

Hosting Schedule

IT Policies

Contents

1.	INTERPRETATION	3
2.	EQUIPMENT	3
3.	SERVICES	4
4.	ANCILLARY CORE SERVICES	5
5.	CLIENT OBLIGATIONS	5
6.	SUPPLIER OBLIGATIONS	6

NOTE: A complete hosting service would be where the Supplier provides the equipment, maintains and updates the equipment and data. This situation can be varied in many ways depending on the requirements of the parties, for example the Supplier may provide for the Customer to install its equipment as part of a data centre or provide space on an existing server. In each case the Customer needs to determine what they require and amend the relevant Appendix in the Order Form so it reflects those requirements.

This is the Hosting Schedule referred to in the Order Form Number **[insert Order Form Number]**.

1. INTERPRETATION

1.1 The definitions in this Schedule are for the interpretation of this Schedule only:

"Ancillary Core Services"	means the provision by the Supplier at the Premises of power, air conditioning, security, communications facilities, technical support and such other amenities as are agreed between the parties and set out in Paragraph 4;
"Confidential Information "	has the same meaning as in Clause 21;
"Equipment"	means equipment installed in the Premises as listed in Paragraph 2 and any additional equipment which may be added from time to time by the Customer or the Supplier in accordance with the provisions of Paragraph 2;
"Premises"	means [insert address of Supplier's premises where hosting will take place] ;
"Service Credits"	means the service credits to be provided to the Customer by the Supplier as set out in and in accordance with the Service Levels;
"Service Levels"	means the level of service to be provided by the Supplier as set out in the relevant Appendix to the Order Form;
"Services"	means all of the services provided by the Supplier to the Customer as specified in the relevant Appendix to the Order Form and this Schedule.

1.2 This Schedule together with the Conditions, the Order Form and the other Schedules referred to therein constitutes the Agreement.

2. EQUIPMENT

2.1 The Equipment will comprise the following:-

NOTE: Insert full details of Equipment

2.2 The Customer may at no extra charge during the Term increase the number of **[insert server details]** servers to be housed and managed by the Supplier by giving the Supplier not less than **[24]** hours notice of delivery of the additional servers which shall be deemed to form part of the Equipment following the successful installation and commissioning thereof by the Supplier.

2.3 The Supplier shall be entitled to require relocation of the Equipment within the data floor upon written notification to and consultation with the Customer. The Supplier shall use its reasonable endeavours to ensure that the disruption caused to the

Customer's business is kept to a minimum. All associated costs will be borne by the Supplier.

- 2.4 The Supplier shall maintain the Equipment in accordance with best industry practice. **NOTE: Delete if this service is not being provided. If it is being provided delete Paragraph 5.7.**

3. SERVICES

The Supplier will provide the Services to the Customer in accordance with any service levels set out in the relevant Appendix to the Order Form and in accordance with the following Service Levels:

3.1 Monitoring Services

3.1.1 Throughout the Term, the Supplier will operate a network operations centre on a 24/7 basis to monitor:-

- (a) the performance of the Equipment;
- (b) the availability of the Equipment;
- (c) the response of the Equipment;
- (d) CPU load;
- (e) Disk space available on the Equipment.

3.1.2 The Supplier will upon becoming aware of any failure in the Equipment investigate the problem, advise the Customer and manage the provision of any maintenance services. At the end of each month the Supplier will advise the Customer of any enhancements or changes which it considers are necessary or desirable to the Equipment or the configuration thereof.

3.2 Back up Services

3.2.1 The Supplier will back up the [software and/or] data on the Equipment at [insert time or period] each day. Any data entered after that time will not be backed up until the following day. In the event of the loss or corruption of the [software and/or] data stored on the Equipment the Supplier will use the latest back up tape to restore the same. Any data entered after the last time that the data was backed up will not be restored to the Equipment.

3.2.2 Within [4] hours of receiving back up data from the Customer, the Supplier will commence loading such data on to the Equipment.

