

Cloud Hosting Services Terms and Conditions

In addition to the General Terms and Conditions this Agreement applies ONLY where Open Imagination provides Shared or Dedicated Cloud Hosting for the Customer.

1. General

- 1.1. Open Imagination will provide hosting services from a designated hosting partners data centre in the UK.
- 1.2. Bandwidth available under this Agreement will be restricted to a maximum as set out in the Service Level. Additional bandwidth, over and above these levels will be subject to availability and additional charge in accordance with our current rates prevailing at the time of request.
- 1.3. The Minimum hosting term for Dedicated Cloud Hosting is 3 months.
- 1.4. The Minimum hosting term for Shared Cloud Hosting is 1 month.
- 1.5. Open Imagination may at any time suspend provision of the Hosting Services for the purposes of repair, maintenance or support or, if Open Imagination believes or suspects that any of the Content infringes the Intellectual Property Rights or other rights of any third party, or that the Content is in any way unlawful, or is likely to lead to any third party instituting or threatening legal proceedings against Open Imagination or anyone else, or that the Customer is in breach of its obligations under these Terms and Conditions or that the Hosting is being used for any illegal or unlawful purpose.
- 1.6. Open Imagination may at any time and from time to time: remove or block any of the Content or add any disclaimer or notice to it; or suspend the Hosting Services if any person who appears to Open Imagination to have reasonable grounds or cause for complaint requests Open Imagination to do so.
- 1.7. Open Imagination makes no representation and gives no warranty that the Cloud Hosting will run without interruption.
- 1.8. The Customer must report any Hosting Support to Open Imagination immediately.
- 1.9. When notifying Open Imagination of a defect, error or deficiency, the Customer must provide Open Imagination with information and materials to reproduce it.
- 1.10. Open Imagination is not under any obligation under Cloud Hosting Service to provide any Website Software support. Website Software support is as detailed in the Website Software Terms and Conditions.

2. Acceptable Usage

- 2.1. The Customer will ensure that all Content is at all times accurate, up-to-date and complete, and that it includes nothing which is pornographic, obscene, offensive, indecent, abusive, menacing, unlawful, blasphemous, an invasion of privacy, an infringement of Intellectual Property Rights or of any Data Protection legislation or principle, defamatory, a malicious falsehood or seditious libel, a contempt of court, or anything which is likely to incite or capable of inciting violence, racial hatred, sadism, cruelty, or which encourages any unlawful or illegal act or omission, or which is misleading, or causes annoyance, inconvenience or needless anxiety, or which is potentially damaging or harmful.
- 2.2. The Customer will comply with all applicable advertising standards and codes of practice and the rules and regulations of any competent authority from time to time.
- 2.3. The Customer will ensure that the Hosting Services and the Website are not used in any way which occupies capacity or bandwidth frivolously or vexatiously or in any way which may hinder anyone's use of the Internet.
- 2.4. The Customer will keep all passwords and user IDs secure and confidential and will inform Open Imagination immediately the Customer becomes aware of or suspects any unauthorised use or breach of security. The Customer accepts that Open Imagination may suspend or change any password or user ID and that Open Imagination may suspend access to the Website in the event of any actual or suspected breach of security.

- 2.5. The Customer will keep back ups of the Content and the Customer is responsible for the restoration of any of Content that is lost or spoiled.
- 2.6. The Customer will ensure that someone within the Customer's organisation is responsible for dealing with queries and problems encountered by anyone visiting or wishing to visit the Website.
- 2.7. The Customer will comply with any acceptable use policies imposed by Open Imagination's Internet Service Provider and with all applicable Internet protocols and standards from time to time.
- 2.8. The Customer will ensure that all Users are aware of and comply with this Acceptable Usable Condition.

3. Server Resizing

- 3.1. This condition applies ONLY where Open Imagination provides Dedicated Cloud Hosting services for the Customer.
- 3.2. Servers can be upsized or down sized for a minimum period of 1 month with up to 1 hour's notice. The cost hosting will be reflected in our standard rates at the time of request.
- 3.3. Servers can only be downsized if the data is not more that the disc space available. Hosting may be down for up to 1 hour while the server is being resized.

