



## SCHEDULE C

### Terms and Conditions for the provision of Dedicated Servers

**These Terms are to be read in conjunction with our General Provisions for the Supply of Services.** Unless the context otherwise requires initially capitalised terms used herein shall have the same meaning as when used in our General Provisions.

#### 1. Services

- (i) Details of our Dedicated Server Service ("Service or Services") can be found on our website at <http://www.gconnect.net/dedicated-hosting.php>
- (ii) Under our Dedicated Server Service we will provide a stable hosting environment with adequate storage space, cooled to minimise the risk of overheating, with bandwidth to a pre-agreed level and with a reliable source of power. We will ensure that connectivity up to the server Network Interface Card is maintained and tested regularly. For the avoidance of doubt where you provide your own server you will be responsible for all maintenance required. If you require access to our data centre to carry out planned maintenance you must provide us with reasonable notice. We will give you access within a service level target of 4 hours in the event of emergency.
- (iii) If you require a managed server you must specify this in your Order.
- (iv) In the event that your server is rented from us we will be responsible for all necessary maintenance to the server. In order to ensure good performance of the servers, we need to perform routine maintenance. This may mean that we need to take the server off-line. Where possible, we will perform such maintenance during off-peak hours. We will try to give you advance notice of any maintenance which requires the servers to be taken off-line by sending you an email to your notified email address and we will try to keep interruption to a minimum. Any emergency maintenance will be carried out within a service level target of 4 hours.

#### 2. Delivery of Services

We will use our reasonable endeavours to ensure that any supply installation and connection by us is effected on or about the estimated date that we give to you subject to our obtaining all necessary hardware. You acknowledge, however, that unless otherwise agreed in writing with us, any delivery date we give to you for the provision of Services is a guideline only and we do not guarantee that it will be met. Also, you acknowledge that any delays by third parties in providing Internet connectivity or other services are outside our reasonable control and we will not, therefore, be liable for any such delay.

#### 3. Duration

This agreement ("Agreement") for the provision of Dedicated Server Services will run for a minimum period of 12 months ("Minimum Term") beginning on the date we receive your signed Order. The Agreement will continue after the expiry of the Minimum Term for one or more further terms of 12 months unless and until terminated at the end of the Minimum Term or any extension by not less than one (1) month's notice in writing given by either party to the other. This Agreement is, for the avoidance of doubt, also subject to those provisions relating to termination set out in the General Provisions.

#### 4. Consequences of Termination

On termination, whatever the reason, all accrued Charges for the Services shall immediately become due and payable. If this Agreement is terminated before the end of the Minimum Term we shall nevertheless be entitled to all Charges for the full length of the Minimum Term. Termination shall be without prejudice to all and any claims that may have arisen prior to termination.

## 5. Charges

Charges for our Dedicated Server Services are available on application.

## 6. Your Obligations

- (i) You will notify us immediately if at any time you become aware of any unauthorised use of all or any part of the Dedicated Server Services.
- (ii) On unmanaged servers you are responsible for all software and, without limitation, you will take all necessary steps to maintain your operating system and will keep it patched and up to date as recommended by the manufacturer.
- (iii) You will take all reasonable precautions against viruses and other disabling devices.
- (iv) Except where you have a managed server package, you are responsible for all backups and we shall have no liability for any loss of data due to any failure on your part to back up data.
- (v) You will maintain and keep confidential all user names and passwords and not disclose them to any unauthorised party. If you have any reason to believe that any such confidential information has become known to an unauthorised party, you will inform us immediately.
- (vi) You undertake to allow us access at all reasonable times to perform maintenance or other actions necessary to ensure continued access to the Internet.
- (vii) You undertake that you have obtained or will obtain all necessary consents for the use of all content available from your server and, without limitation to the indemnity in our General Provisions that you will under no circumstances host any content which contravenes our Acceptable Use Policy (<http://www.gconnect.net/legal.php>).

## 7. Service Level

We undertake to provide you with 99.9% connectivity to the Network Interface Card calculated on a monthly basis. To the extent we fall below this level of service for any reason we will provide you with a credit of one day's service for each continuous full hour of downtime provided a request for a service credit is requested by email to [accounts@gconnect.net](mailto:accounts@gconnect.net) within 14 days of the service failure. Downtime will be calculated from the point at which you report a service failure to us via telephone.

## 8. Bandwidth

- (i) You are responsible for ensuring that your bandwidth does not exceed the allowance for the package/Service you have selected.
- (ii) If your bandwidth either exceeds the allowance for the package/Services you have selected or reaches a point where it has an adverse effect on other customers we reserve the right to:
  - 1. suspend the Services, without prior notice, until you can reduce your bandwidth usage within the agreed parameters; or
  - 2. charge you for the excess bandwidth usage, over and above your package allowance.

## 9. Liability

- (i) If you notify us of any failure or defect in a server provided by us, our sole obligation will be rectify the failure or fault and, if we have an alternative server for use, to make the same available to you.
- (ii) Subject as above our liability is limited as provided in our General Provisions.