Service Agreement – Cloud & Hosting Support

Between you (the "**Customer**") and Telenet

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

Telenet and the Customer are hereinafter also referred to individually as a "**Party**", and collectively as the "**Parties**".

have agreed as follows:

Telenet undertakes to provide the Customer with the Service in accordance with the provisions of the Contract.

The Contract comprises:

(i)   the General Terms and Conditions Telenet Business 'Small Businesses and Self-employed' (hereinafter, the "General Terms and Conditions"); and

(ii)   this Service Agreement 'Cloud & Hosting Support' and its appendices (hereinafter, the "Service Agreement") which supplement the General Terms and Conditions and which in the event of conflict always takes precedence over the General Terms and Conditions.

The General Conditions may also be consulted on the Telenet web site:

- Dutch version: https://www2.telenet.be/content/dam/www-telenet-be/TB/Algemeen/TB%20General%20Conditions%20SOHO%20NL.pdf, or

- French version: https://www2.telenet.be/content/dam/www-telenet-be/TB/Algemeen/TB%20General%20Conditions%20SOHO_fr.pdf.

By signing or otherwise accepting this Service Agreement or ordering the Service, the Customer declares to have consulted the various documents comprising the Contract and to accept all of their provisions.).

1 Definitions

Besides the terms already defined in the General Terms and Conditions or on the first page of this Service Agreement, the following definitions are also being used in this Contract:

Business Day	A lapse of 24 hours, excluding hours on Saturdays, Sundays and Belgian public holidays.
Business Hours	From 8:00h AM to 19:00h PM CET, from Monday to Friday, official Belgian holidays excluded.
Change	The change of the current or pre-defined set-up of a Cloud or Hosting Service. Examples of Changes are:

- installing patches, hotfixes or updates;
- back-up recovery / restore;
- changes to hardware and/or software configurations;
- changes to the user management (active directory).

Change Request	A request by the Customer to implement a Change.
Cloud and/or Hosting Services	The cloud and/or hosting services provided by Telenet to the Customer under (a)/(the) separate service agreement(s). The most recent overview of Cloud & Hosting Services can be consulted on the Telenet Business' website.
Common Intervention	Any Intervention listed in Appendix 1.
Incident	An event which is not part of the standard operation of a Cloud or Hosting Service which causes or may cause disruption to or a reduction in the quality of the Cloud or Hosting Service.
Information Request	A request by the Customer for information regarding the set-up and/or usage of his Cloud or Hosting Service.
Intervention	A technical or operational support performance that can be requested in the framework of the Contract.
Logging	The registration of the time that a Support Ticket is created.
MyCloud	The online control panel (available on https://mycloud.telenet.be) allowing the Customer to manage its Cloud & Hosting Services.

Priority Level

The level of priority of an Intervention, either "Standard" or "Express", as further detailed in clause 2.4. Appendix 1 sets out the highest Priority Level possible for each Common Intervention.

Problem

A recurring Incident, for which a deeper analysis is required in order to resolve its root cause.

Resolution

- With respect to an Incident: the correction, fix, update, workaround, … of the Incident.
- With respect to a Change Request: the completion of the Change.
- With respect to an Information Request: the response to the Information Request.

Resolution Time

The time measured between the Logging and the Resolution.

Response

The start of the initial diagnosis of or first reaction to an Incident, Change Request or Information Request.

Response Time

The time measured between the Logging and the Response.

Service

The service, as described in clause 2, provided by Telenet to the Customer in the frame of the Contract.

Service Credits

Pre-financed credits used by the Customer to pay for the Service.

Support Ticket

A digital report created for every contact by the Customer of the Technical Support Helpdesk.

Technical Support Helpdesk

The single point of contact for the Customer to request Interventions.

2   Service

2.1 Description of the Service

The Service 'Cloud & Hosting Support' consists of technical and operational support interventions provided by Telenet to the Customer in relation the Cloud and/or Hosting Service(s) subscribed by the Customer. Interventions can be requested in case of:

(i)   Incidents;
(ii)   Change Requests; and
(iii) Information Requests.

2.2 Requirements

The Customer understands and accepts that the provision of the Service may require that Telenet has been granted all required access rights (e.g. administrative rights, passwords, ….) to the systems/infrastructure underlying the Cloud and Hosting Services subscribed. If this is the case, it is the Customer's responsibility to maintain such access for the entire duration of the Contract.

2.3 Requesting Interventions

Each Intervention must be requested by the Customer by contacting the Technical Support Helpdesk.

Depending on the Priority Level of the Intervention (see clause 2.4 below), the Technical Support Helpdesk should be contacted as follows:

-    MyCloud; OR
-    Email (cloudsupport@telenetgroup.be); OR
-    Phone (09 /326 90 94).