4. Uptime Monitoring

- 4.1. This condition applies ONLY where Open Imagination provides Uptime Monitoring services for the Customer.
- 4.2. Open Imagination servers are independently monitored using a 3rd party service to ensure its Customers websites are available. Open Imagination endeavours to respond to any alert received via SMS, or email within with the agreed SLA in the quotation.

5. Disaster Recovery

- 5.1. This condition applies ONLY where Open Imagination provides Disaster Recovery service for the Customer.
- 5.2. If case of server failure, we keep a disk image of the server, captured every night, enabling a snapshot of the server as it was when the Image was created.
- 5.3. In the event of a disaster recovery situation Open Imagination will endeavour to restore the server within agreed SLA in the quotation following request from the Customer.
- 5.4. The quality of each disk image will be dependant on its condition at the time it was created. If the Customer's data was not captured properly, Open Imagination will work with the Customer to maximise the accuracy of the Disaster Recovery service.
- 5.5. A disk image will be created once a day and retained as per the agreed SLA in the quotation. If the Customer wishes to increase the retention period this they can do so at additional cost.

6. Managed Backup

- 6.1. This condition applies ONLY where Open Imagination provides Managed Backup service for the Customer.
- 6.2. Open Imagination'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.
- 6.3. File and database backups will be taken once a day and retained for 7 days from the day of backup. If the Customer wishes to increase the retention period they can do so at additional cost.
- 6.4. The quality of each backup is dependent on its condition at the time of its backup. If your data was not backed up properly, Open Imagination will work with to maximise the accuracy of its recovery.

7. Fee Increases

- 7.1. Open Imagination reserves the right to increase the hosting feeds in line with its hosting provider. Fees may not increase more often than once per twelve (12) months, and Open Imagination will give thirty (30) days advance written notice of any increase.

- 7.2. Increase after expiry of Term. If following the expiration of the initial term or any renewal term do not sign a renewal of your Agreement, but continue to use your Services on a rolling monthly or annual basis then we may increase your fees at any time by any amount, in our sole discretion, on ninety (60) days advance written notice.

8. Data Centres

- 8.1. Open Imagination uses hosting providers that are constantly upgrading their data centre facilities to benefit our Customer. Open Imagination's hosting providers may relocate servers within their data centres, make changes to the provision of the Services, URLs and IP addresses and may establish new procedures for the use of the Services. Open Imagination's hosting provider may also make changes to DNS records and zones or managed DNS servers as we deem necessary for the operation of the shared network infrastructure. In each case, Open Imagination's will give reasonable advance notice and use all reasonable endeavours to minimise the effect that such change will have on the Services.

