Managed Hosting Services Terms and Conditions

1. ADDITIONAL DEFINED TERMS

Some words used in these Product Terms for Managed Hosting have particular meanings:

"**Hosting Services**" means ITS's provision for your use of the Hosted System described in the Services Description.

"**Personally Identifiable Information**" or "**PII**" means a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health or other data or attribute, such as a combination of the individual's name, address, or phone number with the individual's national insurance number or other government issued number, financial account number, date of birth, address, biometric data, mother's maiden name, or other "Personal Information".

"**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 a team leader, account manager, and support specialists with training and experience in hosted systems;

(ii) availability of live support twenty four hours per day, seven days per week, year round; and

(iii) any specific support services described in the Services Description;

2. DEPLOYMENT

2.1 Deployment Guarantee. Unless otherwise stated in the Hosting Services Agreement, and except for any Non-excludable Rights, ITS does not guarantee a deployment timeframe but will use reasonable efforts to deploy the server(s) as described in your Services Description (the "Server(s)") promptly. ITS may, from time to

time, agree to provide a guaranteed deployment timeframe (a "Deployment Guarantee") for an additional fee. Where such Deployment Guarantee is agreed, ITS will deploy the Server(s) by the date stated in the Hosting Services Agreement, provided that you promptly provide all information that we reasonably request from you to complete deployment. Servers are deemed deployed as of the time that ITS generates an email message to you that includes the information needed to allow you to transfer information to and from the Server(s). Apart from any rights and remedies you may have under law in relation to Non-excludable Rights, your sole and exclusive remedy for our failure to meet the Deployment Guarantee shall be a credit equal to the amount of the fee paid for the Deployment Guarantee service. 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 you request (orally or in writing) that we deploy your servers by a specific date or on an "expedited" basis for no additional fee, then the Deployment Guarantee shall not apply, and we commit only to using reasonable effort to deploy the Server(s) by the date requested.

3. ENCRYPTION OF PERSONALLY IDENTIFIABLE INFORMATION

The General Terms and Conditions require you to use reasonable security precautions in light of your use of the Services. For the Hosting Services, this includes encrypting any PII transmitted to or from, or stored on, the ITS servers or storage devices you use.

4. SERVICE LEVEL GUARANTEES

4.1 Network. We guarantee that our data center network will be available 99.5% of the time in a given month, excluding Maintenance. The data center network means the portion of the ITS network extending from the outbound port on your edge device to the outbound port of the data center border router and includes ITS managed switches, routers, and cabling. We will credit your account 5% of the monthly fee for each 30 minutes of network downtime, up to 100% of your monthly fee for the affected server(s).

4.2 Infrastructure. We guarantee that data center HVAC and power will be functioning 100% of the time in a given month, excluding Maintenance. Power includes UPSs, PDUs and cabling, but does not include the power supplies on your servers.

Infrastructure downtime exists when a particular server is shut down due to power or heat problems. ITS will credit your account 5% of the monthly fee for each 30 minutes of infrastructure downtime, up to 100% of your monthly fee for the affected server(s).

4.3 Hardware. We guarantee the functioning of the following dedicated, ITS-provided hardware: (i) servers, firewalls, and load balancers; (ii) attached storage devices; and (iii) network attached storage devices. Hardware repair or replacement will begin once we identify the cause of the problem. Hardware repair or replacement is guaranteed to be complete within four (4) hours of problem identification for network attached storage devices and within eight (8) hour of problem identification for all other hardware covered by this guarantee. We will credit your account 5% of the monthly fee per additional hour of downtime (after the initial eight (8) hours or eight (8) hours for repair or replacement, as applicable), up to 100% of your monthly fee for the affected hardware. This guarantee excludes the time required to rebuild your system, such as the time required to configure a replacement device, rebuild a RAID array, reconfigure devices from their default settings, and reload operating systems and applications.

4.4 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.

4.5 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 contact your account manager within ten (10) days of the occurrence of the event giving rise to the credit. The Service Level Guarantees are contingent on ITS having full logical access to your configuration. No credit will be due if the credit would not have accrued but for your restriction of ITS's logical access to your configuration.

4.6 Data Center Upgrades. We are constantly upgrading our data center facilities and in order for you to benefit from these upgrades, you agree that we may relocate your servers within our data centers, make changes to the provision of the Services, URLs

and your IP addresses and may establish new procedures for the use of the Services. We may also make changes to DNS records and zones on ITS operated or managed DNS servers as we deem necessary for the operation of the shared network infrastructure. In each case we will give you reasonable advance notice and use all reasonable endeavors to minimize the effect that such change will have on your use of the Services.

