Service Agreement Shared Hosting.

Between
Company name:
Street, No. or POBox:
Postal code:
City:
Hereinafter referred to as the "Customer"

and
Ziggo Zakelijk Services B.V.
Kabelweg 51
1014BA Amsterdam
Hereinafter referred to as 'Ziggo'

Definitions

Order form:
Part of the contract that states the pricing of the service that the Customer agreed to obtain from Ziggo.
Intervention Topic: Activities that are mentioned in the Intervention Topic List Addendum of this Service Agreement.

Service Agreement:
Part of the contract that describes the service and the service levels that Ziggo is committed to deliver.

Service Credits:
Credits that are obtained in advance which the Customer can use to have Ziggo perform certain activities that are not included in the regular service.

Service Level Agreement:
The agreement which forms part of the contract and which outlines the level of service to be provided.

Support Ticket:
A record logged by support representatives of Ziggo into a helpdesk management application system in respons to Customer support calls.

It is agreed as follows:

Ziggo undertakes to provide the Customer with the Services as stipulated in the Contract.

The Customer acknowledges that it is aware of the terms of the Contract. The Contract comprises: the General Terms and Conditions (Algemene Voorwaarden and Aanvullende Voorwaarden Cloud Services), this Service Agreement and the service-specific provisions hereof, which supplement the General Terms and Conditions, the Service Level Agreement and the Order Form.

Ziggo and the Customer are also each referred to as a "Party", and together as the "Parties".

The General Terms and Conditions may also be consulted on the website: ziggozakelijk.nl/cloudservices

The Customer accepts the provisions of the Contract.

1 Description of Shared Hosting

Shared Hosting Services are the Shared Hosting and Hosted Applications services described hereunder:

Shared Hosting:
- Shared Linux web hosting
- Shared Windows web hosting

Hosted Applications:
- Office Mail - Hosted Exchange
- Hosted SharePoint
- Online Backup
- Nomadesk Fileserver

2 Service-specific provisions

2.1 Data centre Services

Ziggo uses rackspace in its own datacenters for the virtualservers:
- Datacenter address Ghent: Antwerpse Steenweg 19, 9080 Lochristi, Belgium.
- Datacenter address Mechelen : Liersesteenweg 4, 2800 Mechelen, Belgium.

Alternatively a third data center is used: LCL, Kouterveldstraat 13, 1831 Diegem, Belgium.

The data centers are equipped with:
- UPS (Universal Power Supply)
- Power generator (diesel)
- Air conditioning
- Temperature control
- Intrusion alarm system
- Closed Circuit TV system
- Controlled entrance
- Fire detection
- Fire suppression (gas)

2.2 Network Services

2.2.1 Internet Access Services

Ziggo has implemented the BGP4 protocol for the IP space to ensure that the "shortest route" is used to route traffic to users, even if one of the connections to the internet is not available. The three datacenters are interconnected through redundant fibers (Type 7, completely redundant with fully separated routing) Ziggo has peering and transit agreements with several national and international internet providers. The total available bandwidth to the internet exceeds 3 GBit/s.

2.2.2 Bandwidth

Each shared hosting server has bandwidth with a bursting capacity up to 100 Mbit/s. This means that the speed (Mbit/s) is optimal, even when a high number of competing users are visiting the websites and web applications on the server.

2.2.3 Contention

The bandwidth is available for each server on a dedicated, switched, full-duplex Ethernet network.
This avoids any form of interference with other customers, making the bandwidth available at any time.

2.2.4 Network SLA

Ziggo has agreements with Internet Service providers that guarantee an availability on their lines of 99,99%. Ziggo guarantees an availability of its internal network in the datacenter of 99,9%.

2.2.5 IP Addresses

One public IP address is included with each shared server. This means that IP addresses are shared among multiple customers. The IP addresses are property of Telenet and may be changed for operational reasons. In case the IP address that is allocated to the Customer server changes, the Customer must make or arrange the necessary changes to its websites and/or applications to accommodate such at its cost. Ziggo advises not to use IP addresses in websites and applications, but instead to use hostnames.

