



## **Hosting Services Policy**

This Hosting Service Policy sets out the terms and conditions for the provision by MSL Verteda Limited (“MSL Verteda”) to the Customer of the Hosting Service (“Hosting Service”). For the purposes of this Policy ‘MSL Verteda’ shall also mean its authorised subcontractor providing the Hosting Services.

### **1. Dedicated Service**

1. MSL Verteda will make available for the use of the Customer a dedicated server and or a hosted infrastructure to the Customer which shall be in the United Kingdom.
2. The Customer will not configure or allow any other person to configure a dedicated server in any way contrary to the original set up authorised by MSL Verteda.
3. The Customer acknowledges that the Customer is responsible for ensuring that any Customer equipment used to access hosted service does not suffer damage or data loss or corruption in the event of a power failure, power surge or similar electrical fault or phenomenon, and that MSL Verteda will not be liable in respect of losses arising out of such a fault or phenomenon.
4. For the avoidance of doubt, dedicated servers and infrastructure made available for use under the Agreement will remain the property of MSL Verteda or its sub-contractor at all times, unless stated otherwise.

### **2. Customer Responsibilities**

1. The Customer will be responsible for the activity and security of any equipment within the Customer IT environment, and for ensuring that such equipment functions properly.
2. The Customer is responsible for defining the data set to be covered by the daily backup.
3. The Customer will ensure that all iOS terminals using the System are configured to prevent automatic updates of new releases of the iOS platform.
4. If a problem or loss of Service results from changes made by the Customer without prior approval from MSL Verteda (including any made by failure of the Customer to comply with the provisions of paragraph 3 of this section), MSL Verteda’s only obligation will be to provide assistance where possible, however the nature of the fault may limit this to inserting the last backup tape for the Customer to recover data.
5. If the Customer makes changes to its IT environment, (including any made by failure of the Customer to comply with the provisions of paragraph 3 of this section), which MSL Verteda, acting reasonably, considers detrimental or harmful to the operation of the network, MSL Verteda reserves the right to suspend the Service on notice to the Customer and until it has been agreed by the parties, acting promptly, to resolve such issue. In the absence of any resolution within 24 hours of the Supplier’s notice, the matter shall be referred to the Dispute Resolution Procedure.

### **3. Acceptable use of the Hosting Services.**



- 3.1 The Customer shall not use or knowingly permit the Hosting Services to be used:
- a) in breach of any applicable laws and regulations (including without limitation any US and UK export laws and regulations);
  - b) in breach of any applicable national, state, local laws or regulation or codes of practice, including without limitation any laws governing the import of the Hosting Services or governing the content which the Customer makes available via the Hosting Services; or
  - c) in ways that infringe the rights of third parties, or in ways that interfere with other users of MSL Verteda's hosting network or the networks of third parties (including, without limitation, the distribution of chain letters or unsolicited bulk electronic mail ("spamming"); propagation of computer worms or viruses; using a false identity; attempting to gain unauthorised entry to any site or network; distribution of pornography, obscene or defamatory material; or infringement of copyrights, trademarks or other intellectual property rights.
- 3.2 Where MSL Verteda reasonably suspects that there has been a breach of the provisions of this paragraph 3, MSL Verteda may, without liability, suspend any or all of the Hosting Services and/or the Customer's access to any or all Hosting Services while it investigates the matter.
- 3.3 Any breach by the Customer of this Paragraph 3 will be deemed to be a material breach of this Agreement.
- 3.4 The Customer shall indemnify MSL Verteda for all claims, damages, loss and costs incurred by MSL Verteda which arise directly or indirectly as a result of a breach of this provision by the Customer.

#### **4. Downtime**

- The Customer's access to and use of the Services may be interrupted due to:
- 4.1 suspension for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Service attributable to a third party telecommunications operator;
  - 4.2 an act or omission of the Customer or its agents or sub-contractors or the equipment, circuits, software, applications or other facilities of the Customer; or
  - 4.3 power outages, system failures or other interruptions outside of MSL Verteda's control.
  - 4.4 MSL Verteda is not liable for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities including the Internet, and the Customer acknowledges that the Hosting Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. MSL Verteda shall not be responsible and disclaims all liability for, any loss, destruction, alteration or disclosure of Customer



data or any inability to use the Hosting Services in whole or part caused by the acts or omissions of any third party.

4.5 MSL Verteda may suspend some or all of the Hosting Services in order to carry out scheduled maintenance or repairs. MSL Verteda will use reasonable endeavours to ensure that the Hosting Services are not suspended under this paragraph during Normal Working Hours.

## 5. **Maintenance**

Maintenance work that may require the interruption of the Services (**Maintenance Events**) shall not normally be performed during Normal Working Hours. MSL Verteda may interrupt the Services outside of Normal Working Hours at any time on giving the Customer at least 12 hours advance notice, or where emergency maintenance is required, such advance notice as is reasonably practicable.

