KCOM

KCOM Internet

Standard terms and conditions of KCOM for the provision of Managed Hosting Services

1 TERM

1.1 This Contract will come into effect on the Commencement Date and continue until the expiry of the Initial Term. Following the expiry of the Initial Term this Contract will continue unless and until terminated by either party giving the other no less than 30 days' prior written notice.

1.2 If this Contract continues at the end of the Initial Term We may require You to pay the cost of renewing the Services Equipment and/or Equipment in accordance with Our recommendation. In the event that You fail to agree the payment of such monies within 30 days of Our recommendations, either party may terminate this Contract on 30 days' prior written notice.

2 PROVISION OF THE SERVICE

2.1 We shall use Our reasonable endeavours to provide the Service in accordance with the Service Standards. We will use Our reasonable skill and care in the provision of the Service however, You acknowledge that the Service cannot be provided fault free and We do not warrant free or uninterrupted use of the Service nor guarantee the continued availability of the Service. In the event that We fail to meet the Service Standard, You agree that Your sole remedy is under the Service Credit regime.

2.2 We shall use all reasonable endeavours to make the Service available for use by You from the Proposed Start Date unless otherwise expressly agreed in writing or unless We are unable to do so as the result of a failure by You to fulfil Your obligations in clause 3 of this Contract.

2.3 In the event that We are unable to provide the Service by the Proposed Start Date as the result of a failure by You to fulfil Your obligations in clause 3 You will pay the Charges for that Service from the Proposed Start Date as if We had commenced providing the Service to You on that date.

2.4 We shall be entitled to:

(a) change the technical specification of the Service where necessary for technical, regulatory or operational reasons (provided that such changes do not materially affect the performance of the Service);

(b) modify the Service (at no cost to You) provided that such changes do not materially affect the performance of the Service;

(c) amend Our Acceptable Use Policy from time to time. If We change Our Acceptable Use policy We will place Our current Acceptable Use Policy on Our internet site at www.kcom.com; and

(d) give You instructions which We reasonably believe to be necessary for health and safety or security reasons or for maintaining the quality of the Service.

2.5 Suspension of Service

We shall be entitled to suspend Service:

(a) with Your prior agreement or in the absence of Your agreement upon reasonable notice for planned maintenance to Our Internet Network, and/or the Equipment,

(b) without notice when necessary for operational reasons, or in case of emergency;

(c) to comply with any Legislation, court order or other governmental request or order requiring immediate action;

(d) to prevent interference with, damage to, or degradation of Our Internet Network;

(e) to eliminate a hazardous condition;

(f) if You use the Service in a manner that will, does, or may expose Us to legal liability or that violates any applicable Legislation or Our then current Acceptable Use Policy and whether such use is by You, or any other entity or person using the Service, and whether or not such use is authorised by You;

(g) without notice where We reasonably believe there has been a breach of clauses 7.1 and 7.2 of this Contract; and

(h) if You fail to pay an amount when due and You still do not pay the amount due within 10 days after You receive a written notice from Us that an amount is due.

If We suspend the affected Service for any of the reasons outlined in clauses 2.5(g) or 2.5(h) and You cure the cause of the Service suspension within 30 days of receiving a notice from Us specifying the breach and the action required (the "**Cure Period**") We will resume the Service once You have paid Our reasonable charges associated with resuming the affected Service. We may terminate this Contract and/or the affected Service if You do not cure the cause of a Service suspension within the Cure Period or You do not pay the associated charges for Us resuming the Service. If such termination is effective prior to the expiry of the Initial Term, You will also pay Us the Early Termination Charges.

3 YOUR OBLIGATIONS

3.1 In order to enable Us to fulfil Our obligations under this Contract You shall, at Your own cost:

(a) co-operate with all reasonable instructions We may provide from time to time in order to enable Us to provide the Service or otherwise perform Our obligations under this Contract;

(b) manage and retain responsibility for the Customer Supplied Software (including upgrades, updates and other modifications) and ensure that You take out and maintain any necessary licences for the duration of this Contract;

(c) manage, vet and retain responsibility for Your Content including any content which is placed on Your web site, whether authorised by You or not, and ensure that the Content does not contain any material which is obscene, defamatory, seditious, blasphemous, indecent or which constitutes an injurious falsehood or slander of title or which breaches any patent, copyright, trademark or any intellectual property rights of any third party;

(d) adhere at all time with Our current Acceptable Use Policy;

(e) comply with all applicable Legislation relating to Your use of the Service; and

(f) provide Us with full, accurate and up to date information on any matter which We reasonably believe is relevant to Our provision of the Services to You and provide such information within a reasonable time of being requested by Us to do so.

3.2 You shall inform Us in writing prior to modifying, updating, upgrading or installing any Customer Supplied Software or system which may affect the Equipment and/or Our ability to deliver the Service to You. If We are unable to continue to supply the Services to You as a consequence of any such modification, update or upgrade or installation, We shall not be liable to You as a consequence.

3.3 You shall comply with all reasonable instructions communicated by Us to You for the safe and proper use of the Customer Equipment from time to time

3.4 You will indemnify and keep Us indemnified from and against all costs, (including, without limitation, any legal costs and disbursements), expenses, damages, liabilities, losses, actions suffered by Us, directly or indirectly and whether wholly or in part resulting from failure by You to comply with the terms of clause 3 of this Contract. We will not be liable to You where We are unable to carry out Our obligations under this Contract as a result of a breach by You of the provisions of clause 3.

4 CREDIT REFERENCE

4.1 We shall be entitled to carry out credit checks on You. We may use information that We hold about You from Our own records and/or We may request information from a credit reference agency. We accept no liability for the accuracy or otherwise of information provided to Us from credit reference agencies. If at any time before or during the term of this Contract You fail to meet the

standard of creditworthiness deemed acceptable by Us, We shall be entitled to:

(a) terminate this Contract, in whole or in part immediately on written notice to You;

(b) require You to make a deposit as security against future payments or such regular instalment payments in advance on account of any future charges as We shall deem appropriate;

(c) impose credit limits on You in respect of Charges and to suspend the Service at any time when such limits are reached until payment in full of such outstanding Charges has been made; and

4.2 impose such other measures on Your right to use any of the Services as We shall deem appropriate.