2.2.6 Domain names and name servers (DNS)

Domain names can be registered on ziggozakelijk.nl/cloudservices.nl Existing domain names can be transferred to Ziggo. In both cases, the Customer remains owner of the domain names. The use of the primary and secondary name servers is included for each domain name which is registered with Ziggo or which is transferred to Ziggo. The use of these name servers is optional for domain names managed by another registrar. For each domain name on upccloudservices.com name servers, an unlimited number of sub domains and records (A, CNAME, MX) can be created using the web interface.
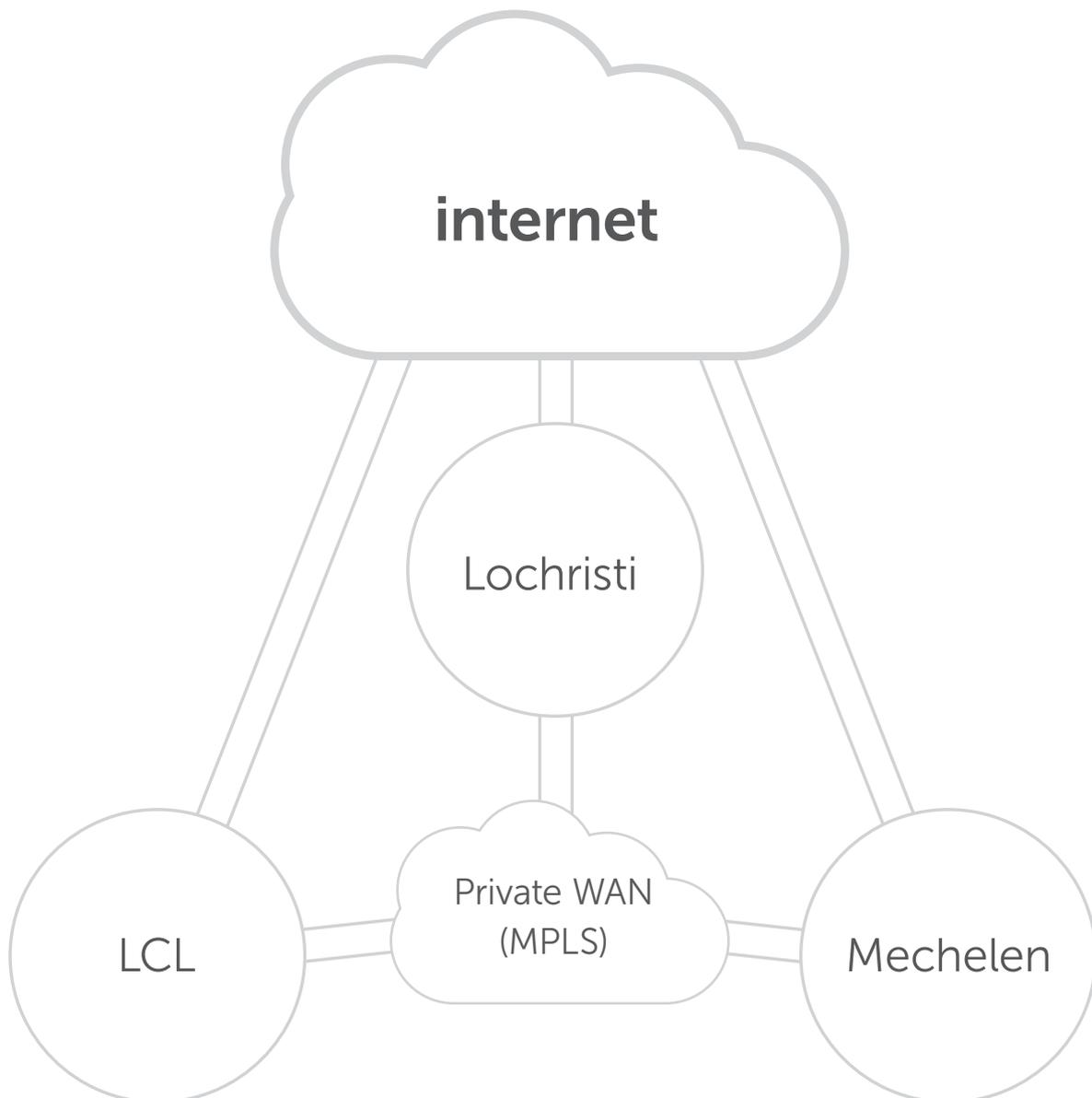
2.2.7 Firewall

Each server is secured through a shared hardware firewall cluster.