## 6. **Service Suspensions**

6.1 MSL Verteda shall be entitled, without any liability to the Customer, to suspend access to any portion or all of the Hosting Service on reasonable prior written notice to the Customer:

(a) for scheduled downtime to permit MSL Verteda to conduct maintenance or make modifications to any Service always provided that such scheduled downtime will be outside of Site Availability Hours (or such other time agreed between the Customer and MSL Verteda);

(b) in the event that MSL Verteda reasonably determines that any Service is prohibited by law or MSL Verteda otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons; or

(c) MSL Verteda believes that the Hosting Services are being used in breach of this Agreement and the Customer does not remedy the breach within 15 working days of written notice from MSL Verteda;

(d) there is an attack on the Hosting Services or the Hosting Services are accessed or manipulated by a third party without MSL Verteda's consent;

(e) MSL Verteda is required by law to suspend the Services; or

(f) MSL Verteda believes that suspension of the Services is necessary to protect MSL Verteda or its customers.



6.2 MSL Verteda shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any service suspension, always provided that MSL Verteda has complied with paragraph 6.1.

6.3 MSL Verteda shall not be responsible for any service interruptions, including, without limitation, power outages, system failures or other interruptions out of its control.

## 7. Security.

7.1 While MSL Verteda shall use its all reasonable commercial endeavours, it does not warrant that the Customer's content of the Software hosted by the Service will remain secure, given the nature of the Internet. MSL Verteda shall not be responsible for any i) unauthorised access to, or ii) unauthorised alteration of, deletion or destruction of, any of such content or other data which the Customer submits or uses in connection with the Service.

7.2 MSL Verteda does not warrant that the Hosting Service will be uninterrupted or error free or free of harmful components, or that, subject to any obligations expressly agreed by MSL Verteda elsewhere in writing, the data stored within the Hosting Service will be secure or not otherwise lost or damaged.

## 8. Hosting Service SLA

The following shall be the service level for Hosting Services incidents:

Priority Level	Definition	Response Time	Target Fix Time
P1 – Business Critical	Enterprise wide unavailability affecting multiple users where there is no temporary work around.	1 hour	2 hours
P2 – High	Single business critical user or department wide unavailability.	2 hours	4 hours
P3 – Medium	Single / some users non business critical unavailability	1 Business Day	3 Business Days
P4 – Low	Non-disabling / cosmetic errors, little or no impact on normal business continuity	1 Business Day	9 Business Days

## 9 Site Availability SLA



9.1 For the avoidance of doubt, the Hosting Services will not be considered as unavailable during Maintenance Events, Customer caused outages or disruptions, or outages or disruptions attributable in whole or in part to force majeure events.

9.2 MSL Verteda shall procure that the Hosting Service conforms with the following Site Availability Service Levels:

1. “*Target Uptime*”: means the time when the Service is available to the Customer and shall be greater than or equal to 99% during the Site Availability Hours in any Hosting Service month.
2. “*Service Availability*” means the percentage of Total Hours during a given calendar month in which the System was available and is computed as follows:

$$(Total\ System\ Outage\ Hours / Total\ Hours) \times 100$$

Calculation of Service Availability excludes System Outage Hours.

Definitions of terms used in this paragraph 2. are:

**System:** service, accessible over the network via web protocols, up to and including MSL Verteda’s network. Network problems beyond that point, such as client based ISP problems, Internet backbone problems or customer network problems are excluded. Development sites such as test software sites that are at times made available to the Customer are excluded. Problems caused by software running on the Customer’s IT environment are also excluded.

**System Outage Hours:** Total time during a given calendar month in which the System is unavailable, excluding Downtime and Service Suspensions in accordance with paragraphs 4 and 6.

**Total Hours:** Number of Site Availability Hours contained in any Service Quarter.

## 10 Data and Back-ups.

Backup Policy for Shared Customers.

Approx 3 or 4 hours is required to restore a Virtual Machine. Additional time will be required to restore any data needed to bring the Application up-to-date, this is determined by data sizes and last backup time.

The following routines will be used to backup data on the services:

Description	Method	Retention
Daily Backup	Incremental	4 weeks – File and Exchange 8 weeks
Weekly Backup	Full	4 weeks – File and Exchange 8 weeks
Monthly Backup	Full	12 months
Yearly Backup	Full	Duration of contract
SQL Maintenance Plan	Full	7 days to disk. Tapes as above.
SQL Maintenance Plan	Transaction Logs	2 days to disk. Tapes as above.

Tapes will be collected on the first business day of the week. Retention periods apply as follows:

- Daily and weekly backups will be kept for four weeks.



- Month end backups will be kept for one year unless otherwise agreed.
- Yearly backups will be kept for the duration of the agreement.
- SQL Maintenance Plans to Disk Storage. Hourly transaction log backup and full back up every evening. Disk Storage backed up to tape daily.

## **11 Remedies**

### **11.1 Termination Rights for failure to meet Site Availability SLA**

The Customer shall be entitled on giving no less than 30 days written notice to terminate the Service (subject to Force Majeure) where any Service Availability falls below 90% in any calendar month.