance and/or compliant performance shall be your sole remedy in respect of such breach.

9 CHARGES

9.1 If you require Additional Application Software, a testing and installation charge will be applicable in an amount notified to you by ISL. It is the Customer's responsibility to ensure the necessary licensing of and consents for the inclusion of Additional Application Software into the Managed Hosting Service.

9.2 Data Restores are available subject to charges notified by ISL on the Customer Application Form.

9.3 Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out in the Customer Application and/or the invoice relating to such Services and/or Equipment.

9.4 You shall pay the charges (without any set off or deduction of any kind) on either a monthly, quarterly or annual basis as stated in the Customer Application and/or the invoice referred to in Clause 9.3 above.

9.5 All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.

9.6 Where the Customer has a 30 day credit account, we will send you a VAT invoice following completion of the provision of the Services. Where you have no credit facility, we will send you a VAT receipt following receipt by us of your payment.

9.7 You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.

10 TERMINATION

10.1 Once the Managed Hosting Service has been activated and is available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period which must expire on or after the Minimum Service Period.

10.3 Unless otherwise stated, the Minimum Cancellation Notice Period is 90 days (to expire on or after the Minimum Service Period).

10.4 We reserve the right to terminate your Agreement in accordance with the General Terms and Conditions of Supply. Upon termination, we will delete all files and content (including but not limited to Web pages, images and database files).

11 NOTICES

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11.1 You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known e-mail or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

11.2 Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or by e-mail to support@isl.com or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us.