

BRIDGE FIBRE LIMITED – A MODERN NETWORKS COMPANY

SUPPLEMENTARY TERMS AND CONDITIONS

HOSTED SERVICES

The terms and conditions set out in this supplement relate to the Hosted Services (“the Services”) provided by Bridge Fibre Limited (“Bridge Fibre”, “we”, or “us”) and are in addition to Bridge Fibre's General Terms and Conditions, which (together with any applicable Service Level Agreement) shall form the contract between the Customer and Bridge Fibre (“the Agreement”).

1. Additional definitions

- 1.1 “Customer Materials” means any data, information, document, text or images, in any format, that are transmitted or stored on the Service Resources by the Customer or on the Customer’s behalf, including any personal data (as defined in the Data Protection Legislation).
- 1.2 “Services” means all the hosted services, as described in the Order, to be provided by Bridge Fibre in consideration of the payment by the Customer of the Charges set out in the Order.
- 1.3 “Service Resources” means the facilities and equipment used by Bridge Fibre to provide the Services which shall comprise a fully operational computer system and networking capability.
- 1.4 “Service Users” means those persons identified in the Order who have been authorised by the Customer to access the Services. If there is an inconsistency between any of the definitions used in this supplement and the definitions used in Bridge Fibre’s General Terms and Conditions, then the definitions of this supplement shall prevail. Any other capitalised terms used shall be as defined in Bridge Fibre’s General Terms and Conditions.
- 1.5 “Systems Administrator” means an individual who is responsible for the configuration, maintenance and reliable operation of computer systems

2. Supply of Services

- 2.1 Bridge Fibre acknowledges that Customer Materials stored on the Service Resources is and shall remain the property of the Customer or its licensors.
- 2.2 Bridge Fibre will use all reasonable commercial endeavours to:
 - 2.2.1 deploy industry standard technology to keep the Customer Materials free from any Malware while such data is stored on the Service Resources;
 - 2.2.2 maintain industry standard safeguards against the destruction, loss, corruption or unauthorised alteration of or access to the Customer Materials, including back up data; and
 - 2.2.3 maintain the privacy of Customer Materials and prevent access from unauthorised third parties.

3. Customer Obligations

- 3.1 The Customer undertakes to use the Services strictly in accordance with all laws applicable to the Customer’s use of the Services and Bridge Fibre’s Acceptable Use Policy.
- 3.2 The Customer shall use a scanning program on all the Customer’s Material.
- 3.3 The Customer acknowledges that Bridge Fibre does not operate or exercise control over, and accepts no responsibility for the content of the Customers Materials received on the Service Resources.
- 3.4 The Customer acknowledges that the Services are on a shared platform with other Bridge Fibre clients. Bridge Fibre will take every reasonable care to protect the Customer from misuse by other clients using the server.

4. Supply of Hosted Server

- 4.1 Bridge Fibre will take all reasonable steps within the bounds of one data centre to ensure the Hosted Server is always on. The Hosted Server equipment will be housed in a hosting suite with fire detection and suppression, temperature and humidity control and security systems. There are dual power feeds to the equipment and redundant UPS systems together with a backup generator. Availability of the network and the Hosted Server will be monitored.
- 4.2 Bridge Fibre will backup Customers data to an offsite location daily using an industry standard backup schedule.
- 4.3 The Customer acknowledges that Bridge Fibre is only obliged to make the Service available to the Hosted Server Users, as specified in the Order, and no other persons. If additional users need access to the Service Bridge Fibre shall be entitled to charge an additional fee to set them up. Any agreed changes to the Service Users shall be recorded in the Order.

5. Licensing

- 5.1 Microsoft software is only to be licensed by:

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- 5.1.1 SPLA (all Microsoft operating systems can only be licensed this way), or
- 5.1.2 Licence Mobility. Providing the Customer has software assurance (SA) they can apply to license their applications this way.
- 5.2 All Microsoft software and updates will be carried out by Bridge Fibre or its nominated contractor; any software not installed by Bridge Fibre will not be licensed and the Customer therefore accepts liability.

6. Scheduled maintenance

- 6.1 Scheduled maintenance shall be required at regular intervals (and is excluded from Service availability). Bridge Fibre shall use all reasonable endeavours to:
 - 6.1.1 carry out scheduled maintenance at weekends and where that is not possible outside of Core Hours of Service;
 - 6.1.2 ensure that scheduled maintenance causes the minimum possible disruption to the Customer's use of the Services; and
 - 6.1.3 shall be completed as quickly as is reasonably practicable.
- 6.2 Scheduled maintenance may include, but is not limited to, the following:
 - 6.2.1 Server and network maintenance to replace or repair components;
 - 6.2.2 Software upgrades (e.g. operating system, application software); and
 - 6.2.3 Security fixes.
- 6.3 The Customer's System Administrators (as designated by the Customer) shall be notified by Bridge Fibre of scheduled outages by email at least twenty four (24) hours prior to each period of scheduled outage save when in the reasonable opinion of Bridge Fibre emergency maintenance is required in which case, where the Customer shall be given the greatest possible advance notice by Bridge Fibre. Without prejudice to the foregoing, the Customer acknowledges that Bridge Fibre is obliged only to provide as much prior notice of any Service-affecting maintenance as is reasonably practicable under the circumstances.
- 6.4 It is the responsibility of the Customer's System Administrator to notify appropriate persons within the Customer of scheduled outages of the Services.

7. Back Up and Recovery

- 7.1 The Customer acknowledges that the Services are backed up for the purposes of data recovery, where such recovery is required from a failure of one or more Service components.
- 7.2 The Customer is responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including loss of the Customer Materials.