

These Service Specific Terms and Conditions (Manage.IT) apply to your use of the Services in addition to the General Terms and Conditions for CloudSuite Services in respect of the following:

- cPrivateCloud
- cInfrastructure

## 1 cINFRASTRUCTURE

The paragraphs in this section 1 apply only where your CloudSuite Solution comprises cInfrastructure Services.

### Set up and Configuration

1.1 Subject to this Agreement and within 28 days of the Start Date, we shall use our reasonable endeavours to:

- provide the Servers in accordance with the Specification and locate these at our Data Centre; and
- configure the Services in accordance with the Specification,

providing that any such dates are estimates only and time shall not be of the essence in respect of the cInfrastructure Services.

1.2 You agree that:

- all information that you provided to us in order for us to prepare the Specification is true and accurate in all material respects; and
- the Specification is correct and meets your requirements in respect of the Servers and Manage.IT Services.

### Title in the Servers

Where your Services include cInfrastructure, title in the Servers shall remain with us at all times.

We shall insure the Servers and you shall comply with any reasonable conditions imposed by our insurer that we may notify to you from time to time.

### Security

You acknowledge that your Data and Customer Software will be stored on Servers which are not dedicated to you. However, your Data and Customer Software shall be secure to prevent unauthorised access by any third party.

### Support

We will, as part of the Services and at no additional cost to you, provide you with our standard customer support services during Normal Support Hours in accordance with our Support Services Policy in effect at the time that the cInfrastructure Services are provided. We may amend the Support Services Policy in our sole and absolute discretion from time to time. You may purchase enhanced support services separately at our then current rates.

### Arrangements on Termination

Upon expiry or termination of the Services subject to you having paid all outstanding Fees and having complied with clause 10.4.1 and 10.4.2 of the General Conditions (as applicable) you may request a file of your Customer Software and Data which we will make available to you for a fee. You must make such request within 30 days of termination. Following termination we shall have no obligation to maintain your Customer Software and Data and may remove all copies of the Data and Customer Software from our Servers.

## 2 cPRIVATECLOUD

The paragraphs in this section 2 apply only where your CloudSuite Solution comprises cPrivateCloud Services

### Set up and Configuration

2.1 Subject to this Agreement and within 28 days of the Start Date, we shall use our reasonable endeavours to:

- provide the Servers in accordance with the Specification and locate these at our Data Centre; and
- configure the Manage.IT Services in accordance with the Specification,

providing that any such dates are estimates only and time shall not be of the essence in respect of the Manage.IT Services.

2.2 You agree that:

- all information that you provided to us in order for us to prepare the Specification is true and accurate in all material respects; and
- the Specification is correct and meets your requirements in respect of the Servers and Manage.IT Services.

### Title in the Servers

2.3 Where your Services include cPrivateCloud you shall retain a nominal sum of £100 against our invoice for the Servers which will be payable upon termination of the contract. Upon receipt of this payment title to the Servers will pass to you for removal from our Data Centre in accordance with paragraph 2.6 below.

2.4 Whilst located in our Data Centre, we shall insure the Servers and you shall comply with any reasonable conditions imposed by our insurer that we may notify to you from time to time.

### Support

2.5 We will, as part of the Services and at no additional cost to you, provide you with our standard customer support services during Normal Support Hours in accordance with our Support Services Policy in effect at the time that the cPrivateCloud Services are provided. We may amend the Support Services Policy in our sole and absolute discretion from time to time. You may purchase enhanced support services separately at our then current rates.

### Arrangements on Termination

2.6 Upon expiry or termination of the Manage.IT Services subject to you having paid all outstanding Fees and having complied with clause 10.4.1 and 10.4.2 of the General Conditions (as applicable):

- you may request return of the Servers which we will make available to you for a fee. Within a reasonable time of your request and upon receipt of the fee, we shall agree with you a suitable time for you to collect the Servers or for us to deliver the same to your Site.

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- You must request return of your Servers within 30 days of termination. Following termination we shall have no obligation to retain your Servers and may remove all copies of the Servers from our Data Centre and dispose of such Servers as we see fit.

### 3 EXCLUSIONS FROM MANAGE.IT SERVICES

The paragraphs in this section 3 apply to both clnfrastructure and cPrivateCloud Services  
Except where included as part of your CloudSuite Solution, you are responsible for:

- all data back-up, recovery, and/or replication services in respect of your Data.
- the Operating System and any support and maintenance thereof.