4.7 Maintenance. For the purposes of the Service Level Guarantee, Maintenance shall mean:

4.7.1 ITS maintenance windows - modification or repairs to shared infrastructure, such as core routing or switching infrastructure that we scheduled at least 72 hours in advance, that occurs during off peak hours in the time zone where the data center is located

4.7.2 Scheduled customer maintenance – maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades;

4.7.3 Emergency maintenance – critical unforeseen maintenance needed for the security or performance of your configuration or ITS's network.

4.8 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 100% 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.**

4.9 Requests/ Currency. You must request a credit in writing either via a support ticket or by postal mail no later than fourteen (14) days following the occurrence of the event giving rise to the credit. You will bear your own costs of requesting a credit. We will contact you within 30 days to approve or reject the claim or to request more information. If the claim is approved, the credit will appear on your monthly invoice following approval.

4.10 The guarantees provided in this Agreement are in addition to any rights and remedies you may have under law in relation to Non-excludable Rights.

5. TERM

The initial term of the Agreement begins on the Service Commencement Date (unless otherwise provided in Section 2.2 (*Delayed Deployment*)) and continues for the period stated in the Services Description. Upon expiration of the initial term, we may offer you the option of renewing the Agreement for one or more additional terms having a fixed number of months. If you do not renew the Agreement for a fixed term, it will automatically renew for successive extended terms of three (3) months each unless and until one of us provides the other with at least ninety (90) days advance written notice of non-renewal. If you add service elements to the Hosted System by a subsequent agreement, we may use the word "coterminous" to describe the initial term of the subsequent agreement for those additional elements. If the term of an agreement is "coterminous," the initial term of that agreement shall expire of the last day of the initial term of the agreement that initially established the Hosted System.

6. FEES

6.1 Your first invoice will include: (i) a Setup Fee (if applicable); (ii) a One Time Fee (if applicable); (iii) a monthly recurring fee; and (iv) a Pre Pay Service(s) fee (if applicable). The monthly recurring fee shall be prorated from the Service Commencement Date to the last day of the calendar month (subject to any free time as agreed between you and ITS). We may require you to make a payment ahead of the Service Commencement Date (an "Upfront Payment"). We will offset such Upfront Payment against the initial invoice(s) that we raise against your account. Following Service Commencement Date, the monthly recurring fee shall be billed in advance at the beginning of each calendar month. "Utility Fee", which refers to those fees that apply to Services priced on usage, such as Virtual Machines, email and apps, bandwidth charges and overages, shall be billed monthly in arrears. If we agree to you prepaying for the whole or any part of the term, such prepay amount is exclusive of all Utility Fees. The term Utility Fees may be used interchangeably with the term "Non-Recurring Fees".

6.2 If you use ITS's virtualization services, your virtual server(s) will be active on the Service Commencement Date. ITS will invoice you for your virtual service in arrears based on the number of calendar days in each billing period that your virtual servers are set to "active". You will be charged a full day's rate regardless of whether your virtual servers are set to "active" for a full or partial day.

6.3 Fees are due within five (5) days of invoice date. If you have arranged for payment by credit card or direct debit, ITS may charge your card or account on or after the invoice date.

6.4 If any amount is overdue by more than thirty (30) days, ITS may:

6.4.1 charge interest on overdue amounts at 1.5% per month;

6.4.2 suspend all Services, and services provided pursuant to any unrelated agreement, if you do not pay the overdue amount within four (4) Business Days of our written notice to your billing contact. You agree that if your Services are reinstated after a suspension for non-payment, you will pay a reasonable reinstatement fee.

6.5 In the event ITS brings a legal action to collect due to late payment of valid invoices, you must also pay ITS's costs of collection, including reasonable legal fees, expenses and court costs.

6.6 If your payment is returned for insufficient funds, we may charge you an administration fee up to the maximum amount permitted by law.

6.7 Invoices that are not disputed within one (1) year of invoice date are conclusively deemed accurate.

7. FEE INCREASES

7.1 Increase in Average Consumer Prices. If during the initial term or any renewal term there is an increase in the Consumer Price Index, we may increase your fees by

the same percentage increase; provided that we may not increase your fees under this subsection more often than once per twelve (12) months, and we must give you at least thirty (30) days advance written notice of the increase.

7.2 Increase During Month-to-Month Term. If following the expiration of the initial term or any renewal term you do not sign a renewal of your Agreement, but continue to use your Services on a month-to-month basis as described in Section 5 (*Term*) above, then we may increase your fees at any time by any amount, in our sole discretion, on ninety (90) days advance written notice.

8. TERMINATION FOR CONVENIENCE

You may terminate this Agreement for convenience at any time on ninety (90) days advance written notice. Upon termination or expiration of the Agreement, or at any time upon your written request, we shall cooperate with you to plan and execute an orderly migration of hardware, software and processing services. Such plan must be in a mutually agreeable form.   All such assistance shall be charged separately, and must be paid for in advance.