5 KCOM EQUIPMENT AND SERVICES EQUIMENT

5.1 We will provide the KCOM Equipment and Services Equipment at Our Site.

5.2 Following installation of the Services Equipment, We shall carry out Our standard test procedures to ensure that the Service is ready for use by You. Upon successful completion of such tests We will send notice to You to confirm the details of the Service. Where We are designing a Solution for You, We will agree the acceptance tests, the acceptance procedure and the acceptance criteria with You. These will be stated in the Contract.

5.3 Title to the KCOM Equipment and Services Equipment will remain with Us at all times and nothing will operate to transfer ownership of or rights in the KCOM Equipment and Services Equipment to You.

6 OUR OBLIGATIONS

6.1 You accept and agree that the Service or Solution that We provide to You is based on Your requirements as agreed and described in the Contract and that if the information You gave Us is incomplete, incorrect or inaccurate:

(a) We will not be responsible for providing a Service or Solution that fails to meet Your needs;

(b) We may review the Service or Solution and suggest changes which may have a price impact; and

(c) We may revise or replace the Order.

6.2 We may charge You at a rate We agree with You for the preparation of the Order if Your required Solution is complex or if We have to revise or replace the Order in circumstances set out in clause 6.1(c) above.

6.3 We shall be entitled to modify and/or replace any KCOM Equipment and/or Services Equipment from time to time if We consider such modification and/or replacement is reasonably necessary for the continued provision of the Service.

7 USE

7.1 Under the terms of the Contract You will not use or permit any User or third party to use the Service for the purposes of sending, posting, publishing, distributing, disseminating or transmitting, storing, or in any way in connection with, any message communication or material which is offensive, abusive, indecent, obscene, harassing or menacing or which does, or is intended to, cause annoyance, inconvenience or worry or which is fraudulent or defamatory or contains or breaches another party's proprietary information (including trademarks or other copyright material) or is otherwise unlawful or which (in Our reasonable opinion) brings the name of any company in the KCOM Group into disrepute or in any way which intentionally causes damage or disruption to the Service or which damages, or may damage, Our brand and/or Our reputation.

7.2 Both parties agree to fully co-operate with the Police and any other relevant authorities (the "**Regulatory Authorities**") in connection with any misuse or suspected misuse of the Service and You consent to Our co-operating with any Regulatory Authorities in connection with any suspected illegal and/or fraudulent activity related to or connected with the Service and You

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agree that We may divulge such information as the Regulatory Authorities may reasonably require in relation to this Contract.

8 INTELLECTUAL PROPERTY

8.1 Any software contained in the KCOM Group Equipment or the Services Equipment and any software or documentation provided by Us in connection with the provision of the Service is, and will remain, Our property or that of Our licensors.

8.2 You agree to be bound and comply with the licensing terms of Our licensors as set out in clauses 9 or 10, in respect of Microsoft and Red Hat software, respectively.

8.3 Any software or documentation You provide under this Agreement is, and will remain, Your property or that of Your licensors.

8.4 You are granted a non-exclusive, non-transferable, limited right to use such software and documentation only for the purpose of using the Service.

8.5 You will not make any modifications to such software or documentation. You will indemnify and keep Us indemnified against any costs, losses, damages, or liability that We may incur due to You amending or in any way, altering such software or documentation, or using it for a purpose not permitted by this Agreement.

8.6 Upon termination of this Agreement, each party shall immediately cease to use the others software and/or documentation supplied under this Agreement and (at the others absolute discretion) shall return or destroy the same.

9 MICROSOFT PROPERTY

This clause concerns the use of Microsoft software, which includes computer software provided to You by Us as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "Software Products"). We do not own the Software Products and the use thereof is subject to certain rights and limitations which We need to inform You. Your right to use the Software Products is subject to Your agreement with Us, and to Your understanding of, compliance with and consent to the following terms, which We do not have the authority to vary, alter or amend.

9.1 Ownership of Software Products

The Software Products are licensed to Us from an affiliate of the Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the Software Products (and the constituent elements thereof, including but not limited to images, photographs, animations, video, audio, music, text and "applets" incorporated into the Software Products) are owned by Microsoft or its suppliers. The international copyright treaties as well as other intellectual property laws and treaties. Your possession, access, or use of the Software Products does not transfer any ownership of the Software Products or any intellectual property rights to You.

9.2 Use of Client Software

You may use the Client Software installed on Your Devices by Us only in accordance with the instructions, and only in connection with the Services, provided to You by Us.

9.3 Use of Redistribution Software

In connection with the Services provided to You by Us, You may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively called "Redistribution Software"). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO US, WHICH TERMS MUST BE PROVIDED TO YOU BY US.** Microsoft does not permit You to use any Redistribution Software unless You expressly agree to and comply with such additional terms, as provided to You by Us.

9.4 Copies

You may not make any copies of the Software Products; provided, however, that You may (a) make one (1) copy of Client Software on Your device as expressly authorized by Us; and (b) You may make copies of certain Redistribution Software in accordance with clause 9.3 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of Your Contract with Us or upon transfer of Your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Software Products.

9.5 Limitations on Reverse Engineering, Decompilation and Disassembly

You may not reverse, engineer, decompile, or disassemble the Software Products, except and only to the extent that applicable by law, notwithstanding this limitation expressly permits such activity.

9.6 No Rental

You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Software Products to any third party, and You may not permit any third party to have access to and/or use the functionality of the Software Products.

9.7 Termination

Without prejudice to any other rights, We may terminate Your rights to use the Software Products if You fail to comply with this Contract. In the event of termination or cancellation, You must stop using and/or accessing the Software Products, and destroy all copies of the Software Products and all of its component parts.

9.8 No Warranties, Liabilities or Remedies by Microsoft

ANY WARRANTIES LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY US AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

9.9 Product Support

Any product support for the Software Products is provided to You by Us and is not provided by Microsoft or its affiliates or subsidiaries.

