

VIRTUAL SERVER TERMS AND CONDITIONS

Virtual Server Product Description

Cable and Wireless Guernsey Limited offer the Virtual Server product from the C&W Data Centre in Guernsey. This service provides You with space for a Virtual Environment that We provide with firewall protection and optional storage and connectivity capacity. We will host multiple Virtual Servers within the Virtual Environment.

Maintenance and management of the Operating Systems and software applications you choose to run on each of your Virtual Servers are your responsibility.

These Virtual Server Service Specific Terms and Conditions should be read in conjunction with C&W Data Centre General Terms and Conditions, both of which apply and shall be defined as the "Agreement". Where there is conflict between these terms, Virtual Server Terms and Conditions shall take precedence.

1. DEFINITION AND INTERPRETATION

"C&W Virtual Machine Data Backup and Restore Service" ("VMDBRS") means an additional back up service which you may purchase from us for each Virtual Machine

"Fault" means any failure of the Service causing continuous total loss of the ability to convey Messages but does not include the loss of such ability arising as a result of Our suspension of Service under the provisions of this Agreement or any fault arising due to matters which are beyond Our reasonable control.

"Operating Systems" means the system you have ordered from us to be installed on a Virtual machine.

"Service Delivery Date" means the date of which we make the Service ready for use.

"Service" means the virtual server solutions, provided by Us to You as specified in the Order Form, Price List or any applicable Service Schedule that forms part of this Agreement.

"Standard Template Maximum Limits" means the limits as described in the Service Schedule

"Virtual Environment" means the collection of Virtual Machines which make up the server solution we provide to You as part of the Service

"Virtual Machine" means an individual virtual server as specified in Your Order Form

2. PROVISION OF SERVICE

2.1 We shall use reasonable endeavours to provision the Service to You in accordance with the timescales set out in the Service Schedule provided an order for Services stays within the Standard Template Maximum Limit.

2.2 We shall provide the Service in accordance with the technical specification requested by You on the relevant Order Form and as may be described in any Schedule to these Terms and Conditions.

2.3 We shall provide each Virtual Machine with the Operating System you select on the Order Form. We cannot guarantee the compatibility of these

Operating Systems with any software applications you may attempt to run on them.

3. FAULT REPAIR 3.1 We will aim to provide you with a Fault free service although this cannot always be guaranteed. 3.2 If You detect a Fault in Service then You must report it to Us by telephoning the number specified on Your welcome pack or any other number that We may notify You of. You must provide Us with details of the nature of the Fault, the full details of the Service being provided and Contact Details so that we can inform You of progress. 3.3 If We undertake work to correct a reported Fault in Service and find there is none, We may charge You for the work at the applicable hourly rate set out in Our Price List as shown at www.surecw.com. 3.4 All Fault Reporting will be dealt with in accordance with Fault Reporting procedure as detailed in the Service Schedule.

4. TERM OF SERVICE 4.1 The Service provided under this Agreement is for an initial term of 12 months (the "Initial Term") from the Service Delivery Date. 4.2 At the end of the Initial Term it will continue, unless terminated under the provisions of paragraph 5 or otherwise under these Terms and Conditions or the Data Centre General Terms and Conditions.

5. TERMINATION

5.1 Either party may terminate this Agreement on the expiry of the Initial Term, by giving written notice to the other, no less than (3) three month's before expiry of the Initial Term of Service.

5.2 After the Initial Term of Service either party may terminate this Agreement by giving the other no less than one (1) month's notice in writing.

5.3 If this Agreement is terminated under clause 5.1 or 5.2, You shall be liable for any outstanding charges for the balance of the Initial Term or any

remaining notice period, at the rate in force in Our Price List.

6. **ORDER OF PRECEDENCE**The documents which form this Agreement shall be construed using the following order of precedence: I. Order FormII. Virtual Server Terms and ConditionsIII. Virtual Server Service ScheduleIV. Data Centre General Terms and ConditionsV. Data Centre Service Schedule

7. C&W VIRTUAL MACHINE DATA BACKUP AND RESTORE SERVICE ("VMBRS")

7.1 We will make daily a complete image back up (includes all System & Data files that make up the Virtual Machine) of the Virtual Machine for which you have purchased VMBRS.