9. Domain Name Registration and Management

- 9.1. This Condition applies ONLY in relation to the registration, hosting on Open Imagination's Facilities, administration (such as email and web forwarding, changing registrants and contacts) and the renewal of domain names by Open Imagination for the Customer.
- 9.2. Open Imagination will use reasonable endeavours to register the domain name, but Open Imagination does not warrant or represent that any proposed domain name will be registered by any Naming Authority or that it has not already been registered by anyone else. The Customer must ascertain for itself the availability of any proposed domain name.
- 9.3. The Customer must check Open Imagination's notification of any newly registered domain name and notify Open Imagination immediately if anything is incorrect. The Customer must not act in reliance on any domain name being registered before Open Imagination confirms to the Customer in writing that registration has taken place.
- 9.4. The Customer warrants that the contact and other details it supplies to Open Imagination will be accurate and complete and the Customer must keep those details up to date.
- 9.5. The Customer warrants that the domain name will not infringe and will not be used so as to infringe, the Intellectual Property Rights or other rights of any third party.
- 9.6. Open Imagination may, at its discretion, take ownership of, dispose of, refuse to register, release or renew any domain name or cancel any registration if:
 - 9.6.1. Open Imagination believes or suspects that the domain name infringes the Intellectual Property Rights or other rights of any third party, is in any way unlawful, or is likely to lead to any third party instituting or threatening legal proceedings against Open Imagination or anyone else;
 - 9.6.2. the Customer is in breach of its obligations under these Terms and Conditions;
 - 9.6.3. the Charges in respect of that domain name are overdue;
 - 9.6.4. or Open Imagination is required to do so by law or by any competent authority.
- 9.7. Open Imagination is not obliged to make any refund of any Charges in relation to any domain name if the Naming Authority refuses to register it or if any of the circumstances in Condition 5.6 arises.
- 9.8. Open Imagination's Charges in relation to any domain name may be increased in line with any increases in fees or charges imposed by any domain name registry. Open Imagination may charge the Customer at the Rates for any time spent by Open Imagination in liaising with any domain name registry on behalf of the Customer.
- 9.9. Open Imagination will host newly registered domain names on Open Imagination's Facilities unless the Customer instructs Open Imagination otherwise. Open Imagination will be set up as the billing and technical contact for a newly registered domain name and for any domain name hosted on Open Imagination's Facilities.
- 9.10. Open Imagination will notify the Customer of any domain name renewal notice Open Imagination receives. Open Imagination will use reasonable endeavours to renew any domain name that the Customer requests Open Imagination to renew, provided that request is made in writing at least 7

days before the renewal date and provided the Customer has paid Open Imagination its Charges for renewing that domain name. Open Imagination will not be obliged to renew any domain name if the Customer has not responded to its notification of the renewal notice.

- 9.11. The Customer is responsible (to the exclusion of Open Imagination) for renewing any domain name that is not hosted on Open Imagination's Facilities at the renewal date or in relation to which Open Imagination does not receive any renewal notice for any reason.
- 9.12. If a domain name is no longer hosted on Open Imagination's Facilities: Open Imagination may remove itself as billing, technical or other contact; any website at that domain may become inaccessible; any web and email forwarding services will cease and emails may be lost; and release Charges may be payable by the Customer in accordance with the Rates.
- 9.13. Open Imagination is not liable for the action or omission of any Naming Authority.
- 9.14. The Customer will comply with all present and future applicable terms and conditions, eligibility requirements, specifications, procedures, rules and policies of any relevant Naming Authority. Any dispute in relation to a domain name is subject to the relevant Naming Authority's dispute resolution policy in force from time to time. The domain name may be suspended, cancelled or transferred (without refund) in accordance with applicable policies or procedures to correct mistakes in any registration or to resolve any domain name disputes.

10. Ownership of Other Property

- 10.1. The Customer will not acquire any ownership interest in or right to possess the Hosted System, and will have no right of physical access to the Hosted System. Open Imagination does not acquire any ownership interest in or right to the information transmit to or from or store on the Hosted System or other devices or media.

11. Termination

- 11.1. The Contract for the Hosting Services will continue for the Initial Term and after the end of the Initial Term until the expiry of not less than 30 days' written notice of termination given by the Customer to Open Imagination or vice versa, (that notice to expire at the end of the Initial Term or any later anniversary of the Commencement Date).
- 11.2. Following the termination of expiry of the Contract for the Hosting Services, Open Imagination will be entitled to retain the Website on its servers until all monies due from the Customer have been paid. If the Customer has not paid all such monies within 14 days after the date of termination or expiry of that Contract, Open Imagination may delete the Website.
- 11.3. Upon termination of the Agreement the Customer must promptly release any Internet protocol numbers, addresses or address blocks assigned to the Customer in connection with the Services (but not any URL or top level domain or domain name) and agree that we may take steps to change or remove any such IP addresses.

12. Referenced Terms and Conditions

- 12.1. Rackspace's Acceptable Use Policy found at:www.rackspace.co.uk/rackspace-home/legal/aup/ and shall have no rights against Rackspace in connection with the Hosting Services that Open Imagination are reselling
- 12.2. If the customer requests Microsoft licences the customer will abide by the Microsoft licence terms posted atwww.rackspace.co.uk/aboutus/microsoftlicense.htm/