Each time an Intervention is requested, a Support Ticket is created. Each Support Ticket should indicate the correct Intervention topic. The selected Intervention topic may be changed by Telenet if, after initial contact and assessment of the Support Ticket, Telenet considers the selected Intervention topic is not in line with the Customer's underlying request.

The Customer can follow up the status of its Support Tickets and add comments through MyCloud. In its contacts with Telenet, the number of the Support Ticket is to be used by the Customer as reference.

2.4 Priority levels

The Interventions underlying each Support Ticket are assigned a Priority Level, in accordance with the table below, based on the impact on the Customer's business operations:

Priority Level	Description
Standard	There is minor negative impact on the Customer's business operations resulting from the reported Incident, requested Change or requested Information regarding the Cloud or Hosting Service.
Express	There is medium or high negative impact on the Customer's business operations resulting from the reported Incident, requested Change or requested Information regarding the Cloud or Hosting Service.

The Customer determines the initial Priority Level when contacting the Technical Support Helpdesk. The Intervention topic will determine the highest Priority Level that can be selected. The initial Priority Level assigned to the Support Ticket may be changed by Telenet after initial contact and assessment of the requested Intervention or – in case of an Incident - when a work-around has been found for the Incident concerned.

2.5 Response and Resolution times

Depending on the Priority Level assigned to the Support Ticket, the maximum Response Times and Resolution Times are as follows:

Incidents[2]	Response	Resolution[1]
Standard	1 Business Day	5 Business Days
Express	4 Business Hours	1 Business Day
Information Requests[2]	Response	Resolution[1]
Standard	2 Business Days	5 Business Days
Express	1 Business Day	2 Business Days
Change Requests[2]	Response	Resolution[1]
Standard	2 Business Days	5 Business Days
Express	1 Business Day	3 Business Days

[1] The maximum Resolution Times do not include the time needed to restore data backups. Restoration of data depends on the amount of data to be restored and can take up to several hours.

[2] The Response and Resolution Times set out in the table above only apply to Interventions qualifying as Common Interventions. Response and resolution Times for other Interventions are agreed upon between the Customer and Telenet prior to the performance of such Intervention.

3 Entry into force, term and termination

3.1 Entry into force

The Contract enters into effect on the date of signing or otherwise accepting this Service Agreement or the date of ordering the Service and remains in effect for as long as the Service is supplied to the Customer.

3.2 Term

The Contract is concluded for an indefinite term.

3.3 Termination

The Customer can terminate the Contract at each moment and even immediately by notifying Telenet in writing.

Telenet can terminate the Contract at each moment by notifying the Customer at least 1 month in advance.

The Contract is automatically terminated upon termination of all Cloud & Hosting contracts between Telenet and the Customer, one the one hand, and termination of the Contract will entail the automatic termination of all Cloud & Hosting Service Agreement(s) between Telenet and the Customer, on the other hand.

4 Prices and invoicing

4.1   The fees due for the Service are expressed in Service Credits. Service Credits must be purchased in advance by the Customer in MyCloud. The price per Service Credit is provided in MyCloud.

4.2   Depending on the type of Intervention, the number of Service Credits due will be:

(i)   fixed (i.e. regardless of the time needed to complete the Intervention); or

(ii)   variable (i.e. depending on the time needed to complete the Intervention).

The (fixed or variable) number of Service Credits due for Common Interventions is listed in Appendix 1. The (fixed or variable) number of Service Credits due for other Interventions is agreed upon between Telenet and the Customer prior to the start of the performance of such Interventions by Telenet.

4.3   The Customer can only request an Intervention insofar sufficient Service Credits are available. Service Credits can be purchased through the Order Form or via MyCloud. They are invoiced immediately after ordering.

4.4   Following an Intervention, the corresponding number of Service Credits is subtracted from the Customer's account. In case of a negative amount of Service Credits, the number of bundles of Service Credits required to obtain a positive balance will be automatically loaded onto the Customer's account and invoiced to the Customer. The remainder of Service Credits will be available in the Customer's account for later use.

5 Liability

5.1 Liability within the framework of the Contract

(a) Failure to respect the maximum Response or Resolution Times

Should Telenet fail to respect the maximum Response and/or Resolution Times, the Service Credits due for the Intervention will be waived.

The Parties acknowledge that the waiving of the Service Credits is a genuine estimate of the loss suffered by the Customer and not a penalty, and that the waiving of the Service Credits shall be the exclusive remedy of the Customer in case Telenet fails to respect the maximum Response and/or Resolution Time.