2.2.8 Network architecture

Schematic overview of the network architecture within the datacenters:

Private Peerings

2.3 Spam, viruses and security

For maintenance or security purposes, it may be necessary for Ziggo to log in to the Customer's account. If Ziggo does so, all data found in the Customer's account will be treated as strictly confidential. Data will never be copied from the Customer's account, except for a backup. Ziggo will take all reasonable measures to protect the data on the servers.

2.4 Compromised accounts

Despite all security measures servers or applications may get compromised or hacked. Common entry points for hackers are: unpatched software (like Joomla, Drupal or other applications), software that is badly configured and bad coding (like SQL code injection). Ziggo will make all reasonable effort to make sure that the availability is maximal even when the account or server is hacked. If an account poses a security threat to other accounts, other customers' data of the service in general, Ziggo has the right to disable the account (temporary). If the cause of the security breach is an error of the Customer all the costs (like excessive use of bandwidth or data traffic, security audits, re-installation,...) due to the hacking of the account or server will be charged to the Customer.

2.4.1 Viruses

Ziggo reserves the right to take all actions necessary if a virus or worm is detected on a server, to prevent any harm from being done to the network, its components, other servers, customers or visitors of websites.

2.4.2 Spam

Ziggo will act upon every Spam (unsolicited e-mail) complaint received. Ziggo reserves the right to take any action necessary to prevent further sending of Spam. If Ziggo is charged by third parties, these charges will be invoiced to the customer from which the Spam originated. All outgoing e-mail sent from Ziggo servers is checked for spam. Suspected spam e-mails will be dropped and the number of e-mails that can be sent from an account will be limited (throttling).

2.5 Server access

For security reasons, shared servers are not accessible with remote access software.
Please note that many tasks on shared servers can also be performed using the MyAccount website.

2.5.1 Physical access to Ziggo shared servers

Physical access to a shared server is not allowed, because the data centre is highly secured and only qualified personnel is granted access. Interventions that require physical access (very rare) are executed by Ziggo.

2.6 Availability

Ziggo shall make every reasonable effort to maximize the availability of each server. Ziggo guarantees 99,9% availability of each shared hosting server, excluded scheduled maintenance and emergency maintenance and force majeure.

2.6.1 Scheduled Maintenance

Scheduled Maintenance activities will be scheduled at times that minimize the impact on customers. Scheduled maintenance will always be announced at least two (2) business days in advance, except for maintenance that is planned within the fixed maintenance window on each first Tuesday of the month from 22h until 3h. However, Emergency Maintenance can be conducted at any time when Ziggo deems the scope of the maintenance urgent enough to warrant immediate action.

2.6.2 Severity

Ziggo makes a distinction between four (4) types of interventions, based on the severity of the problem:

SEVERITY	DESCRIPTION	EXAMPLES
S1	A problem or error causing a Service or any portion thereof to be completely inoperative or severely affected causing immediate and significant degradation of Service to customers.	Service completely or partly down for all customers
S2	A problem or error causing a Service or any portion thereof to be adversely affected causing some Service degradation but as yet is not significantly impacting Customer's ability to utilize the Service.	More than 10% of customers are experiencing problems. Loss of capacity, redundancy, monitoring Performance related issues.
S3	to fail to perform but such failure is noncritical. Causes minor Service degradation with minor impact to Customer's ability to utilize the Service.	Supporting, non critical systems are down.
S4	All incidents that are not Service affecting. Not Service affecting refers to incidents which result in a degradation of system performance but do not affect the global user experience.	An incident affecting only one user.

2.7 Backup Services

A daily backup is taken of each shared hosting account and each mail account. The backups are scheduled each night. The backup software takes daily incremental backups. Backups are stored on a storage system. A backup will be taken of each file which, at the time of backup, is not locked or in use by another process. Each version of each file is stored as long as the file is present on the server and after that for a period of four (4) days.

2.7.1 Restore requested by Customer

Any partial or full restore can be requested by the Customer by having the support desk create a Support Ticket. This restore will be paid using Service Credits, as foreseen in the Intervention Topic List attached to this Service Agreement.

2.7.2 Restore after disaster recovery

In the unlikely event of a catastrophic failure of a shared server, a new server will be brought live and the most recent backup will be restored on this server.