9.10 Not Fault Tolerant

THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVER PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

9.11 Export Restrictions

The Software Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information see http://www.microsoft.com/exporting/.

9.12 Liability for Breach

In addition to any liability You may have to Us, You agree that You will also be legally responsible directly to Microsoft for any breach of this Contract.

10 RED HAT LICENSE

This clause governs the use of the Red Hat Software, as defined in clause 10.1 below, and any updates to the Software, regardless of the delivery mechanism. The Software is a collective work under U.S. Copyright Law. Subject to the following terms, Red Hat, Inc ("Red Hat") through Us grants to the you ("Client") a licence to this collective work pursuant to the GNU General Public License.

10.1 The Software

Red Hat Enterprise Linux and Red Hat Applications (the "Software") are either modular operating system or application consisting of hundreds of software components. The end user license agreement for each component is located in the component's source code. With the exception of certain image files identified in clause 10.2 below, the licence terms for the components permit Client to copy, modify, and redistribute the component, in both source code and binary code forms. This agreement does not limit Client's rights under, or grant Client rights that supersede, the licence terms of any particular component.

10.2 Intellectual Property Rights

The Software and each of their components, including the source code, documentation, appearance, structure and organization are owned by Red Hat and others and are protected under copyright law and other laws. Title to the Software and any component, or to any copy, modification, or merged portion shall remain with the aforementioned, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This agreement does not permit Client to distribute the Software using Red Hat's trademarks. Client should read the information found at http://www.redhat.com/about/corporate/trademark/ before distributing a copy of the Software, regardless of whether it has been modified. If Client makes a commercial redistribution of the Software, unless a separate agreement with Red Hat is executed or other permission granted, then Client must modify any files identified as "REDHAT-LOGOS" and "anaconda-images" to remove all images containing the "Red Hat" trademark or the "Shadowman" logo. Merely deleting these files may corrupt the Software.

10.3 Limited Warranty

Except as specifically stated in this clause 10.3 or a license for a particular component, to the maximum extent permitted under applicable law, the Software and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat does not warrant that the functions contained in the Software will meet Client's requirements or that the

operation of the Software will be entirely error free, or appear precisely as described in the accompanying documentation. This warranty extends only to the party that purchases the Software from Red Hat or a Red Hat authorized distributor.

10.4 Limitation of Remedies and Liability

To the maximum extent permitted under applicable law, Red Hat or any Red Hat authorized dealer will not be liable to the Client for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Software, even if Red Hat or such dealer has been advised of the possibility of such damages.

10.5 Export Control.

As required US law, Client represents and warrants that it: (a) understands that the Software is subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria); (c) will not export, re-export, or transfer the Software to any prohibited destination, entity or individual without necessary export licences(s) or authorizations(s) from the US Government; (d) will not use or transfer the Software for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the US Government by regulation or specific licence; (e) understands and agrees that if it is in the United States and exports or transfers the Software to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understands that countries including the United States may restrict the import, use, or export of encryption products and that it shall be solely responsible for compliance with any such import, use, or export restrictions.

10.6 Third Party Programs

Red Hat may distribute third party software programs with the Software that are not part of the Software. These third party programs are subject to their own license terms. The license terms either accompany the programs or can be viewed at http://www.redhat.com/licenses/.

11 DOMAIN NAMES AND NETWORK NUMBER

11.1 We shall pay all the charges incurred from the managing organisation in respect of the domain name for the duration of the Service. If You so request, We shall apply for additional domain names at an additional cost per domain name. All costs incurred in applying for such additional domain names shall be at Your cost and expense.

11.2 We will route any IP addresses that were previously assigned to You only if those addresses were assigned to the You directly and not through any other Internet Service Provider. We will not be held responsible if any other Internet Service Providers refuse to accept these addresses. We shall assign new or additional TCP/IP addresses as requested by You upon being provided with satisfactory documentation justifying the need for those addresses. The documentation must be in accordance with the policies set forth by RIPE. In certain circumstances, it may be necessary for TCP/IP addresses to be approved by RIPE, and in such cases those addresses are only assigned for the duration of the Service and become invalid at such time as We no longer provides the Service to You. We shall not be responsible for any decision made by RIPE. When We assign addresses to You, a temporary extension (usually thirty (30) days after the end of the Service) may be granted at Our sole discretion. Following termination or any further period (if any), those TCP/IP addresses may be reassigned by Us to other customers. If You wish to apply for addresses that will subsist beyond the duration of the Service, You must do so directly to RIPE. Any decision by RIPE or by another Internet Service Provider relating to TCP/IP addresses is the responsibility of RIPE or of that other Internet Service Provider and We accept no responsibility for such decision.

11.3 We have no control over the availability of domain names and accepts no responsibility for the availability of any domain name.

11.4 In respect of any actions taken by Us pursuant to this clause 11, We may levy such additional charges on You, as may be agreed.

12 SERVICE REGRADES

12.1 Following provision of the Service, You shall be able to request changes to the Service Elements. Such amendments shall be called "**Service Regrades**".

12.2 We shall either accept or reject Your request by email as soon as reasonably possible following Our receipt of Your request for a Service Regrade. There may be limitations with the Services that may require Us to reject Your Service Regrade request. In such circumstances, We may suggest a Service Regrade that We are able to supply to You. Once We have

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reached agreement regarding the Service Regrade, We commit to make available to You the Service Regrade required, subject to the terms of this Contract.

12.3 The Charges shall be in accordance with the Service Regrade You chose and You shall be liable for the payment of such Charges from the date of the implementation of the Service Regrade.

12.4 If You have selected a Service or a Service Regrade which is insufficient for Your purposes and You continuously use more bandwidth, memory or any other Service Elements, than that provided pursuant to this Contract or any Service Regrade, We shall be entitled to recommend that You perform a Service Regrade, in accordance with this Contract.

