HOSTING SERVICES AGREEMENT

1 Introduction

1.1 **Usage**. This Schedule is an addition to and forms an integral part of the General Terms and Conditions, hereafter referred as the "Main Agreement". This Schedule is to be used solely in conjunction with and within the context of the Main Agreement. In addition to the Terms and Conditions of the Main Agreement, your use of the Client Managed Dedicated Server Hosting Services is subject to the following additional terms and conditions defined below.

1.2 **Additional Defined Terms**. Some words used in these Server Hosting Services Terms and Conditions have particular meanings:

"Hosting Services" means the Supplier's provision for your use of the Hosted hardware and connectivity described in the Services Description.

"Service Commencement Date" means the date on which we provide the access codes that enable you to send and receive information from your Hosted System.

"Support" means: (i) the management of the Hosting Services by a service delivery team that includes support specialists with training and experience in hosted systems; (ii) availability of online support portal; and (iii) any specific support services described in the Services Description.

"Bulk Mail" means email messages of similar content that are sent to more than 250 recipients. Mail messages sent within the same domain name, or from your domain name to your other domain name(s) hosted on the Supplier's system are not "Bulk Mail" for the purposes of this definition.

"Junk Mail" means email that is captured by our mail filter and other email that is reported by you to Supplier as undesirable.

"Mail Service" or "Mail Services" or "Hosting Services" means the Microsoft Hosted Exchange, and/or other email service described in your Services Description, plus Support, as defined below. "Mail Services" does not include any mail applications that the Supplier licenses for use on a fully- or partially-dedicated Hosted System.

2 Scope

2.1 **Deployment**. The Supplier will deploy the services described in the Services Description by the date stated in the Services Description, provided that you promptly provide all information that we reasonably request from you to complete deployment. Services are deemed deployed as of the time that Supplier generates an email message to you that includes the information needed to allow you to transfer information to and from the server(s). Your sole and exclusive remedy for our failure to deploy the services by the guaranteed time shall be a credit equal to the amount of the set-up fee stated in the Services Description for the affected server(s). You are not entitled to a credit if you request or cause the deployment delay. This deployment guarantee does not apply to any software, other managed services, or hardware devices other than the server(s). If we agree to deploy your servers on an "expedited" basis at your request, then this deployment guarantee does not apply, and we commit to using reasonable efforts to deploy the server(s) by the date you requested.

2.2   **Essential Connectivity**. The Supplier is always responsible for the following:

    a.   Provision of server hardware and network connectivity.

    b.   Provision of licensed software as listed on service order.

    c.   For dedicated servers, provision of management network for remote administration purposes.

2.3   **Managed Services**. For services for which the Client is paying a fee for management services, the supplier is then responsible for the following:

    a.   Provision of operating system patching and updates as per recommended release schedule of operating system vendor.

    b.   Monitoring of server operating system and hardware using the Suppliers system monitoring tools.

    c.   Monitoring of file system for malware using the Suppliers malware monitoring tools.

2.3.1   **Unmanaged Services**. For services for which the client has declined to take management services:

    a.   The client confirms that they have made their own arrangements for management of their service by a suitably qualified and experienced source.

    b.   The client accepts they are solely responsible for everything other than essential connectivity items from clause 2.2.

    c.   Should the client request support from the Supplier, any such support in relation to the request will be chargeable at the supplier's normal rates, will be reviewed and accepted as per the Suppliers work queue, and will be performed without a guarantee of response time or resolution.

    d.   If the client is unable to support their service and thus recurrent downtime occurs, the Supplier reserves the right to terminate the service in accordance with the notice clause of the agreement.