2.7.3 Restore tests

From time to time Ziggo will perform restore tests to check if the data in the backup sets can be read after a restore. The tests are done at random and are done to validate the correct functioning of the backup software and the backup infrastructure. Because Ziggo cannot interpret the correctness of the data in the backup set, Customer should request a restore test if there is doubt that the information in the backup set is insufficient or corrupted. This restore test will be paid using Service Credits, as foreseen in the Intervention Topic List attached to this Service Agreement.

2.8 Monitoring Services

Every shared server is monitored 24 hours a day, 7 days a week and 365 days a year using monitoring software:
- Hardware;
- Service specific parameters;
- Services on server level;
- Individual customer accounts are not monitored.

If a test fails, a monitoring notification is generated immediately. All notifications are sent directly to the Ziggo intervention team. Ziggo applies the following intervention timeframes after a monitoring alarm, for all shared servers:

- During business hours (8:00h – 18:00h from Monday to Friday, Dutch official holidays excluded): intervention start within five (5) minutes after alarm;
- Outside business hours: intervention starts within one (1) hour after alarm for S1 en S2 interventions.

2.9 Control panels

2.9.1 MyAccount

Ziggo provides web-based account and server management tools on ziggozakelijk.nl/cloudservices The control panels are designed to give the Customer control over its account and many services such as adding, removing and editing user details, switching plans and configuring websites. The Customer can use the control panels to perform most of the routine account and server management tasks.

2.10 Shared Webhosting and streaming

2.10.1 Web server availability

Webserver availability is defined as the ability to retrieve the HTTP headers from the hosting server. Ziggo will not monitor individual sites but monitors the server availability as a whole. To verify the webserver availability, Ziggo will probe the webserver to retrieve the HTTP headers on the server every five (5) minutes, with a 30 (thirty)-second failure threshold. If the result is not successful, the server is considered non-operational. If two (2) or more tests fail, the problem is escalated to the technical support and system administrators.

2.10.2 Database server availability

Database server availability is defined as the ability to receive a response from the database server. Ziggo will not monitor individual sites but monitors the server availability as a whole. To verify the database server availability, Ziggo will probe the database server every five (5) minutes, with a 30 (thirty)-second failure threshold. If the result is not successful, the server is considered nonoperational. If two (2) or more tests fail, the problem is escalated to the technical support and system administrators.

2.10.3 Server software

Ziggo will exercise best practices to ensure that all system software, pre-installed software and hardware is installed and configured correctly. Ziggo will choose the configuration it determines to be most suitable for all customers. This is at Ziggo's sole discretion. Ziggo is not responsible for problems or downtime of Customer's websites and applications that arise from incompatibilities of upgraded or patched server software and the Customer's content, regardless of whether the upgrade or patch was requested by the Customer. Ziggo will provide its best efforts to help the Customer to find a workaround.

2.11 Office Mail – Hosted Exchange

Office Mail – Hosted Exchange is a hosted mailing en collaboration solution based on Microsoft Exchange Server in a shared hosting environment.

2.11.1 Office Mail Plans

The Office Mail service is based on plans. Plans are a set of features and options.
One organization can use a combination of plans for different users. Plans may be subject to changes, additional plans may be created.

2.11.2 Description of Exchange Services

Microsoft Exchange offers the following rich set of services:
- Mailboxes and related features such as folder sharing within a single organization, sending and receiving e-mail messages, multiple e-mail addresses, delivery restrictions, delivery options, and offline folders. Each mailbox is added to the organisations Global Address List.
- Public Folders and related features such as sharing folders within a single organisation; The name of root public folder may not be changed.
- Distribution lists and related features such as sending and receiving e-mail messages, multiple e-mail addresses, and delivery restrictions. Each distribution is added to the organisations Global Address List.
- Contacts - Each contact is added to the Global Address List.
- Multiple Inbound Domains
- Global Address List and Offline Address List - one per organisation.

2.11.3 Active Disk Space

Every Office Mail-mailbox has an active disk space, in which e-mails and other Exchange-items (depending on the plan) are stored. The size of the active mailbox is limited to keep the performance of the Exchange Server optimal for all users. The active Exchange mailbox-size is limited to a maximum of 25 GB.