12.5 Following a recommendation pursuant to clause 12.4, if You do not perform a Service Regrade and You continually exceed the Service Elements:

(a) You shall immediately pay Us on demand an amount equal to the difference between the Charges paid by You to date and the amount which would have been paid had the Charges applicable to the Service Elements actually being used by You applied from the Service Start Date; and

(b) We shall at Our option (without prejudice to any of its other rights) be entitled to suspend the Service until We receive payment from You in accordance with clause 12.5(a).

13 MANAGED SERVICES AND MONITERING AND REPORTING SERVICES

13.1 Managed Services.

(a) We will provide such managed services as We agree with You in accordance with the Service Description and the Service Standards. We will pay You the Service Credits if We fail to achieve the Service Standards, subject to the terms of the Service Standards.

(b) In the event that You become aware of any fault in the Service or the Equipment, You will notify Us in accordance with the Service Standard.

(c) You will provide Us with any reasonable assistance, which We may reasonably require for the purposes of carrying out the Service.

(d) If We are unable to carry out any managed services due to Your default, We reserve the right to charge You for any time spent and other reasonable costs and expenses We incur as a result of such default at Our standard rates in force from time to time. We will exclude from the calculation any time that the Service is unavailable, if due to Your default, in assessing whether We have met the Service Standards in relation to the affected Service. We will not pay Service Credits in respect of any downtime that is directly or indirectly due to Your default.

13.2 Monitoring and Reporting Services

(a) We will continually monitor all Equipment within Our Site and provide such additional monitoring services as We agree with You in accordance with Service Standards.

(b) Where We reasonably consider that any fault is due to:

(i) Your fault or negligence (including, without limitation where You have attempted to effect repairs to the Equipment or Services Equipment unless You have received Our express written authority);

(ii) Your failure to comply with the provisions of this Contract;

(iii) the use of any Customer Supplied Software or any other equipment or software not supplied by Us; or

(iv) any unauthorised changes You have made to Customer Supplied Software, Your hardware or the Equipment or Services Equipment,

we will not be liable to You for any failure to provide managed, monitoring and/or any reporting Services.

14 CHANGES TO THE SERVICE

14.1 We may from time to time make changes to the specifications in the Service Standards. Such changes will be notified to You not less than 30 days prior to their taking effect and if any such changes are considered material adverse changes, the parties will endeavour to agree such changes. If the parties fail to agree such changes, You may terminate this Contract upon 30 days notice. It is agreed that if You terminate the Contract pursuant to this clause 14.1, You shall not be liable to pay an Early Termination Charge.

14.2 If We, or Our network sub-contractor, change the location of any Service Equipment and/or KCOM Equipment at Your request, You shall pay all reasonable Charges for any re-connections and associated work.

15 CHARGES AND PAYMENT TERMS

15.1 The Charges in relation to each Service shall comprise an installation charge (for all new and upgrade installations) and an ongoing monthly rental service charge.

15.2 You will pay Us all appropriate Charges at the rates, times and frequencies as set out in this clause 15.

(a) The installation charges will be payable on or prior to the Service Start Date for the applicable Service.

(b) The monthly rental Charges payable in relation to each Service will be payable monthly in advance commencing on the Service Start Date, unless otherwise stated on the Order.

15.3 If We issue invoices to You for the Service electronically via the Portal. We will notify You that Your invoice is available by email to the email address stated on the Order. You must ensure that the email address is correct and shall notify Us immediately if Your email address changes. The invoice shall be deemed received by You, 2 days after We send notice to You (to the email address provided by You), that Your invoice is available. We reserve the right to issue a paper invoice to You should We deem it appropriate in Our sole discretion.

15.4 Following the expiry of the Initial Term, We may increase the Charges by giving You 30 days prior notice. Notwithstanding the provisions of clause 1.1, You may terminate this Contract on 30 days written notice if You do not want to pay the increased Charges.

15.5 All Charges due under this Contract will be payable within 30 days of the date of the relevant invoice (the "Due Date") and will be paid in full without any set-off, deduction or withholding of any kind. If You have chosen to make payment of the Charges by Direct Debit, We will give You 14 days prior notice of Our intention to request payment from Your bank account. We reserve the right to charge daily interest on any outstanding amounts from the Due Date until payment is received in full at a rate equal to 4% per cent per annum above the base rate of National Westminster Bank Plc as current from time to time whether before or after judgment. In addition We may suspend the Service until all Charges have been paid in full pursuant to clause 2.5(h).

15.6 All Charges are exclusive of value added tax and any other applicable taxes.

15.7 Where any Charges or other monies properly due to Us or any member of the KCOM Group under this Contract or any other agreement are outstanding We will be entitled to offset such payments against any payments due from Us or any member of the KCOM Group to You under this Contract or any other agreements under which You or any member of the KCOM Group provides You with telecommunications or data services.

15.8 If, at any time during this Contract, in Our reasonable opinion Your financial standing changes adversely or You persistently default in paying the Charges then We may request a reasonable security deposit against non-payment. If You fail to provide such security deposit within 10 Working Days then We may suspend and/or terminate this Contract with immediate effect by giving written notice.

16 TERMINATION

16.1 If either party is:

(a) in breach of any provision of this Contract and fails to remedy such breach within 30 days' of written notice to do so;

(b) unable to pay its debts as they fall due or threaten to suffer any resolution to wind up the business or enter into involuntary or compulsory liquidation or have an administrator, administrative receiver, receiver or any analogous officer appointed over all or part of its assets;

then the other may immediately upon notice in writing (without prejudice to any other rights and remedies it may have) terminate (either in whole or in part) this Contract.

16.2 We may terminate this Contract (either in whole or in part) with immediate effect if:

(a) You are in breach of clause 7.1 or 7.2 as breach may be a criminal offence and/or cause serious harm to Our reputation; and/or

(b) Our authorisations to provide the Services are altered in a way that is material to the Service.

16.3 We will continue to provide the Services in accordance with Clause 2 until termination of this Contract but if:

(a) You are late in making any due payment, or

(b) We become entitled to terminate this Contract early for any reason, or

(c) You break any material term of another contract with Us or another company in the KCOM Group,

then We may partially or completely suspend the Services without limiting Our ability to enforce other remedies that may be available. While the Services are suspended You must continue to pay the Charges.

