

**Dedicated Server and VPS - Terms and Conditions & Service Level Agreement**

'ReZolve' shall mean ReZolve I.T. Limited of East Grange House Scruton Northallerton North Yorkshire DL7 0RD or any subsidiary or associate thereof contracted by ReZolve to provide the Service in whole or in part to the Customer.

'Customer' shall mean the person, business or company instructing ReZolve to provide services.

'Contract' shall mean the terms and conditions set out in this document and The Quotation.

'Quotation' shall mean the quotation and specification setting out details of the Service whether or not annexed to the contract.

'Services' shall mean services (in whole or in part) agreed in the Contract to be delivered to the Customer by ReZolve.

'Server' shall mean the dedicated or virtual server provided by ReZolve under this agreement.

*The headings in the contract are for convenience only and shall not affect its interpretation.*

**Charges**

Save as varied by the Quotation the following charges provisions shall apply in respect of the Service:

1. The Customer shall pay ReZolve fees for the Services at the rate set in the Quotation.
2. Any work requested by the Customer, which is not specifically covered by the Quotation, will be confirmed to the Customer in writing, normally by fax or email, and will be charged at the current standard rates and invoiced to the Customer on completion of the work.
3. The Customer shall make payment on each invoice according to the terms set in the Quotation. All Hosting service are payable in advance. When invoices remain unpaid, ReZolve reserves the right to suspend all related Services and to add compound interest at the rate of 1.5% per month, calculated until the date payment is received.
4. The Customer shall accept invoices for Time & Materials Services on a monthly basis and make payment on each invoice within 30 days of the invoice date.
5. The Customer shall accept invoices for Fixed Price Services based on stages specified in the quotation and make payment on each invoice according to the terms set in the Quotation normally within 30 days of the invoice date.
6. ReZolve reserve the right to change fees subject to giving one-month written notice.

**Confidentiality**

1. ReZolve shall keep confidential such of the Customer's information which is specifically designated as confidential by the Customer at the time of the acceptance of the quotation by the Customer or which is subsequently so designated in writing by the Customer and shall not divulge the same to any third party without written consent of the Customer. This provision shall not apply where such information as is already in the public domain or is otherwise required to be divulged by ReZolve for the reasonable performance of its obligations under the Contract.

**Liability**

The following limitations shall apply to the liability of ReZolve under the contract: -

1. ReZolve shall not be liable for any indirect incidental or consequential loss or damage (including, but not limited to, loss of programs or data, loss of use of equipment, and loss of profits), howsoever caused, including costs associated with the use of additional personnel used to aid recovery from such a loss.
2. All terms and conditions and warranties whether made expressly or implicitly relating to the quality or fitness for purpose of the Service are excluded and where the materials equipment or specification contained or referred to in the Quotation have been specified by the Customer or any third party the Customer acknowledges that ReZolve is entitled to rely exclusively on the quality and fitness for purpose of such materials equipment or specification without liability for any consequential loss. Without prejudice to the forgoing ReZolve shall not be liable for any direct or indirect damage or loss or delay or additional costs arising from any change required by the Customer or its clients to the specification referred to in the Quotation
3. ReZolve shall be under no liability whatever (whether contractual tortious or otherwise) for any loss or damage (including loss of profit) suffered by the Customer or the Customer's employees, agents or any other third party arising out of a breach whether direct or indirect by ReZolve of the contract or otherwise in respect of the Service. This includes (without limitation) loss of or damage to data or the systems to which the Service or any related installation is connected, loss caused by interruption or cessation of services to the Customer beyond the reasonable control of ReZolve and loss arising from e-commerce or electronic financial or credit transactions conducted by or on behalf of the Customer or its clients.

4. In the event of any breach of the contract by ReZolve the remedies of the Customer shall be limited to damages and under no circumstances shall the liability of the Contractor exceed the amount of the Quotation.
5. Where the Customer is not a consumer it acknowledges that it does not trade as such and that the terms of the contract are reasonable.