2.11.4 Mail Delivery

Microsoft Exchange Server uses the SMTP-protocol to deliver outbound e-mail messages. This protocol was designed as a robust way of delivering messages, but has no features that handle immediate delivery of messages. Usually messages are delivered within a few seconds, but if the destination server becomes unavailable, the delivery may take a longer time. Microsoft Exchange will retry to send the message every ten minutes, for three times. After that a send attempt is performed every fifteen minutes. If the message hasn't been delivered for twelve (12) hours, the sender will receive a delay notification. If the message hasn't been delivered after four (4) days, a no successful delivery message will be returned to the sender and the message will be deleted from the server.

2.11.5 Public folders

One public folder is available per Exchange organization. The size of the public folder is limited to 250 MB and can contains files, messages, contacts, posts, appointments, tasks, journal entries and notes. The Customer has to request its public folder with Customer Care.

2.11.6 Microsoft Outlook for Windows or Microsoft Outlook for Mac

The Customer can optionally obtain a valid license for Microsoft Outlook or Outlook for Mac. The license is granted to the Customer for use with the Office Mail-account and is valid as long as the Customer is subscribed to Offic Mail. Once the Customer terminates its subscription, the Customer must remove the software from its computer or purchase a valid license from a Microsoft reseller. A copy of Microsoft Outlook for windows or Outlook for Mac-software can be requested at Ziggo, when the Customer subscribes to Office Mail.

2.11.7 Minimum requirements

To access Office Mail accounts the Customer needs the following minimum configurations:
- For users using Outlook (RPC over HTTP(s)): Windows XP with latest service pack or more recent and Microsoft Outlook 2007 with the latest service pack.
- For users using OWA : any computer with Internet Explorer 8 or higher.
- For users using POP3 of IMAP: any mail client supporting IMAP and POP3.
- For users using Microsoft Direct Push: A Smartphone or PDA with Windows Mobile 6 and the "messaging & security feature pack".
- For users using Activesync: A Smartphone or PDA with an ActiveSync-enabled device.
- For users using Blackberry: Blackberry device version 4.x.

2.11.8 Backup of Hosted Exchange accounts

Daily full backups of Exchange servers are performed to a shared backup device. The backups are kept for a period of four (4) days.

2.11.9 Restore requested by Customer

Any restore can be requested by the Customer by creating a Support Ticket through a customer support agent. This restore will be paid using Service Credits, as foreseen in the Intervention Topic List. Ziggo can restore public or private information stores of Exchange and make it available in .pst-file format. Ziggo cannot be held liable for any data loss resulting from failure of backup media or backup software, unless in case of gross negligence of Ziggo.

2.11.10 Mobile Data

 Ziggo offers a variety of mobile services within Office Mail. Not all services are applicable for all plans.
The Customer has to check the overview of plans to see, which mobile service is included with its Office Mail-plan. The following mobile services are optional with Office Mail:
- Activesync over mobile data connection.
- Microsoft Direct Push.
- Blackberry (BES).

The Customer Office Mail subscription does not include the service charge for its mobile data connection. Ziggo has to be contacted for advice on operators and tariff plans.

2.11.10 Antispam & antivirus
All Office Mail plans include virus- and spam filtering. Ziggo's solution is based on a combination of technologies, implemented on separate servers in front of the Exchange-servers. This means that spam and viruses are blocked before they arrive on the Exchange-servers. Messages sent between accounts on the same server are not scanned for viruses. The spam-policy can be configured in the control panels. The virus and spam definitions are updated every fifteen (15) minutes.

2.11.11 Availability
 Ziggo is committed to providing the highest quality service to all customers. Ziggo guarantees 99,9% availability of the Microsoft Exchange servers. Availability is defined by the ability of users with an active mail account (not blocked due to oversizedmailbox, as an example) to receive e-mails from the Exchange -server and send e-mails via the Exchange Server.

2.12 Nomadesk
2.12.1 Nomadesk Plans
The Nomadesk service is based on plans. Plans are a set of features and options.

2.12.2 Minimum requirements
 To Nomadesk software you will need the following minimum configurations:
• Computer running XP SP2 or higher.
• Mac running OS X 10.5 or higher.
• Minimum 1 GB of RAM; 2 GB are recommended.
• Minimum 10 GB of free diskspace.