16.4 If You choose to terminate this Contract prior to the end of the Initial Term, other than pursuant to clause 16.1, You must give Us not less than 30 days written notice and pay Us an early termination charge ("**Early Termination Charge**"). The Early Termination Charge will be the monthly rental Charge multiplied by the number of remaining months of the Initial Term.

16.5 You acknowledge that Our Charges have been calculated on the basis that this Contract will continue until the end of the Initial Term as We may have spent money on set up costs and accordingly agree that it is

reasonable for Us to require the payment of the Termination Payment as calculated above.

16.6 Upon termination of this Contract You will cease to use the Service and will pay to Us all outstanding Charges due up to and including the date of termination.

16.7 Following the expiry of thirty (30) days from the date of termination of the Contract, We will delete Your Data from the Kingston Equipment, without any liability for loss or damage.

16.8 The expiry or termination of this Contract will be without prejudice to any other rights either party may be entitled to and will not affect any accrued rights or liabilities of either party.

17 LIMITATION OF LIABILITY

17.1 Both parties accept liability for death or personal injury resulting from its own negligence or that of its employees, sub-contractors or agents.

17.2 We warrant that We will provide the Service to You in accordance with the terms of this Contract. All other conditions, warranties, terms, undertakings and obligations express or implied by statute (including, without limitation, those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to Us), common law, custom, trade usage or otherwise and all liabilities (if any) are excluded.

17.3 We will in no circumstances be liable to You in contract, tort (including negligence) or otherwise for any loss of business; loss of data; loss of profits; loss of goodwill; loss of anticipated savings even when advised of the possibility; loss of revenue or; any indirect or consequential losses, liabilities or costs.

17.4 Both parties accept liability in respect of damage to the others tangible property resulting from its or its employees' negligence up to an aggregate of £2,000,000 (two million pounds).

17.5 Other than in respect of clause 17.1 and 17.4 and subject to clause 17.3 Our maximum aggregate liability in contract, tort, negligence or otherwise arising out of, or in connection with this Contract will be limited in aggregate to the greater of:

(a) £250,000; and

(b) the value of the Charges paid by You in the preceding Contract Year (the "**Liability Sum**").

In the event that a Contract Year has not elapsed from the Service Start Date, the Liability Sum will be calculated by multiplying the monthly average Charges incurred over the elapsed period by 12.

17.6 We will not be liable to You in any circumstances for or in connection with any merchandise, information, and/or products provided or accessed via the internet.

18 FORCE MAJEURE

Neither party will be liable to the other for any loss or damage caused to or suffered by the other as a direct or indirect result of the supply of the Services being prevented, restricted, hindered or delayed by reason of any circumstance outside of the first party's control. If either party is prevented from performance of its obligations for a continuous period of 3 months either party may terminate the Contract by giving written notice.

19 GENERAL

19.1 This Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Contract.

19.2 Each of the parties acknowledges and agrees that in entering into this Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as set out in this Contract. Nothing will operate to limit or exclude any liability for fraud.

19.3 Should any provision of this Contract be held to be void or voidable the remaining provisions of this Contract will continue in full force and effect.

19.4 No forbearance, delay or indulgence by either party in enforcing the provision of this Contract will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any past or subsequent breach.

19.5 Members of KCOM Group may enforce their rights under 15.7 but no other person or body who is not a party to this Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract (but this does not affect any rights or remedies of a third party which exist or are available apart from that Act).

19.6 You may not assign the whole or part of this Contract without Our prior written consent such consent not to be unreasonably withheld.

19.7 We may assign this Contract to any company which from time to time is part of the KCOM Group.

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19.8 Subject to clause 19.7, We may not assign this Contract to any other third party without Your prior written consent such consent not to be unreasonably withheld.

19.9 We shall use reasonable endeavours to meet any delivery time, date or period. However, such dates shall be regarded as estimates and We shall have no liability to achieve any such time, dates or periods.

19.10 We reserve the right to vary these terms and conditions to the extent necessary to take into account any changes to Industry Agreements and any relevant Legislation. Any other variations must be in writing and agreed between the parties.

19.11 Any notice under or in connection with this Contract shall unless otherwise agreed be in writing and may be delivered by hand to or sent by first class post or by facsimile (confirmed by post) to the company secretary at the address of the party concerned set out in this Contract or any other address notified from time to time.

19.12 Any notice addressed as provided in clause 19.11 shall be deemed to have been given or made on the second Working Day after posting if sent by first class post upon delivery if delivered by hand and if sent by fax on the next Working Day after the date of transmission provided the sender's facsimile machine produces a report showing successful transmission to the correct facsimile.

19.13 We use Your information (which may include individuals within Your organisation's personal data) ("**Customer Information**") for the purposes of administering this Contract including handling orders, billing, processing payments, payment collection and communicating with You regarding the Services. We may pass this Customer Information on to third parties or other members of the KCOM Group: (a) to undertake these functions on Our behalf; or (b) if required by law.

We may also contact Your organisation (including individuals within Your organisation) by letter, telephone or e-mail with details of Our services that may be of interest. If an individual does not wish to receive marketing material from Us then please notify us by emailing marketing@eclipse.net.uk.

As We continue to develop our business, members of the KCOM Group may be sold and any relevant Customer Information may be transferred as part of the sale, subject to the terms of this clause

19.14 This Contract will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

20 DATA PROTECTION

20.1 It is agreed that You are the Data Controller and We are the Data Processor with those expressions having the meaning given to them in the Data Protections Act 1998 (the "Act").

20.2 The parties acknowledge that in providing Services to You, We may process Personal Data including without limit transferring it outside the European Economic Area and/or disclosing it to third parties.

20.3 We shall:

(a) put and in place adequate, technical and organisational security measures so that the confidentiality of this processing complies with the Act; and

(b) only act in accordance with Your instructions as reasonably necessary for the provision of the Service when processing Personal Data.

