

SERVICE SPECIFIC TERMS AND CONDITIONS - USE.IT

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

- cExchange
- cSharePoint
- cFileShare
- cLync
- SalesVision

In each case whether on a User Subscription or Enterprise Basis

Set up and Configuration

Subject to the terms of this Agreement and within 28 days of the Start Date, we shall use our reasonable endeavours to configure the Use.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 Services.

User Subscriptions

Where your CloudSuite Solution includes Use.IT Services on a user subscription basis, you shall purchase the number of Units set out in the Order for each of the Authorised Users to use the Use.IT Services as set out in these Conditions.

You undertake that the maximum number of Authorised Users shall not exceed the number of Units that you have purchased from time to time.

You may, from time to time during the Term, submit a request to purchase additional User Subscriptions in excess of the number set out in the Order. Any request to purchase additional Units shall be subject to our written approval.

You shall pay to us the relevant Subscription Fees and for any additional Units purchased in accordance with clause 6 of the General Conditions.

Allocated Resource

You will be allocated the Allocated Resource for the Use.IT Service which will comprise processor power, memory, disk storage and bandwidth. The allowance will vary dependent upon the hosting package you purchase.

If you persistently exceed the Allocated Resource we reserve the right to either (in our discretion)

- terminate the Use.IT Service; or
- suspend the Use.IT Service until you upgrade to a higher level package, and/or charge you an additional fee for over usage.

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 Use.IT 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

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 retain your Customer Software and Data.