2.12.3 Availability
 Ziggo is committed to providing the highest quality service to all customers. Ziggo guarantees 99,9% availability of Nomadesk. Availability is defined by the ability of users to synchronize files with an active account (not blocked due to wrong password policy, as example).

2.12.4 Software License
As long as the Customer has an active subscription for the Nomadesk solution, Ziggo gives it the right to use the Client Software on one or more computers within its organisation. The software is provided "as-is". By using the software the Customer acknowledges having read and accepted the license agreement. The license fee for the use of the Client software is included in the monthly fee of the Customers Nomadesk Solution.

2.13 Hosted SharePoint

2.13.1 Support

The following items can be supported by Ziggo:

• Connection to the SharePoint Service –Instructing the end-user logging into to the SharePoint server(s).

• Connection of SharePoint Designer to modify SharePoint Sites.

• Creation of SharePoint sub-sites and users.

Ziggo can support the Customer with the following questions on a best-effort base as a courtesy to its customers:

• Use of Sharepoint Designer and limited customization of SharePoint Sites.

• Use of Microsoft provided Templates.

• Use of Microsoft Office.

Ziggo can support the Customer with the following questions on a best-effort base.
These interventions are billable:

• Migrating or importing of data from previous SharePoint sites or user provided SharePoint backup files

Ziggo will refer customers to a third party for the following questions:

• Training on the use of SharePoint and Microsoft Office features.

• Use of SharePoint services on non-Windows computer.

2.13.2 Minimum requirements

To access hosted SharePoint accounts the Customer needs the following minimum configurations:

• Computer running XP or higher and Microsoft Office 2007 or higher.

• Mac running OSX 4 or higher.

• Minimum 1.5 GB of RAM; 2 GB are recommended.

• Minimum processor 1.5 Ghz; 3.0 Ghz is recommended.

• Web Browser:

-    Internet Explorer 7.x.

-    Firefox 3.x.

-    Safari 2.x (with OSX 4 or higher).

The Microsoft Document Connection for Mac is a tool that enhances the connection between SharePoint and Microsoft Office on the Mac. It is available free as part of the Microsoft Office 2008 Service Pack 2. It can be downloaded from www.microsoft.com/mac/itpros/dcc.mspx.

2.13.2 Availability

Ziggo is committed to providing the highest quality service to all customers. Ziggo guarantees 99,9% availability of the Microsoft SharePoint servers. Availability is defined by the ability of users with an active account (not blocked due to wrong password policy, as example) to logon to their SharePoint site using a browser or SharePoint Designer.

2.14 Online Backup

Online Backup is a solution for backing up files and data stored on a computer or server. All data is encrypted and compressed on the computer and then sent to the Ziggo datacenter where it is stored on a redundant storage infrastructure.

The Online Backup client has several features. It can backup normal data but also specific data such as:

• Documents (Word, Excel, Powerpoint-files).
• Favorites.
• Microsoft Outlook.
• Windows System state.
• MS SQL Server, MS Exchange Server (only applicable for server backup plans).
• Network paths (only applicable for server backup plans).

A user can make one or more scheduled tasks to backup data automatically (e.g. daily, weekly). This can be scheduled whenever a user wants. The Online Backup Service also includes a management console, which can be accessed through an internet browser (e.g. Internet Explorer). It has several functions:

• Access your data.
• Change user settings (e.g. password).
• Overview of your backups through logs and reports.

2.14.1 Minimum requirements

The Online Backup client is supported on different platforms. These are the minimum requirements:

• Windows XP / Vista / 7.
• Windows Server 2000 / 2003 / 2008 / 2008 R2.
• Small Business Server 2008.

On each platform the .Net framework needs to be installed. If the framework is not installed the setup will install the framework automatically.

The hardware requirements are:

• Computer with 1 gigahertz (GHz) or higher processor clock speed recommended.
• 1 GB memory.
• 2 GB of disk space.
• Internet connection (e.g. cable, ADSL, SDSL).

2.14.2 Software License

As long as the Customer has an active subscription for the Online Backup solution, Ziggo gives it the right to use the client software on one or more computers within its organization. The software is provided "as-is". By using the software the Customer acknowledges having read and accepted the license agreement. The license fee for the use of the client software is included in the monthly fee of your Online Backup Solution.