20.4 You shall:

(a) comply fully with all of Your obligations under the Act and not cause Us to be in breach of the Act;

(b) obtain adequate consents from Your customers and/or employees for any transfer of Personal Data;

(c) be responsible for the instructions You may give Us regarding the processing of Personal Data; and

(d) notify Us in advance if You require Us to process Sensitive Personal Data on Your behalf and the nature of such Sensitive Personal Data and state what (if any) additional measures You require Us to take in relation to the processing of such Sensitive Personal Data.

21 DEFINITIONS

21.1 Except where the Contract otherwise requires the following terms shall have the following meanings the singular shall include the plural and one gender shall include all genders:

"Acceptable Use Policy" Our acceptable use policy which We may amend from time to time and which We will place on Our web site;

"Charges" any set up charges for new and Service Regrade installations, any rental charges, additional usage charges, ad hoc charges or other charges payable by the Customer as detailed in this Contract;

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

"Contract" means these Terms and Conditions and all other parts of this document and any of the same as may be amended from time to time;

"Commencement Date" means the date of this Contract;

"Content" the content placed on Your web site for which You remain fully responsible (whether by You or by a third party User);

"Contract Year" a period of 12 months from and including the Service Start Date and each consecutive 12 month period thereafter;

"Cure Period" has the meaning given in clause 2.5;

"Customer Supplied Software" the applications which You will run on the Services Equipment (including any updates, upgrades and modifications) which You will remain responsible for;

"Customer Equipment" any equipment provided by You to enable Us to deliver the Service to You as specified in the Contract;

"Data" the data that is stored on the Kingston Equipment by Your use of the Services;

"Early Termination Charge" has the meaning given in clause 16.4;

"Equipment" the Customer Equipment and the KCOM Equipment collectively;

"Force Majeure Event" an event of force majeure as that term is described in clause 18;

"Industry Agreements" any standard industry agreements or third party agreement which impact upon Our ability to provide the Service;

"Initial Term" the period of time, which shall be either one (1) month or twelve (12) months in duration, as stated on the Order and which commences on the Service Start Date. "Term" means the Initial Term together with any further period during which We provide Service to You pursuant to clause 1.1;

"Internet Network" Our infrastructure at the Site which is connected to the internet via Our high bandwidth fully meshed national IP network;

"KCOM Equipment" the equipment located at the Site that We provide and use to deliver the Service to You but which We shall also use to provide services to Our other customers;

"KCOM Group" Us, Our holding company, Our subsidiaries and any subsidiaries of our holding company. The terms "subsidiary" and "holding company" have the meanings ascribed to them by Section 736 and 736A of the Companies Act 1985 (as amended);

"Legislation" all Acts of Parliament and statutory regulations, instruments or orders and codes of practice and all applicable European Union laws, treaties, directives and other legislation as any of the same may be amended or replaced from time to time;

"Personal Data" and "Sensitive Personal Data" have the meaning given to those terms under the Data Protection Act 1998;

"Portal" means an area on Our website through which You can access Your account details and view invoices;

"Order" the document which describes Your requirements and which will be used by Us to identify the Services provided by Us;

"Proposed Start Date" the date specified in the Order or as amended on which the Service is due to be made available to You;

"Redistribution Software" the software described in clause 9.3.

"RIPE" (Réseau IP Européens) the organisation that assigns TCP/IP addresses to Internet Service Providers and their customers in Europe.

"Server Software" means software that provides services or functionality on a computer acting as a server.

"Service" the provision of those hosting services that are selected by You including installation and maintenance of the Services Equipment and access to the Internet using high access bandwidth which We will provide to You from Our Site as specified in the Contract;

"Service Elements" means the technical aspects of the Services including bandwidth, memory or any other element of the Services;

"Services Equipment" the managed hosting hardware and software which is detailed in the Contract that is dedicated to You for the Term and which We use in addition to the KCOM Equipment to provide and deliver the Service to You including embedded firmware and any updates, upgrades and other modifications which We provide under this Contract and any associated user manuals and other documentation;

"Service Regrade" means changes to certain elements of the Services, as agreed by Us, pursuant to clause 9;

"Service Standards" the Service levels set out in the Contract;

"Service Start Date" the Proposed Start Date or if different the date upon which the Service is made available for use in accordance with the terms of this Contract;

"Site" means the site from which We will provide the Services to You;

"Solution" the totality of the Services which We provide to You on the terms of this Contract and the applicable Service Standards which together make up the Solution;

"User" any individual or organisation authorised by You to use the Service;

"We/Us" KCOM Group PLC, trading under the name Eclipse Internet (registered number 2150618) whose registered office is at 37 Carr Lane, Hull, HU1 3RE;

"Working Day" Monday to Friday inclusive except for UK bank and public holidays;

"You" or "Your" means the person or company to whom the Service is provided.

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Service Standards

1 INTRODUCTION

These Service Standards define the commitments we make to you.

Any changes, modifications, additions or deletions to these Service Standards will be provided to you in writing 30 days prior to such change coming into effect.

1.1 Service Description

(a) Managed Server Hosting

The service is provisioned with the appropriate Operating System installed. Managed servers are dedicated to one (1) customer only. There is no server sharing, so full administrative rights to the server are provided.

Windows servers are accessed via Remote Desktop and Linux servers via secure shell (SSH).

All servers are deployed on a virtual machine platform, built on VMWare's Virtual Infrastructure. This enables servers to be deployed quickly due to the automation engine that has been developed. Our Service offerings are described below.

	Windows Server options	Linux Server Options
Processor equivalent	2.0 Ghz 2.6Ghz 2x2.6Ghz	2.0 Ghz 2.6Ghz 2x2.6Ghz
RAM	512MB - 4GB	512MB - 4GB
Operating System	Windows Web Edition Standard Edition	Red Hat 4 Update 4
SQL Software	(requires Windows Standard Edition) SQL Work Edition SQL Standard Edition	MySQL Included
Disk Space	18GB - 288GB	18GB - 288GB
Backup – 4 x daily + 1 x weekly full	Excluded or Included	Excluded or Included
Internet Connection	Capped or Unlimited	Capped or Unlimited
Firewall	Included	Included
IP Addresses	5 useable	5 useable
Monitoring	Included	Included

1.2 Service Details

Site environment

Managed Hosting Services are offered from our Site. Physical access to the Site is strictly controlled. The Site is continuously monitored using 24-hour security guard surveillance and closed-circuit television (CCTV). The Site environment is rigorously controlled.