7.2 Each of these daily backups will then be retained for a period of 30 days, after which time the oldest version will then be overwritten by the newest backup image and so on, on a cyclic basis..

7.3 Upon request we will provide a complete restore of your Virtual Machine for any date within the last 30 days.

7.4 VMBRS is sold separately to the rest of the Service.

SERVICE SCHEDULE

Provisioning Lead Times

Unless otherwise stated We will provision the Service between the hours of 09.00 – 17:30hrs, Monday to Friday. (excluding Bank / Public Holidays)

Any new Virtual Environment, consisting of one or more Virtual Machines (including at least 1 firewall) will be delivered within 10 working days of receiving the order from You.

New Virtual Machines can be added to your existing Virtual Environment within 5 working days.

Upgrade requests for existing Virtual Machines in Your Virtual Environment will be completed within 5 working days.

Upgrades that require Virtual Machine downtime can be carried out between 9.00 – 22:00hrs Monday to Friday. For instance, CPU and memory upgrades on Virtual Machines may require downtime.

Specification requests for Virtual Machines in excess of Standard Template Maximum Limits will be subject to review by C&W and provisioned on a case by case basis.

Standard Template Maximum Limits

2x virtual CPU

Memory – 20 Gigabyte

Storage – 500 Gigabyte

Bandwidth – 1 Mbps

Virtual Machine Repair Process

In the event of a customer's Virtual Machine becoming unusable We will provide the following:

- The option via remote console access to enable the Virtual Machine to boot from the CD/DVD ISO to carry out a system repair.
- If required we will create a new Virtual Machine using the minimum specification. The existing virtual disks from the damaged Virtual Machine will be attached to the new Virtual Machine to allow the customer to carry out the necessary recovery steps, as required.

The virtual disks from the damaged server will be removed after 7 working days. Beyond this point, the image will be irrevocably deleted.
[Virtual Machine Data Back Up and Restore Service. \("VMBRS"\)](#)

C&W will only take responsibility for the data back-up and recovery of Your Virtual Machine if you have also purchased VMBRS for.

VMBRS is available for an additional monthly fee. This is an image level backup of the complete Virtual Machine (includes all system and data files) to be made to the remote backup storage system. Backups are taken daily and retained for a period of 30 days. Then upon customer request the same complete Virtual Machine (all system customer data files) can be restored from the backup server within one business day, 09.00 – 17.30hrs Monday to Friday.

Please note that customers are responsible for the day to day recovery of individual files and folders. We would recommend that customers utilise the MS Windows VSS functionality, or something similar, to facilitate this.

[Support and Fault Reporting](#)

Customer Support enquiries and Service faults can be reported to the Customer Service Centre 24 hours a day, 7 days a week, by dialling +44 1481 700700.

You must quote your Service Number at the time You report a Fault.

For all Faults Cable & Wireless will as required:

1. Provide assistance by telephone
2. Perform diagnostic tests on your service
3. Provide contact with any of our 3rd party supplier's for further assistance at our sole discretion.

Non-Critical Faults will only be investigated by us during normal office hours (Mon-Fri, 09:00-17:30 except for Public/Bank holidays)

Critical Faults will be responded to 24 hours a day, 7 days a week

[Restrictions on Fault Reporting](#)

If we respond to a Fault report and the problem is found not to be a Fault with our Service, a charge will be made to you, based on the applicable rate of our engineer's call out charge.

If we respond to a Critical Fault report outside of normal office hours as shown above, and we discover the Fault is in fact a Non-Critical Fault, a charge will be made to you, based on the applicable rate of our engineer's call out charge.

[Service Level Guarantee](#)

CWG guarantees the 99.99% availability for every Virtual Machine used by you for each year of this Agreement.

[Service Level Guarantee - Service Credits](#)

If we breach our Service Level Guarantee, we will issue a credit for 1/30th of the monthly rental charge for the month in which the Virtual Machine is at fault.

February 2011 - Version 1