



Project Cosmic

Specific Terms for Hosting.

This document deals only with the specific terms relating to the supply of Services that include the provision hosting and are a supplement to our General Terms, which also apply to your particular contract with us.

These Specific Terms take precedence over our General Terms.

1. Definitions

- 1.1. Anything defined in the General Terms shall have the same meaning here.
- 1.2. The following words shall have the following meanings:

Hosted Site: the site to be hosted as identified in the Commercial Terms.

Hosting Services: all services relating to hosting listed in the Commercial Terms.

Hosting Specification: as set out in the Commercial Terms.

Hosting Start Date: as specified in the Commercial Terms.

Materials: the contents of the Hosted Site.

2. Hosting services

- 2.1. We will in accordance with these Specific Terms, provide you with the Hosting Services set out in the Commercial Terms in relation to the hosting of the Hosted Site.
- 2.2. The Hosting Services shall commence as soon as reasonably practicable after we receive the Hosted Site and any Materials and will continue until terminated in accordance with paragraph 8 of these Specific Terms or paragraph 12 of the General Terms.
- 2.3. We will, if we created the Hosted Site, require you to take the Updating Service at the cost listed on the Commercial Terms. This means that we are responsible for implementing known patches and exploit updates.
- 2.4. In order for us to provide the best service we can, we monitor our server resources carefully and will inform you if you are exceeding the targets set in the Hosting Specification. If your use of the Hosting Services exceeds the Hosting Specification then we will either warn you in advance if such breach seems likely or retrospectively notify you of such breach and agree whether to increase the limit at additional cost or to introduce a limit in future months.
- 2.5. You acknowledge that we may need to disclose Confidential Information including your personal data to our sub-contractors involved in providing the Hosting Services, but will only do so if those sub-contractors are subject to appropriate confidentiality and data protection undertakings in accordance with the General Terms.

3. Email

- 3.1. We can provide, on request, up to ten email addresses linked to the Hosted Site. We may also provide virus scanning and spam protection options in connection with these as set out on the Commercial Terms. Such services are provided by third parties and we do not accept responsibility for the same.
- 3.2. We may on your request and at our discretion provide email forwarding for the ten addresses mentioned above.

Commented [KD1]: We talk about resources as being Bandwidth, storage and CPU. Is there anything we can include in here to describe that?

Commented [EAP2R1]: Are you happy to fix these numbers here – surely they should be in the Commercial Terms. I would call them *Hosting Specification*

Commented [KD3R1]: Yes please put them in the commercial terms as hosting spec



4. Charges

The Charges will be calculated as set out in the Commercial Terms.

5. Back-Up and Maintenance

- 5.1. We regularly back up the service, we recommend you take back-ups of the Hosted Site.
- 5.2. If we have not written the Hosted Site, then you are responsible for all patches and exploit updates and for rolling them out, unless otherwise provided in the Commercial Terms.

6. Website/ Application Content & Use

- 6.1. You acknowledge that we are entitled at any time and on prior notice to remove the Hosted Site from its server and/or bar access to the same in the event of
 - 6.1.1. any violation or alleged or suspected violation of Industry Standard Codes of Conduct,
 - 6.1.2. your failure to install patches and exploit updates if we consider there is a potential risk to other sites; or
 - 6.1.3. being authorised so to do by a competent law enforcement agency.
- 6.2. You undertake to use best endeavours to ensure that any material contained in or linked to its Hosted Site and (if applicable) contained in its discussion group, chat room or bulletin board complies with the following basic standards:
 - 6.2.1. all information and activities must be legal, decent and honest (in terms of law and standards);
 - 6.2.2. Data Protection Legislation;
 - 6.2.3. distance selling requirements as related to on-line activities must be complied with as laid down by law;
 - 6.2.4. applicable legal requirements; and.
 - 6.2.5. your password adheres to best practice and is stored securely.

- 6.3. We will use a sub-contractor to provide part of the Hosting Services. This sub-contractor requires us to comply with its terms and conditions and we, in turn need you to not put us in breach. The terms are available on **request**. You agree to that you will not put us in breach of those terms, whether by act or omission.

7. Intellectual Property Rights

- 7.1. You retain all Intellectual Property Rights in the Hosted Site and grant us a licence to such Intellectual Property Rights to the extent required to perform its obligations under the Contract.
- 7.2. You agree to indemnify us against all damage, loss and expense arising as a result of any action or claim that the Hosted Site or the Materials infringe any Intellectual Property Rights of a third party.

8. Termination

Either of us may terminate the Hosting Services by giving not less than one month's notice in writing, expiring on any anniversary of the Hosting Start Date. All Charges for Hosting Services are due in advance and are not refundable.

Commented [EAP4]: It is in the General Terms

Commented [KD5]: Is this our domain or the hoster's domain?

Commented [EAP6R5]: hoster

Commented [KD7R5]: does this not give away commercially sensitive information?

Commented [EAP8R5]: This was in the old terms. My amendment means that there is probably nothing that can be enforced. You can risk this (probably low risk), get me to incorporate detailed identical terms into these Terms or reveal the identity.