### **Duties of ReZolve**

1. We are responsible for the server hardware which includes HDD, CPU, RAM, NIC any other hardware components. We take care of the upkeep, maintenance and replacement of such hardware.
2. We are responsible for ensuring power is available for your server. We manage your server's Power Supply and ensure our data centre has adequate fail safes such as UPS and generators in place to deliver power 24/7.
3. We are responsible for ensuring you have out of band console access to your server available. This includes ensuring that the serial console hardware is in place, functioning correctly and that login details have been provided.
4. We are responsible for ensuring the availability and connectivity of our network. We will monitor, manage and configure our network to ensure our data centre provides sufficient network bandwidth and capacity for your server.
5. We are responsible for the availability of Plesk and cPanel licences you have purchased through us for your server. We are responsible for the renewal of such licences and for ensuring these are available to you.

### **Responsibility of the Customer**

1. You're responsible for all server software including its installation and maintenance, backups and performance. This includes the operating system control panel and any other applications you wish to install.
2. You're responsible for configuring all e-mail and hosting settings on the server. These include all web server and mail server setup, configuration and maintenance settings including those for DNS.
3. You're responsible for securing your server and taking the necessary precautions to prevent your server from being compromised. This includes installing anti-virus, anti-malware, anti-spam and firewall software plus installing and keeping all software up-to-date with the latest patches and security updates.
4. You're responsible for configuration of your network. This includes IP address configuration and DNS settings. Default settings for a basic configuration will be set up after initial setup of the server any further changes or amendments on your responsibility.
5. You're responsible for the installation of any third-party modules and plugins.

### **Service Level Agreement**

1. 99.99% Uptime Guarantee

Our dedicated server network backbone consists of multiple redundant internet connections and components. This means we are confident enough to guarantee 99.99% network availability. This excludes any scheduled maintenance. Network availability is measured by our internal monitoring systems.

We aim to fix any network issues within 4 hours. In the unlikely event we fail to meet this promise, you can claim credit equivalent to one day's service for every hour that your dedicated server is unavailable after the initial 4 hour period, up to a total of 30 days.

2. Credit request and payment procedures

To claim your credit, please submit a ticket to our support team from our helpdesk at <https://support.rezolve.co.uk>. Any credit due will be allocated to your account and can be used towards future billing charges.

3. Hardware Guarantee

We guarantee the functioning of all hardware components and we will replace any failed component at no cost to you. Once the hardware is identified as being the cause of the issue it will be replaced within 2 hours of this diagnosis. Please note, you are responsible for backing up all your data.

4. Exceptions

Our SLA does not cover the following circumstances:

- Any events beyond the reasonable control of ReZolve. Examples include, but are not limited to, fire, flood, virus attacks/hacking, or failure of third party software.
- DNS issues outside our direct control

- Any customer actions that lead to the server having technical issues. Examples include, but are not limited to, custom scripts or coding, 3rd party software installed on the server, wilful misconduct or breach of our terms and conditions.
- Upgrades, scheduled maintenance or emergency maintenance.