9. EARLY TERMINATION FEE

If you terminate this Agreement for convenience or we terminate this Agreement for your breach, in addition to other amounts you may owe, you must pay an early termination fee equal to the total monthly recurring fees for the remaining portion of the then-current term. You will not be charged an early termination fee under this Section in the event you terminate this Agreement as part of an agreement to establish a replacement for the Hosted System in a different ITS service segment, even if the overall fees for the replacement system are less than those for the Hosted System, provided that the replacement system is the functional equivalent of the Hosted System.

10. MANAGED BACKUP

ITS's managed backup services are designed to facilitate restoration of data to the server or device from which the data originated in the event the primary data is lost or

corrupted. The quality of your backup depends on how your data is organized. If you purchase managed backup services, we recommend that you test your managed backup service promptly following the Service Commencement Date, and then periodically, to determine if it is capturing your data properly. If it is not, we will work with you to maximize the accuracy of our managed backup service for your data and/or help you identify other data backup solutions that may work better for you. In the event your primary server or device hardware fails and is replaced, we may not be able to restore your backed up data exactly as it was configured on the failed device. If this risk is not acceptable to you, then we will help you identify other data solutions that are more reliable in this situation. The "retention" period for your backup refers to the amount of time that we will retain the backup in a useable form for restoration to the server or device from which it originated. If you wish to preserve your backup after the time that this server or device is decommissioned, you must make arrangements with us at least seventy-two (72) hours in advance of the scheduled decommissioning of the server or device. Database duplications or "cloning" for purposes other than a restoration of lost or corrupted data as described in this paragraph are not included as part of your managed backup service, but may be arranged as a Supplementary Service for an hourly fee. We may choose to use either tape or disk to collect your data, in our discretion. Provided that we do not impair the security or reliability of your backup service, you agree that we may from time to time test our backup systems, and may use copies of your data as part of these tests. We will treat duplicate data in accordance with the same security standards applicable to your backup service.

11. DATA REPLICATION

If you purchase any services that involve data replication at a geographically separate site (such as our DNAS based replication services), then the following applies to your use of that Service: The rate by which the data at the primary site can be transferred to the secondary site will vary depending on the amount and type of data, constraints inherent in your Hosted System, and fluctuations in bandwidth availability. Therefore, at any given time, the secondary site may not be completely up to date. In the event of a

failover to the secondary site, the data that has not yet completed the transfer from the primary site will be lost. We may provide you with some guidelines on latency times based on our understanding of your data and system constraints, but these guidelines are not guarantees.

12. COLOCATION

If we host a device that you own in our data center, then the Colocation Addendum at http://www.remcom.net/legal/ as of the date you sign the order or agreement covering the colocation services is part of this Agreement.

13. VIRTUALIZATION

While your virtual servers are in an "inactive" status we will not install any software updates that we may have otherwise agreed to install. We will update your virtual servers when you return them to "active" status, but there could be a delay of up to twenty four (24) hours before the updates are fully installed.

14. VULNERABILITY TESTING

Vulnerability testing services involve inherent risks, such as data corruption and impaired performance of your Hosted System. If you ask ITS to provide vulnerability testing services, then you agree that ITS is not liable to you for any damages arising from the performance of the Services as agreed.

15. UNSUPPORTED CONFIGURATION ELEMENTS OR SERVICES

If you ask us to implement a configuration element (hardware or software) or hosting service in a manner that is not customary at ITS, or that is in "end of life" or "end of support" status, we may designate the element or service as "unsupported," "non-standard," "best efforts, " "reasonable endeavors," "one-off," "EOL," "end of support" or with like term in the Services Description (referred to in this Section as an "Unsupported Service"). ITS makes no representation or warranty whatsoever regarding any Unsupported Service, and you agree that ITS shall not be liable to you for any loss or

damage arising from the provision of the Unsupported Service apart from rights and remedies you may have under law in relation to Non-excludable Rights. The Deployment and Service Level Guarantees shall not apply to the Unsupported Service, or any other aspect of the Hosting Services that is adversely affected by the Unsupported Service. You acknowledge that Unsupported Services may not interoperate with ITS's other services, such as backup or monitoring.

16. IP ADDRESSES

Upon termination of the Agreement you must promptly release any Internet protocol numbers, addresses or address blocks assigned to you in connection with the Services (but not any URL or top level domain or domain name) and you agree that we may take steps to change or remove any such IP addresses.

These Product Terms for Managed represents the entire relationship between the parties and supersedes all previous written or other correspondence and agreements, understandings or communications, whether written or oral, as to the subject matter of these Product Terms for Managed.