Change Requests

You must designate a contact for the Service. Requests for changes to the Service must come only from the designated contact.

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Security Updates

All operating systems are fully tested before being released into an operational environment. Additionally, all operating system updates will be carried out by us. We will update each of the operating systems by patch updates. We will notify you of such updates via the Status Page on the portal. Following the patch update, we will perform a server reboot (if necessary) to enable the update on the server. If, for any reason, you refuse to allow these updates, then any existing server Service Standards will no longer be considered valid.

Remote administration

Remote administration of Windows servers is achieved using Microsoft Remote Desktop ("**RDP**") allowing full administration access to the Windows 2003 server. In addition, in order to heighten security all data is encrypted.

You will require a Microsoft Remote Desktop Client from Microsoft to be installed on the PC you use for remote administration of your server.

Remote administration of Linux Servers is achieved using Secure Shell ("**SSH**"). SSH encrypts all data transferred, including usernames and passwords. To access the server, you will therefore require an SSH client.

Uploading Content

Content may be uploaded to your solution using standard file transfer protocol services from your windows desktop.

Hardware Maintenance

We are responsible for maintaining the KCOM Equipment and the Services Equipment. Should any server downtime be required, for instance to replace faulty hardware, we will notify you via the Status Page on the portal. Our Service includes repair and replacement of any defective hardware, in addition to the installation of any hardware upgrades. Software maintenance includes upgrades to the operating system and other supporting system software. Any scheduled maintenance will normally be notified to you via the Status Page on the portal at least 24 hours in advance of it taking place, unless there is an emergency.

IP Addresses

Each of our managed hosting servers is provisioned with five useable IP addresses. Additional IP addresses may be available on request in accordance with the RIPE registration process. All IP addresses assigned by us are, and will remain, our property at all times. These will be reassigned and reused by us for other customers upon termination of your Service. For operational reasons, it is not possible for customers to use their existing IP addresses for our Service.

Bandwidth

Bandwidth is offered on a capped or unlimited basis. The capped service is limited to 200GB usage per month. Once the Service is live, upgrade requests will be dealt with within 2 working days during business hours (9am-5pm, Monday to Friday). Additional charges will apply from the date of upgrade.

Managed Backup and Restore Service

The Windows and Linux Option 1 Service, does not include Managed Backup and Restore Services, but has an optional charge. All other Options do include Managed Backup and Restore Services. Your managed hosting servers will be backed up. This provides one (1) full file system backup per week per server, with four (4) incremental backups per week. A storage limit of 100GB per server applies. Applications (such as databases, Exchange server) will not be backed up. A different server backup service and charges would apply. Backups are not taken on weekends. One full restore per server per month is allowed without additional charge.

The backup window is Monday to Friday 20:00 to 08:00, with back-ups starting every 30 minutes between 20:00 and 05:30.

Firewall Service

A shared or virtual firewall service is provided. The firewall is set to allow the following application ports.

The firewall policy for the servers is:

FTP	PING
HTTP	POP3
HTTPS	SMTP
PC-Anywhere	SSH

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terminal_services	8080
VNC	mySQL
IIS_ADMIN	HPSMH
IMAP	ssh_222
Plesk	

All other application ports are blocked. The filtering settings on each security level are fixed and cannot be altered for individual customers.

2.1   Our Obligations

We will notify you to confirm receipt of your order. We will send a second email to confirm that your service has been provided.

3.1   Our Obligations

We will use all reasonable endeavours to provide the Services 24 hours a day throughout the year. Our Service Availability obligation will be achieved if the Services are available for 100% of the time during each calendar month, commencing on the Service Start Date.

Failure to meet the Service Availability standard may entitle you to claim compensation in accordance with Section 6 of this Service Standard.

3.2   Restrictions

(a)   Planned Outages

Planned Outages caused by the carrying out of any planned Maintenance Services on the KCOM Network or on any KCOM Equipment previously notified to you shall not be deemed occurrences of unavailability for the purposes of calculating Service Availability under this Service Standard. Planned outages may occasionally be necessary for us to carry out essential Maintenance work or network upgrades, these will be kept to a minimum.

Except in an emergency or when circumstances are beyond our reasonable control, we will give you at least 24 hours prior notice of all planned maintenance via the Status Page on the portal.

(b)   Customer Responsible Faults

Outages which are the result of Customer Responsible Faults shall also not be included when calculating the Service Availability. In the event that a Fault is identified as being attributable to the action of the Customer, employees or agents of the Customer, the Fault shall be deemed the responsibility of the Customer. Any service unavailability shall not be included in the Service Availability calculation.

In the event that you become aware of any Fault or a breakdown in the operation of the Services, you should notify us immediately by contacting the Technical Support Centre.

Faults can be reported to us either:

on-line, 24 hours a day, throughout the year; or

through our Technical Support Centre, The telephone numbers for the Technical Support Centre are as follows:

- 08:00 to 20:00 weekdays and 09:00 to 17:00 Saturdays - 0845 1224 333; or
- Any other time - 0870 493 6310.

Please ensure when contacting the Technical Support Centre you have the following relevant details to hand.

1. Organisation name & address.

2. Details of the Services provided to you by us.

3. Contact name and relevant security details.

4. The nature of the fault.

4.1   Faults Procedure

1. The following outlines the procedure for Faults reported by you.

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2. You call the Technical Support Centre to report a fault.

3. The Technical Support Centre staff will log details of the fault on our faults system and issue you with Fault Reference Number.

4. The Technical Support Centre's service engineers will raise a Fault record and will use reasonable endeavours to diagnose and resolve the Fault.