### Acceptable Use Policy

1. The Customer must comply with the Acceptable Use Policy for the Server provided by ReZolve.
2. The Customer or those acting on his/her behalf must not use the Service to obtain unauthorised access to any computer, system or network. Unlawfully accessing or damaging data in a computer is not only a breach of the Acceptable Use Policy but it may also be a criminal offence punishable by fine, imprisonment or both. If you do not have authorisation, you must not:
  - access or use any data, systems or networks;
  - probe, scan or test the vulnerability of a system or network;
  - breach any security or authentication measures for a system or network; or
  - attempt to gain access to the account of any other user.
3. The Customer must not use the Service in a manner which interferes with the rights of other users or which breaches Internet etiquette. You must not:
  - monitor data or traffic on any network or system if you do not have the authorisation of the owner of the network or system to do so;
  - forge any TCP-IP packet header, any part of the header information or an email source address in an email or newsgroup posting;
  - provide false user information to ReZolve or other users;
  - send large amounts of unsolicited or unwanted email to individuals or individual business accounts;
  - gain access to a person's private information (or attempt to do so); disobey the rules of any newsgroup, forum, email mailing list or other similar group; or
  - post the same or similar messages to one or more newsgroups (including by excessive cross-posting or multiple-posting, also known as 'spam').
4. You must not use the Service in a manner that may interfere with the technical operation of the Service or any other computer, system or network.
5. You must not attempt to interfere with the regular workings of ReZolve's systems or network connections. ReZolve may override any attempt by you to specify a particular traffic routing pattern. You must not impair the ability of other people to use ReZolve's systems or the Internet.
6. You must not use the Service as a staging ground to disable other systems.
7. In using the Service, you must not break any laws or infringe the rights of other persons. For example, you must not:
  - distribute or make available any abusive, obscene, defamatory or pornographic material;
  - distribute or make available any material which would be classified R or X (or refused classification) by the Classification Board; or
  - copy any material if you do not have the owner's permission to do so.
8. To detect and deal with breaches of the Acceptable Use Policy, ReZolve may take the following actions:
  - ReZolve will co-operate with other Internet service providers to control unacceptable user behaviour.
  - ReZolve may give details of users who are suspected of breaking any laws in connection with the Service to the police and to other law enforcement agencies.
  - ReZolve may implement technical mechanisms to prevent behaviour which breaches this Policy (for example, which block multiple postings before they are forwarded to their intended recipients).
  - ReZolve may exercise any rights it has under its contract with the Customer whose account is being used in breach of this Policy. Such rights include the right to suspend or terminate the Customer's use of the Service.
  - ReZolve may take any other action it deems appropriate, including taking action against offenders to recover relevant costs and expenses.

**Restrictions**

1. The Customer acknowledges and agrees that the services and the ReZolve company names and logos and related product and service names, design marks and slogans, are the property of ReZolve or suppliers (collectively, the "Marks"). The Customer is not authorised to use any of the Marks in any advertising, publicity or any other commercial manner without the prior written consent of ReZolve. The Customer's use of the Services confers no title or ownership in the Service, the Software or the Marks and is not a sale of any rights in the Service, the Software or the Marks. All ownership rights remain in ReZolve or its third party suppliers, as the case may be
2. The Customer represents, covenants and warrants that he/she will use the services only in compliance with the Agreement and all applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity or defamation). The Customer agrees to indemnify and hold harmless ReZolve against any damages, losses, liabilities settlements and expenses (including without limitation costs and reasonable legal fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise arising from or relating to the Customer's use of the Services. Although ReZolve has no obligation to monitor the content provided by the Customer or the Customer's use of the Services, ReZolve may do so and may remove any such content or prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.

**Termination**

1. Either party can terminate this Contract on giving one-months' notice in writing to the other party.
2. Termination by notice under this paragraph does not avoid any liability for Service already provided
3. In the event of cancellation of this Contract the Customer shall indemnify ReZolve in full against all loss, costs, charges and expenses incurred by ReZolve up to the moment of termination.

**Breach of Contract**

1. If The Customer commits a breach of this Contract and if it is possible to remedy, fails to remedy the breach within a reasonable time of written notice to do so or if it is not possible to remedy the breach; or ReZolve believes the Contract is being used in a manner prohibited under paragraph 8 even if the Customer is unaware that the Contract is being used in such a way ReZolve can terminate this Contract without notice, and claim for the resulting losses or expenses. If ReZolve suspends the Contract, ReZolve can refuse to restore the Contract until ReZolve receives an acceptable assurance from the Customer that there will be no further breach of this Contract

**Assignment**

1. Neither party shall have any right or ability to assign, transfer, or sub-license any obligations or benefit under this Agreement without the written consent of the other (and any such attempt shall be void), except that a party may assign and transfer this Agreement and its rights and obligations under this Agreement to a third party who succeeds to substantially all its business or assets.

**Force Majeure**

1. ReZolve shall not be liable to the Customer if it is prevented from or delayed in the delivery of the Goods or performance of the Services due to circumstances beyond the reasonable control of ReZolve including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, riot, civic commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or other reasons.

**English Law**

1. This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

**Acceptance**

1. Upon first use of the Server, the Customer is deemed to have read and accepted the terms and conditions herein.