2.4   **Further Client Responsibilities**. In addition to any previous mentioned responsibilities, and regardless of whether a managed or unmanaged service has been opted for, the client is always responsible for:

    a.   Installation of client user applications.

    b.   Testing of backups for successful restoration.

    c.   Restoration of client application data.

    d.   Provision of software licenses for client user applications that may be required and not specified on service order.

    e.   Keeping their site, their application and their data secure.

    f.   All other items, software, services or support not specified in the inclusions clause of this agreement is the responsibility of the client.

    g.   The General Terms and Conditions require you to use reasonable security precautions in light of your use of the Services. For Hosting Services, this includes using a desktop virus scanner and firewall on your computers that are connected to the Internet.

2.5   **Backups**. The client can opt to pay the supplier a service fee to take backups via a specific backup service.

2.5.1   Backups are not performed unless the backup service has been subscribed to and for which the client is paying for. If the client has not subscribed to a backup service, the client accepts that they have declined to take the backup service and understand that it is the client's sole responsibility to perform the backup of their data and that the supplier is not liable for any data loss or corruption howsoever caused or any harm or loss that may result.

2.5.2   When the backup service has been subscribed to and the client pays a set fee for such service, the supplier will perform data backups on a "snap shot" basis at a specific moment. Therefore the Supplier may not create a backup of every item that is ever sent, received or stored. The backup will only capture those items that are present during the time of the backup. Data on backups may be retrieved only for a limited number of days. Backups will be stored as follows:

a.   For Shared Hosting services, backups will be retained for 7 days from the date the backup was taken.

b.   For Dedicated and VPS hosting services, backups will be retained for 7 days from the date the backup was taken.

c.   For E-Mail Hosting Services, backups will be retained for 14 days from the date the backup was taken

2.5.3   It is the clients responsibility to advise the supplier of required files to be included in backup schedule.

2.5.4   Restoration of backups as requested by client which the Supplier reserves the right to charge for the time taken to restore at the Suppliers normal rates.

2.6   **Migrations**. At your request, we will provide an advance estimate of fees based on the information you provide to us. However, you acknowledge that our fee will be calculated on the basis of the actual hours spent and may exceed the estimate. You acknowledge that after we begin the requested migration we may discover technical limitations related to the configuration of your data that prevent us from successfully completing the migration. With migrations you acknowledge that there is a special risk that data may be lost. You agree that you will create a reliable back up of all data to be migrated prior to the time that we begin the migration. You agree that we are not liable to you for damages resulting from the loss or corruption of your information as part of the migration.

3   Service Level Guarantees

3.1   **Uptime Guarantee**. Your Hosting Service will be available 99.95% of the time in a given calendar month, excluding downtime due to maintenance or downtime where customers are self-managing their server and have failed to resolve issues that are causing their server to fail.

3.2   **Downtime**. Downtime exists if you are unable to send or receive mail or access your service as a result of a failure of your Hosting Services hardware or our network. Downtime does not exist if you are unable to use the hosting services as a result of a failure outside of Supplier's reasonable control, such as your connection to the Internet, your computer, your software, your mobile device, your systems tripping firewall policies, your systems or your configuration of the operating system and other software.

3.3 **Maintenance**. The Supplier will perform maintenance on the Hosting Services on a regularly scheduled basis within its published maintenance windows, which will be announced in advance. The Supplier may also perform unscheduled emergency maintenance if needed to address new security threats, replacement of failed hardware or other non-routine events. Delays that may occur while the Hosting Services makes planned transitions between redundant system elements is considered maintenance. If the Supplier expects any maintenance to take more than twenty minutes, it will make reasonable efforts to post an announcement at least seven (7) days in advance of the maintenance, but we do not guarantee such notice.

3.4 **Hardware Replacement**. For hardware failures we guarantee that we will have a technical specialist and necessary parts onsite to begin repairs within two (2) hours of problem identification.

3.5 **Service Credits**. In the event of downtime, you are eligible for a credit as follows: (i) If the downtime continues for twenty-four (24) consecutive hours or more, you may request a credit equal to the Maximum Credit for the affected service. (ii) If the downtime continues for less than twenty-four (24) consecutive hours, then you may request a prorated portion of the Maximum Credit equal to the number of minutes of downtime divided by twenty-four (24) hours (1440 minutes).