2.14.3 Disk space

Every Online Backup account has a limited size of backup disk space on the backup servers available. At any time the Customer can upgrade the available backup disk space by a simple request to Ziggo. Upgrading the available backup disk space means a higher monthly fee for the backup service.

2.14.4 Retention policy

Once a file has been backed up to the server, it stays there until it is deleted by the Customer from the backup storage, even if it has been deleted from the client computer. The files from the storage are only removed by Ziggo when the Customer closes his account.

2.14.5 Version management

Using the client software the Customer can configure the number of versions that need to be stored on the backup storage. The backup schedule is the reference point for versions. If it has more than one version of the file configured to be stored on the backup server, the Customer will be able to take advantage of block level increment backups. The default value is three (3) versions.

2.14.6 Encryption

The Software client supports 128 and 256 bit AES encryption. Although 256 bits encryption is provided 128 bits is provided for backwards compatibility. The level of encryption can be configured on the Software client. Ziggo recommends to use 256 bits encryption. To encrypt the files, the Customer needs to pick an encryption key. With this key, the information can be encrypted and decrypted. The key is strictly personal. The key is not stored on Ziggo servers and CANNOT be retrieved by Ziggo. It is not possible to restore information to a computer without the correct encryption key.

2.14.7 Restore

The Customer can at any time do a restore of files, application data or entire folder using the software client. The software client will propose to do a restore to a location on the hard drive of the local computer. To do a restore the encryption key that was used to encrypt is needed. Without the correct encryption key the data cannot be decrypted. An alternative way of restoring files is by using the Online Backup control panels. All restores are performed in real time and can take some time, depending on the size of the files and the speed of the internet line that connects the computer to the internet.

2.14.8 Security policy

Ziggo will act upon every security threat or complaint received. These interventions will have to be paid by the offending or abusing customer of the hosting account. Ziggo reserves the right to take any action necessary to prevent further abuse. Ziggo reserves the right to log in on every hosting account at any time for maintenance or security purposes. Ziggo will treat all data as strictly confidential. No data will be copied from the hosting account to another location, unless for the backup and archiving solution. All data on the Backup servers is stored encrypted and the contents cannot be read by Ziggo.

2.14.9 Virusses

Ziggo does not scan the backup data from customers for viruses, because all files are compressed and encrypted on the client computer (Virus scanning software will not pick up a virus in an encrypted file). The Customer has to take all necessary precautions to scan the files for viruses on his computer.

2.15 Product Lifecycle

Ziggo strives to offer the latest stable version of server software to all customers. This chapter describes how Ziggo manages new software versions and support of previous versions.

2.15.1 Support

In the product lifecycle Ziggo identifies two (2) types of support: mainstream support and extended support.

Mainstream Support

Mainstream support is valid for an active software version until two (2) years after the newer version is launched:
• New hosting packages can be added.
• Capacity upgrades are possible (extra storage, extra users).
• Patches and upgrades for the operating system and the software are installed after they are tested by Ziggo.
• Technical Support Tickets for included services are free.
• Customers can request new features and functionality. Upon evaluation by Ziggo, these may be implemented.
• Availability guarantee is 99.9%.
• Interventions with severity S1 and S2 are executed 24/7.
• Mainstream support will end 2 years after a newer version is available.

Extended Support

Extended support is valid for previous software versions between two (2) years and four (4) years after the newer version is launched. Extended support has the following features:
• New hosting packages with this version can no longer be ordered.
• Capacity upgrades are possible (extra storage, extra users,...).
• Only security patches will be installed.
• All technical Support Tickets will be billable.
• Version upgrades to the newer version are free. Data migration is billable.
• No availability garantuees are given for the platform.
• Interventions with severity S1 and S2 are executed 24/7.
• Extended support will end 4 years after a newer version is available.

No Support

After four (4) years a newer version of the server software is used by Ziggo, the version is retired. This means:
• New hosting packages with this version can no longer be ordered.
• Capacity upgrades are not possible (extra storage, extra users,...).
• No patched and upgrades are installed.
• All technical Support Tickets will be billable, support interventions are executed at best effort.
• Version upgrades to the newer version are free. Data migration is billable.
• Interventions with severity S1 and S2 are executed during office hours.
• No availability and security guarantees are given for the platform.

