Service Agreement – Hosting & Cloud Support

Between

Customer's details		
Company name		
Street	Number	Box
Postal code	Locality	Country
VAT	RLP locality	
Hereinafter referred to as the "Customer"		

and

Telenet's details
Telenet bvba
Registered office: Liersesteenweg 4 , 2800 Mechelen, Belgium
VAT BE 0473.416.418   RLP Mechelen
Hereinafter referred to as "Telenet"

have agreed as follows:

Telenet undertakes to deliver to the Customer the Services specified in the Contract.

The Customer acknowledges that it is aware of the terms of the Contract. The Contract comprises: the General Conditions; this Service Agreement and the service-specific provisions hereof, which supplement the General Conditions; and the schedules, which form an integral part hereof. These schedules are the Service Level Agreement, the Order Form and the MAC Form.

Telenet and the Customer are also referred to individually as 'the Party' and jointly as 'the Parties'.

The General Terms and Conditions can be found on the Telenet website.
https://www2.telenet.be/nl/business/klantenzone/

The Customer accepts the terms of the Contract.

1 Description of Hosting & Cloud Support

Support Services are the interventions which support the Hosting & Cloud Services (replies to support tickets, interventions after a hardware failure, interventions requested by the Customer etc.) as described below.

All interventions are classified in one of four priorities:

	Maximum Response Time	Maximum Resolution Time
Standard priority	2 business days	None
Express priority	1 business day	2 business days
Critical priority	1 business hour	1 business day
Critical 24/7 intervention	1 hour (*)	8 hours (*)

(*) 24 hours / 24 hours, 7 days a week, 365 days per year.

No interventions are executed outside business hours, except for interventions with the "Critical 24/7 Intervention" priority.

Business hours are 8:00h am to 7:00h pm GMT+1 Monday to Friday, official Belgian holidays excluded. One Business day consists of 11 Business Hours. Both the Maximum Response Time and the Maximum Resolution Time start counting from the time of creation of a Support Ticket (Ticket Creation Timestamp). The Maximum Resolution Time does not include the time needed for restore of a data backup, which can take several hours depending on the amount of data to be restored.

For CloudOffice the Maximum Response Times above apply, but not the Maximum Resolution Times. For service impacting incidents we will do all reasonable effort together with Microsoft to minimize downtime.

For each kind of intervention, the highest possible priority is defined in the Intervention Topics List, which is attached to the present Service Agreement. The Intervention Topics List defines which kind of interventions can be performed by Telenet, for free or fee-based. Intervention topics not included in the list cannot be performed by Telenet. The maximum available priority for each dedicated server and for each colocation server depends on the Support Contract purchased, as described below in "1.3 Support Contract".

1.1 Support Tickets

Each intervention should be requested by creating a Support Ticket on the MyCloud.telenet.be website. Support Tickets can be created 24 hours a day, 7 days a week, 365 days a year. The correct topic and priority should be selected. The topic will determine the highest priority that can be selected.

If the request, written in the Support Ticket, is not in accordance with the selected topic, the topic will be corrected and the applicable priority will be assigned, taking into account that the maximum priority depends on the topic of the Support Ticket.

Alternatively Support Tickets can also be created by contacting Telenet by telephone or sending an email. All intervention requests received by e-mail or by telephone are categorized in the "Standard" priority. In order to create a Ticket with a higher priority (e.g. Critical 24/7 intervention outside business hours) the Customer needs to use the website.

The Customer can follow up the status of any Support Ticket and add comment using the Account Manager (web interface).

1.2 Service Credits

The payment of fee-based interventions is settled through Service Credits. A certain amount of Service Credits is purchased in advance. The prices of Service Credits are set out in the price list attached to this Service Agreement.

After each fee-based intervention or support request, a number of Service Credits is deducted from the Customer's account. When no Service Credits are left in the account, new Service Credits need to be purchased.