5. If necessary the Fault will be escalated by us as we consider necessary, in order to rectify the Fault as speedily as possible.

6. We will regularly update you on how the Fault is being progressed, and all action taken in resolving the Fault, including contacts with yourself, technical escalations etc will be recorded in the Fault ticket report.

7. When the Fault is resolved, we will confirm to you that the Fault has been resolved and obtain your agreement to close the Fault.

4.2   Fault Escalation

Fault escalation procedures can be invoked in the following situations:

> If a reported Fault exceeds the TTRF
>
> Where an individual Fault condition is particularly sensitive and is deemed to be business affecting and a quicker resolution may be necessary.

You may at any time during the Fault request immediate escalation. Escalation may be via the appropriate KCOM contact or on a direct peer to peer level. All requests are to clearly state the reason for escalation and any subsequent actions will be recorded on the KCOM Fault management system. We will use our best endeavours to respond as promptly and quickly as possible.

In the event that you wish for a change to be made to the Service, and provided that it is within the scope of this contract, you should use the Customer Control Panel on the portal.

5.1   Our Obligations

The Time To Resolve Faults obligations for the Services are shown in Table 2:

Table 2

	TTRF
Service Affecting Faults	4 hours

Failure to meet the TTRF obligation for Service Affecting Faults may entitle you to claim compensation in accordance with Section 6 of this Service Standard.

5.2   Restrictions

The TTRF period shall begin once you notify the Technical Support Centre of the fault and a Fault Reference. The TTRF period shall cease upon notice to you by the Technical Support Centre of resolution of the fault. We will record the duration of the TTRF period in order to be able to comply with our obligations under Section 5.

For Non-Service Affecting Faults, we ensure that there is an effective management of faults.

If you require an update on the status of the fault, you should contact the Technical Support Centre.

Where we fail to comply with these Service Standards, you shall be entitled to the following service credits.

6.1   Service Availability

In the event that we fail to meet the Service Availability, except for Restrictions stated above, you have the right to claim service credits as detailed in Table 3.

Table 3 – Service Credits

Service Availability	100% - 99.86% (less than 1 hour)	99.85% – 99.72% (less than 2 hours)	99.71% – 99.58% (less than 3 hours)	99.57% – 99.44% (less than 4 hours)	99.43% or less (more than 4 hours)
Service Credit Available	3% of monthly Charges	6% of monthly Charges	9% of monthly Charges	12% of monthly Charges	15% of monthly Charges

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Claims in a calendar month are limited to a maximum aggregate amount of 15% of the total monthly charge in any calendar month and shall not be paid unless the value of the claim for all Service Credits in any month exceeds £5.

The figures in brackets are provided for reference only and represent the amount of downtime for which the relevant Service Credit is payable.

6.2   Fault Management

In the event that we fail to meet the TTRF for Service Affecting Faults, except for Restrictions mentioned above, you have the right to claim service credits as detailed in Table 4.

Table 4 – Service Credits

Hours past TTRF	Service Affecting Faults
0 - 4	2% of monthly rental charges
4+	5% of monthly rental charges

Claims are limited to a maximum aggregate amount of 5% of the total monthly charge in any 24-hour period and 10% of the total monthly charge in any calendar month and shall not be paid unless the value of the claim for all Service Credits in any month exceeds £5.

6.3   Payment of Service Credits

All claims must be submitted via the Customer Control Panel on the portal within 30 working days (dependent on the type of claim), from either:

the end of the month (Service Availability)

the date the fault was notified to us (fault management).

Credit notes will be issued which can only be used to offset future Charges

Customer Responsible Faults

In the event that a Service Affecting or Non-Service Affecting Fault is identified as being attributable to Customer Equipment, customer software, content, any actions or omissions of you or your employees or agents the fault shall be deemed your responsibility. Any service unavailability shall not be included in Service Availability calculations.

Fault Reference Number

The unique number issued when logging a fault with us.

Non-Service Affecting Fault

A fault or condition which is not a Service Affecting Fault.

Planned Outage

All necessary equipment maintenance or network upgrades will, wherever possible, be planned to avoid any interruption to the provided Service. In general planned work would be scheduled at low traffic periods to minimise any disruption.

Except in an emergency, or when events outside our control do not allow, We will provide 24 hours notice to You of any planned works that will affect the availability of the service via the Status Page on the portal. All maintenance operations are controlled by internal procedures. All notifications will be notified to you via the Status Page on the portal. Any planned downtime shall not be included in fault or Service reliability measurements.

Service Affecting Fault (SAF)

Any failure of the Service, KCOM Equipment or the KCOM Network which materially affects your Use of the Service. In such cases the length of downtime will be recorded by Us from when the Fault is registered either by You or Us. Examples, the inability for You or Your Customers to access the Service.

Service Measurement Period

Service Availability for the purpose of this contract shall be measured as the availability of the Service over a 30 day month or 720 hours in a month.

Service Availability

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The time for which our Service is usable, expressed as a percentage of the time during the Service Measurement Period. A Service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside of our control (including any force majeure events), a Customer Responsible Fault, a Third Party Attributable Fault or is due to a Planned Outage.

The following formula shall be used to calculate the Service Availability figure:

$$\text{Availability \%} = \frac{H - zh}{H} \times 100$$

Where: H is the number of hours in a month, being 720 hours on the basis of a 30 day month; and

zh is the number of hours (or part hours) during which the Service is unavailable.

Downtime commences when the Fault has been logged and time stamped on the fault tracking system and the unique ticket number has been given to the customer and concludes when both parties agree that the fault has been cleared (see Restrictions).

Time To Resolve Fault (TTRF)

The length of time from the issue of the Fault Reference Number to restoration of the Service.

Third Party Attributable Faults

In the event that a Service Affecting Fault is identified as being attributable to a third party (i.e. neither you nor us) downtime shall not be included in Service Availability Measurements. Such faults do not qualify for service credits. We will try to rectify such Third Party Attributable Faults as soon as reasonably practicable.

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