2.15.2 Upgrades & Migration

Upgrades to the newer version are always free. If there is a difference in the subscription price, the pricing of the

version the Customer upgrades to is applied. During mainstream support, Ziggo will assist the Customer in migrating its data and configurations to the newest version of the product. Some software vendors do not provide a migration path to the newer version. The migration of the data is executed at best effort. All upgrades and migrations are executed at request and/or approval of the Customer.

2.16 Contract termination

2.16.1 Contract Period & Invoicing

The Contract comes into effect on the date of signature of this Service Agreement or the date of signature of a Ziggo Shared Hosting Order Form. Shared Hosting Services have a fixed minimum contract period, as laid down in the Order Form. The Party wishing to terminate a Shared Hosting Service must serve notice of that wish on the other Party by registered letter at least 1 (one) month before the laps of the then current period. Failing such notice, the Shared Hosting Service is tacitly extended for successive periods of the same duration as the initial one laid down in the Order Form.

Upon contract termination Ziggo will inform the Customer by automated e-mail when the Services become unavailable. This message will be sent to the invoice contact.

2.16.2 Customer data

At all times all data the Customer stored with Ziggo is property of the Customer. At contract termination it is up to the Customer to retrieve the data from the Ziggo infrastructure. If the Customer requires assistance with the recuperation of the data, Ziggo can assist it. The Customer has to create a Support Ticket. The price for this intervention will be communicated upfront by Ziggo. After Ziggo receives the payment for the intervention, it will be executed.

2.16.3 Data retention

At the end of the contract period Ziggo will terminate the Service of the Customer. This means that the Service becomes unavailable. After fourteen (14) days, Ziggo will also delete the data in the account of the Customer. In order to restore data for a terminated account, the Customer will have to create a Support Ticket as soon as possible. Support Tickets may take up to two (2) business days to be processed. The price for this intervention will be communicated upfront by Ziggo. After Ziggo receives the payment for the intervention, it will be executed. After Contract termination the Customer has one month notice time and 14 days retention time for all data to be retrieved from the account.

2.17 Limited Liability

Except in the case of death or physical injury, the amount of compensation and interests which is due by Ziggo to the Customer is in any case limited to an aggregate amount of one (1) monthly fee for the Services as described in this Service Agreement per event or series of related events, with a maximum amount of twelve (12) monthly fees in respect of all events arising in a year.

2.18 Annexes

The Annex 1 is an integral part of this Agreement.

On behalf of the Customer	On behalf of Ziggo
Name:	Name:
Date of signature:	Date of signature:

The Contract has been drawn up in two original copies in Amsterdam,
on .... /......... / 20 .... , whereby each Party acknowledges having received its copy.

These terms and conditions apply in areas in which the services of Ziggo were provided under the name UPC Business (the trading name of UPC Nederland Business B.V.) until 13 April 2015. The name UPC Nederland Business B.V. has been changed to Ziggo Zakelijk Services B.V. as of 13 April 2015.

Appendix 1

This appendix is additional to the Service Agreement Shared Hosting. Due to the lifecycle of a software attribute, these are not included in the Service agreement Shared Hosting. This contains the variable values of the Service agreement, and is subject to review every 6 months. All software will stay under support, as long as the software vendor offers such assistance. As soon as the Vendor can no longer guarantee support to this software, Ziggo can no longer guarantee the correct

Software supported by Ziggo
The following software are supported by Ziggo :

Operating Systems
• Microsoft Windows Server 2008 R2
• Microsoft Windows Server 2012
• Linux Debian 6
• Linux Redhat enterprise Server

Applications
• Parrallels Plesk 11.x
• MS SQL Server 2008 R2

Any other software can be installed by Ziggo on a best effort basis.

Software installation for Shared Hosting

Service	Server Version	Launch date
Windows Hosting – MS SQL Server	MS SQL Server 2008 (R2)	September 2008
Windows Hosting – Internet Information Server	Internet Information Server 7.5 on Windows Server 2008 R2	May 2008
Office Mail	Exchange 2010	November 2008
Hosted SharePoint	Windows SharePoint Services v3	April 2008

Intervention Topic List

	Standard Priority	Express Priority	Critical Priority	Critical 24/7 Priority (only for customers with Premium 24/7 Support Contract)
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 / website	N/A
Office Mail (Microsoft Exchange) 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/Aa	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
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