The amount of Service Credits that will be charged, depends on the kind of intervention (Intervention Topic) and the priority at which the intervention needs to be executed. Two kinds of Intervention Topics exist:

- Fixed amount of Service Credits: the amount of Service Credits charged for the intervention is fixed, regardless of the time taken to execute the intervention;
- Hourly rate: the amount of Service Credits charged for the intervention, depends on the time taken to execute the intervention. The hourly rate for interventions depends on the priority at which the intervention needs to be executed:

Priority of intervention	Hourly rate
Standard priority	2 Service Credits per 15 minutes
Express priority	3 Service Credits per 15 minutes
Critical priority	4 Service Credits per 15 minutes
Critical 24/7 priority	5 Service Credits per 15 minutes

A minimum of fifteen (15) minutes will be charged for each intervention started and for each Critical 24/7 intervention request received outside business hours.

1.3   Support Contract

Telenet offers two kinds of Support Contract for the Hosting & Cloud Services:

- Standard Support Contract;
- Premium Support Contract.

1.3.1   Standard Support Contract

The Standard Support Contract is included with every dedicated server and every colocation server. The highest available priority for any kind of intervention within the Standard Support Contract is "Critical Priority" or lower, depending on the Intervention Topic (see the Intervention Topics List attached).

1.3.2   Premium Support Contract

The Premium Support Contract is available for an additional monthly fee of hundred (100) euros per month (including fifty (50) Service Credits per year). The Premium Support Contract is valid for all Hosting & Cloud products and Services of the Customer. (Only one Premium Support Contract per Customer is needed). The highest available priority for any kind of intervention within the Premium Support Contract is "Critical 24/7 Intervention" or lower, depending on the Intervention Topic (see the Intervention Topics List attached). All interventions executed outside business hours require Service Credits (see the Intervention Topics List attached).

Customers with a Premium Support Contract have a direct access to a 24/7 phone support desk.

1.3.3 Penalties on fee-based interventions

Should the Maximum Resolution Time for a fee-based intervention be exceeded, no Service Credits will be charged for the intervention.

The Service Credits will not be waived in the following circumstances:

- Circumstances beyond Telenet's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed;
- Customer's acts or omissions (or acts or omissions of other parties engaged or authorized by Customer), including without limitation, any alteration of the logon credentials without notifying Telenet, any alteration of the configuration of the server being used by Customer that causes the operating system to fail, any negligence or willful misconduct.

1.4 Duration

 The Contract comes into effect on the date of signature of this Service Agreement or the date of signature of a Telenet Support Order Form and remains into effect for so long as Service Credits days/hours are available.

1.5 Payment

"Service Credits" is a pre-financed consultancy package of Service Credits, which will be invoiced in full by Telenet to the Customer upon signature by the Customer of the relevant Order Form.

1.6 Limited Liability

Except in the case of death or physical injury, the amount of compensation and interests which is due by

Telenet to the Customer can never be in excess of the price of the Services agreed upon with Telenet for a period of one (1) month per event or series of related events, with a maximum period of twelve (12) months in respect of all events arising in a year.

1.7 Annexe

The addendum "Intervention Topic List" is an integral part of this Agreement.

The Contract has been drawn up in two original copies in Mechelen, on ../.. /...., whereby each Party acknowledges having received its copy.

On behalf of the Customer
Date of signature:
Name:
Job title:
Signature:

On behalf of Telenet
Date of signature:
Name: Nicolas Collette
Job title: VP Business Sales
Signature:
Name: Dirk Speybroeck
Job title: VP Customer Operations
Signature:

Addendum 1: Intervention Topic List

	Standard Priority	Express Priority	Critical Priority	Critical 24/ 7 Priority
				(only for customers with Premium 24/7 Support Contract)
Dedicated Servers				
Request Manual Server Reboot	2 credits	3 credits	4 credits	5 credits
Server down due to hardware failure (+ hardware replacement and disaster recovery restore)	Free	Free	Free	5 credits / 15mins
Server down (any reason, no hardware failure	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	5 credits / 15 mins
Request for software installation or upgrade by Hosting & Cloud	2 credits / 15 mins	3 credits / 15 mins	N/A	N/A
Switch IP to hot standby server	2 credits	3 credits	4 credits	5 credits
Problem accessing server with VPN/SSH/RDP	Free	Free	Free	Free
Uploading data from CD/External Hard disk to Server	5 credits	N/A	N/A	N/A
Change firewall rules (open/close ports)	2 credits	3 credits	4 credits	5 credits
Move server to other subnet/rack	20 credits	20 credits	N/A	N/A
(e.g. Insecure subnet - SSH/RDP enabled on public IP)				
Migration to a new server	Contact Sales	Contact Sales	N/A	N/A
Reinstall Operating System on Server (Windows/Linux)	Contact Sales	Contact Sales	N/A	N/A
Software installation and initial configuration - If licence is purchased with Telenet - If licence is NOT purchased with Telenet	Contact Sales	N/A	N/A	N/A
Virtual Servers				
Server down (any reason, no hardware failure	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	5 credits / 15 mins
Request for software installation or upgrade by Telenet	2 credits / 15 mins	3 credits / 15 mins	N/A	N/A
Uploading data from CD/External Hard disk to Server	5 credits	N/A	N/A	N/A

Change firewall rules (open/close ports)	2 credits	3 credits	4 credits	5 credits
Migration to a new server	Contact Sales	Contact Sales	N/A	N/A
Reinstall Operating System on Server (Windows/Linux)	Contact Sales	Contact Sales	N/A	N/A
Software installation and initial configuration - If licence is purchased with Telenet - If licence is NOT purchased with Telenet	Contact Sales	N/A	N/A	N/A
Colocation				
Request Manual Server Reboot	2 credits	3 credits	4 credits	5 credits
Problem accessing server with VPN/SSH/RDP	Free	Free	Free	Free
Physical access to colocation server	2 credits / 15 mins	N/A	N/A	5 credits / 15 mins
Uploading data from CD/External Hard disk to Server	5 credits	N/A	N/A	N/A
Change firewall rules (open/close ports)	2 credits	3 credits	4 credits	5 credits
Move server to other subnet/rack (e.g. Insecure subnet - SSH/RDP enabled on public IP)	20 credits	20 credits	N/A	N/A
Software Assistance				
Operating system (Windows & Linux)	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	5 credits / 15 mins
Plesk - Use of Control Panel	Free	Free	N/A	N/A
Plesk - Support on underlying OS	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	5 credits / 15 mins
Plesk - Migration to other Server with Plesk	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	N/A
Domain Names				
troubleshooting and advice	Free	Free	Free	Free
Shared Webhosting				
Website not reachable	Free	Free	N/A	N/A
Create application directory	Free	Free	N/A	N/A
Configure second FTP account	2 credits	N/A	N/A	N/A
Change anonymous access on folders	Free	Free	N/A	N/A
Configure custom error pages	2 credits	3 credits	N/A	N/A
Code questions	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	N/A
Restore files from backup	2 credits / website	3 credits / website	4 credits /	N/A

			website	
Office Mail (Exchange 2007) Mailhosting				
Import PST files to Exchange mailbox	5 credits /PST	N/A	N/A	N/A
Export mailbox from Exchange mailbox to PST	5 credits / PST	N/A	N/A	N/A
Restore Exchange mailbox from backup	25 credits	N/A	N/A	N/A
Configure account in Outlook	Free	Free	4 credits / 15 mins	N/A
Configure account in Mac Mail/Entourage 2008	Free	Free	4 credits / 15 mins	N/A
Configure Windows Mobile/Blackberry	Free	Free	4 credits / 15 mins	N/A
MailPlus Mailhosting (Postfix)				
Restore Postfix mailbox from backup	4 credits / mailbox	N/A	8 credits / mailbox	N/A
Configure account in Outlook	Free	Free	4 credits / 15 mins	N/A
Configure account in Mac Mail	Free	Free	4 credits / 15 mins	N/A
Response Time	2 Business Days	1 Business Day	1 Business Hour	1 Hour
Hourly rate per priority class	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	5 credits / 15 mins

The price for 25 service credits is 250 euro.

50 service credits are included with a premium support contract.