3.2.3 The Service includes the daily back up of up to [100 Gb]. Further back up will be provided as necessary in increments of [100Gb] at the rate of £[] per Payment Period.

3.3 Bandwidth

The Supplier will ensure that bandwidth of [5 Mbps] available at all times for access to the Equipment. The Customer may increase the bandwidth available to it [50 Mbps] at any time on giving the Supplier not less than [24] hours notice subject to the payment of such additional charges therefore as the Supplier shall from time to

time advise the Customer in writing and subject to the terms and conditions of the Customer's telecommunications provider. The Supplier will monitor the bandwidth being used by the Customer and will advise the Customer if in the Supplier's opinion the Customer needs to increase the bandwidth available to it.

4. ANCILLARY CORE SERVICES

4.1 Electrical and air conditioning

4.1.1 Uninterrupted UPS and generator backed up conditioned AC power supply; and

4.1.2 designated downflow air conditioning system maintaining stable temperature and humidity via multiple climate control units.

4.2 Security

4.2.1 The Supplier will ensure that there are sufficient technical and physical barriers between the Customer's data and any other data the Supplier holds in accordance with the Specification in the relevant Appendix to the Order Form;

4.2.2 the Supplier will ensure that there are sufficient technical and physical barriers in place to prevent third parties accessing the Customer's data or the Equipment in accordance with the Specification in the relevant Appendix to the Order Form; and

4.2.3 as set out in the Specification in the relevant Appendix to the Order Form.

4.3 Communications

Diverse connectivity is available via a choice of providers within the Supplier data centre. Separate agreements will be entered into between the Customer and the connectivity provider. **NOTE: Discuss with the Supplier what is available, they may have preferential rates the Customer can take advantage of.**

4.4 Emergency

The Supplier shall be entitled at any time to make any emergency changes to the Service which are necessary to comply with any applicable safety, security or other statutory requirements, which do not materially affect the nature or quality of the Service. The Supplier shall inform the Customer as soon as reasonably practicable thereafter of any such changes that have been made.

4.5 Customer access

The Customer does not acquire any rights of occupation or any other rights in relation to the Premises other than the right during the Term of this Agreement to access the Premises to install, operate and retain Equipment in areas allotted within the Premises for the Service.

5. CLIENT OBLIGATIONS

5.1 To supply, and ensure accuracy of, all necessary information, materials or assistance as the Supplier may reasonably request in connection with provision of the Service.

- 5.2 Not to use any part of the Premises for any purpose other than in respect of location of the Customer's Equipment and operation of the Customer's lawful business.
- 5.3 To keep the allotted area and all fixtures and fittings therein in good condition and upon termination of this Schedule and/or Agreement return the allotted area to its original condition, fair wear and tear excepted.
- 5.4 Not to do anything at the Premises that would breach any health and safety, security or other regulations or put the Supplier in breach of its covenants or insurance conditions as notified by the Supplier to the Customer from time to time.
- 5.5 Not to exceed the specified maximum limit of electrical power usage to each rack nor allow or do anything which would cause an interruption in power at the Premises or to the Services.
- 5.6 Not to do anything which may be dangerous, a nuisance, inconvenience or other disturbance to other customers of the Supplier.
- 5.7 To enter into maintenance agreements for the Equipment with such third parties and on such terms as the Supplier shall approve (such approval not be unreasonably withheld or delayed) so that the Equipment is maintained to a standard which ensures that at all times the Equipment is safe and complies with all applicable health and safety standards. **NOTE: Delete if maintenance is part of the Service in this Schedule, if included ensure Paragraph 2.4 is deleted.**

6. SUPPLIER OBLIGATIONS

- 6.1 To allow Customer Personnel access to the Premises at any time unless in case of emergency or unless the Supplier has given prior notification that access is denied to the Customer.
- 6.2 To ensure that the area allotted within the Premises for the storage and operation of the Equipment has appropriate air conditioning, a stable humidity, a fire suppression system and appropriate security and electrical supplies as specified in Paragraph 4.