(b) Other failures

In the event Telenet's liability is engaged for failures in the framework of this Contract not being failures with respect to the maximum Response or Resolution Time – and without prejudice to the general provisions on liability of the General Terms and Conditions – the total amount of damages and interests that the Customer is entitled to claim from Telenet is limited to, per event or series of related events and per year, the highest of (i) 25.000 EUR, or (ii) the amounts paid by the Customer to Telenet in the framework of the Contract in the period of 12 months prior to the Customer's claim.

Appendix 1

1) **Common Interventions**

Dedicated Servers	**Standard**	**Express**
Request Manual Server Reboot	2 credits / Intervention	3 credits / Intervention
Server down due to hardware failure (+ hardware replacement and disaster recovery restore)	Free	Free
Server down (any reason, no hardware failure)	2 credits / 15 mins	3 credits / 15 mins
Request for software installation or upgrade by Telenet Hosting & Cloud	2 credits / 15 mins	3 credits / 15 mins
Switch IP to hot standby server	2 credits / Intervention	3 credits / Intervention
Problem accessing server with VPN/SSH/RDP	Free	Free
Uploading or downloading data from or to external data carrier	5 credits / Intervention	N/A
Change firewall rules (open/close ports)	2 credits / Intervention	3 credits / Intervention
Move server to other subnet/rack (e.g. Insecure subnet - SSH/RDP enabled on public IP)	20 credits/ Intervention	20 credits / Intervention
Virtual & Cloud Servers	**Standard**	**Express**
Server down (any reason, no hardware failure	2 credits / 15 mins	3 credits / 15 mins
Request for software installation or upgrade by Telenet Hosting & Cloud	2 credits / 15 mins	3 credits / 15 mins
Uploading or downloading data from or to external data carrier	5 credits / Intervention	N/A
Change firewall rules (open/close ports)	2 credits / Intervention	3 credits / Intervention
Colocation	**Standard**	**Express**
Request Manual Server Reboot	2 credits / Intervention	3 credits / Intervention
Problem accessing server with VPN/SSH/RDP	Free	Free
Physical access to colocation server	2 credits / 15 mins	N/A
Uploading or downloading data from or to external data carrier	5 credits / Intervention	N/A
Change firewall rules (open/close ports)	2 credits / Intervention	3 credits / Intervention
Move server to other subnet/rack (e.g. Insecure subnet - SSH/RDP enabled on public IP)	20 credits / Intervention	20 credits / Intervention

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Business

Software Assistance	Standard	Express
Customer assistance via remote access	2 credits / 15 mins	3 credits / 15 mins
Operating system (Windows & Linux)	2 credits / 15 mins	3 credits / 15 mins
Plesk - Use of Control Panel	Free	Free
Plesk - Support on underlying OS	2 credits / 15 mins	3 credits / 15 mins
Plesk - Migration to other Server with Plesk	2 credits / 15 mins	3 credits / 15 mins

Domain names	Standard	Express
troubleshooting and advice	Free	Free
Update domain name records	2 credits / Intervention	3 credits / Intervention

Shared Webhosting	Standard	Express
Website not reachable	Free	Free
Configure second FTP account	Free	Free
Change anonymous access on folders	Free	Free
Code questions [1]	2 credits / 15 mins	3 credits / 15 mins
Investigation on hacked website [1]	2 credits / 15 mins	3 credits / 15 mins
Internal website migrations [1]	2 credits / 15 mins	3 credits / 15 mins
Restore files from backup	2 credits / website	3 credits / website

Office Mail	Standard	Express
Import PST files to Exchange mailbox	5 credits /PST	N/A
Export mailbox from Exchange mailbox to PST	5 credits / PST	N/A
Restore Exchange mailbox from backup	25 credits / Intervention	N/A
Configure account in Outlook	Free	Free
Configure account in Mac Mail	Free	Free
Configure Mobile	Free	Free

CloudOffice	Standard	Express
Service Incident (inability to send or receive mails for a number of users, inability to manage users in Mycloud or MOP for the Telenet subscriptions …)	Free	Free
Configurations of mail client, outside onboarding services / agreements	2 Credits / 15 min	3 Credits / 15 min
Configurations on Microsoft Online Portal outside onboarding services / agreements	2 Credits / 15 min	3 Credits / 15 min

Configurations of CloudOffice (O365) software, outside onboarding services / agreements (e.g.: Word, OneDrive, …)	2 Credits / 15 min	3 Credits / 15 min
Request for Information	Free	Free

[1] Maximum Response and Resolution Times do not apply

2)   Other Interventions

Other Interventions (besides the Common Interventions) can be requested. Please contact Sales to agree upon prices and Response and Resolution Times.