3.6 **Service Credit Application**. You must request a credit through via support ticket within seven (7) days following the end of the downtime. Your request must describe the downtime, including the specific Hosting Services affected, the start and end time of the downtime, and specifically how your use of the Hosting Services was adversely affected. The Supplier will apply any credit that is due against your next invoice for Hosting Services.

3.7 **Downtime Measurement**. Downtime is measured from the time a trouble ticket is opened until network availability is restored, or the affected device is powered back on, as applicable.

3.8 **Limitations**. You are not entitled to a credit if you are in breach of the Agreement (including your payment obligations to us) at the time of the occurrence of the event giving rise to the credit until you have remedied the breach. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for your breach of the Agreement or misuse of your Hosted System. To receive a credit, you must submit a service credit application within seven (7) days of the occurrence of the event giving rise to the credit. The Service Level Guarantees are contingent on the Supplier having full logical access to your configuration. No credit will be due if the credit would not have accrued but for your restriction of the Supplier's logical access to your configuration.

3.9 **Cumulative Amount**. Notwithstanding anything in this Agreement to the contrary, the maximum total credit for failure to meet the Service Level Guarantees under this Agreement for any calendar month shall not exceed 30% of your monthly recurring fee for the affected Hosted System. Credits that would be available but for this limitation will not be carried forward to future months.

4 Mail Services

The following terms apply to our e-mail hosting services:

4.1 **Filtering**. The Supplier provides certain services designed to filter unwanted email, such as spam, phishing scams, and email infected with viruses. You acknowledge that the technological limitations of the filtering service will likely result in the capture of some legitimate email, and the failure to capture some unwanted email, including email infected with viruses. Email that is quarantined by the filtering system is excluded from the Service Level Guarantee.

4.2 **Delivery Failures**. The Supplier will use commercially reasonable efforts to deliver your email messages. Third party filtering services may from time to time prevent successful delivery of your messages.

4.3 **Memory Limitations**. Mail that exceeds the storage limit when received may be permanently lost. It is your obligation to monitor the storage capacity and request adjustments of individual mailboxes as needed and to inform the supplier 7 working days in advance of any such adjustments via support ticket. An individual email message that exceeds the per-message size limit may also be permanently lost. As of January 2010, the per message size limit is 50MB.

4.4 **No Shared Mailboxes**. Each mailbox may be used by one natural person at a time. Attempts to log into a single mailbox simultaneously from more than one computer are prohibited. You may not use automated tools such as "Fetchmail" or "Microsoft Exchange Connector" to virtualize one mailbox into multiple mailboxes.

4.5 **No Automated Use**. Mailboxes are not designed for automated use, such as sending email from web servers, or receiving email from automated programs. Such use is permitted provided that you do not violate this Agreement or disrupt the normal operation of the mail system, but we do not provide technical support for this type of use.

5 Mail Traffic

The following terms apply to any email traffic entering or leaving the Suppliers network:

5.1 **Bulk Mail**. You may not use the Supplier's systems to send Bulk Mail. You may not send bulk or commercial mail that has a Supplier Mail Service return address or references a Supplier's Mail Service address. You may not intentionally use your Mail Service for the purpose of receiving bulk mail from others.

5.2 **Unsolicited Mail**. You may not send email to anyone with whom you do not have a pre-existing relationship, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email.

5.3 **System Abuse**. You may not use the Mail Services in a way that creates technical disturbances for other Supplier's mail customers or for the Supplier's systems generally. Specifically, but without limitation:

5.4 **Indemnification**. In addition to our general terms and conditions, you hereby release Supplier and its employees, agents, suppliers, and affiliates from any liability or damages arising from the failure of Suppliers' filtering services to capture unwanted email or from a failure of your email to reach its intended recipient as a result of a filtering service used by the recipient or the recipient's email service provider.