Regis IT Ltd Agreement Addendum
Dedicated Server Terms & Conditions

Regis IT Limited is a company that resells Server services provided by ICUK Computing Services Ltd, hereafter referred to as "ICUK". The customer wishes to obtain those services from Regis IT in accordance with its related terms and conditions within this addendum and in conjunction with the General Terms and Conditions further defined.

Under this agreement and via the services offered by ICUK, Regis IT provides internet connectivity services (the "Bandwidth"), the equipment (the "Server"), the availablity of space to store and operate such equipment (the "Space") and the licensing of software (the "Software"), together comprising the dedicated server package under this Agreement (the "Services").

A-DS 1.   Definitions
All previous definitions in this agreement are utlised in conjunction with this Addendum in relation to the Dedicated Server service, unless the context otherwise requires:

1.1   *Agreement:* means The General Agreement in full referenced above, inclusive of all addendums, attachments and relevant Terms, conditions and applicable application form and Acceptable Use Policy;

1.2   *Commencement Date:* means the date when the Customer first receives the live Service.

1.3   *Customer Apparatus:* means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment;

1.4   *Equipment:* means any apparatus or equipment provided by Regis IT or any third party to the Customer at the Premises to enable provision of the Service;

1.5   *Minimum Period:* means thirty (30) days unless otherwise stated within this addendum.

1.6   *System:* means the Dedicated Server system which Regis IT runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by Regis IT from a third party.

1.7   *Person:* means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;

1.8   *Services:* hereafter and related to this addendum means those manual and automatic Dedicated Server and all related services as described on the date hereof and within the Company's website www.regis-it.co.uk or ICUK's website www.icukhosting.co.uk together with any increased or improved services of such a nature that may be provided by the Company.

1.9   *Customer:* refers to the client end user.

1.10 *We/Our/Us:* refers to Regis IT and ICUK.

A-DS 2.   General
2.1   References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2   The headings within this Addendum are for convenience only and shall not affect its interpretation.

A-DS 3.   Provision of Service
3.1   Regis IT will provide the Service to the Customer in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions found on the Regis IT website or the ICUK website.

3.2   Regis IT shall use our reasonable endeavours to make available to the Customer at all times the Server and the Services determined within this addendum.

3.3   Except as otherwise expressly permitted in these Conditions, and in addition to other restrictions herein, the Customer may not:

3.3.1   Transfer rights to the use of the Service to any third party, whether in whole or in part;

3.3.2   Disclose Service features, errors or viruses to any third party without the prior written consent of Regis IT;

3.3.3   Use the Service except in conjunction with Regis IT recommended operating environment, notified by Regis IT or modify the Service without Regis IT prior written consent.

3.3.4   Regis IT reserves the right to change the Customer's password at any time at its sole discretion.

3.4   Regis IT shall reserve the right to suspend the Services at any time and for any reason, if deemed necessary, without notice. If such suspension occurs and lasts or is to last for more than 7 days you will be notified of the reason.

3.5   Regis IT may occasionaly have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. Regis IT will give the Customer as much notice as possible of any planned interruption of the Customer's Service. Regis IT shall not, in any event, be liable for interruptions of Service or down-time of the Server incurred by us or third parties. In these circumstances the Customer shall have no claim against Regis IT for any such interruption.

A-DS 4.   Service Level Agreement
4.1   The Service Level Agreement hereinafter referred to as the SLA sets out our aims with regard to the level of service provided.

4.2   Our failure to provide meet an aim set out in the SLA will not constitute a breach of this contract.

4.3   For the purpose of the 'Network Uptime' aim, network down-time is defined as 100% packet loss occurring in the transmission of data from your Server hosted in the data centre to the Internet backbone. Events which do not constitute network down-time include but are not limited to:

4.3.1   a problem in the Customer access provider's network or that of their upstream providers which prevents you from accessing the ICUK network.

4.3.2. a problem with your Server's hardware or software which renders it or an application or service on it inoperable.

4.3.3. the period during which network protocols such as STP, OSPF and BGP are re-converging after an equipment or link failure.

4.4   In the event that the Customer wishes's to make a claim for a service credit in accordance with the SLA. The Customer will notify Regis IT including full details of and the time at which the incident occurred within 7 days of the incident to which the claim relates occurring.

4.5   Regis IT reserves the right to determine whether any service credit is due.

4.6   Should Regis IT determine that a service credit is due, it

will be provided in the form of additional days of service up to a maximum of 30 days in any 30 day period. Only charges for the basic Server rental will be waived as a result of a service credit under the SLA. Charges for domain names, additional data transfer and optional extras added to the Customers Server will not be waived. Service credits will not be provided in the form of cash or equivalent.

A-DS 5. Server Hardware

5.1 At all times the owner of the servers will be ICUK.

5.2 The Server shall be installed and operated in the Space by ICUK. Neither you nor Regis IT has any right of physical access to the Server or the Space.

5.3 Neither Regis IT nor ICUK shall have any liablity for any loss or damage to any data stored on the Server.

5.4 The Customer acknowledge that, Regis IT cannot guarantee that the Server will be free from defects, operate uninterrupted or without failure. Regis IT will make all reasonable endeavours to have the Services available to the Customer at all times but Regis IT shall not, in any event, be liable for interruptions of service or down-time of the Server and shall be under no liablity for non-receipt or misrouting of email or for any other failure of email.

5.5 Should Regis IT become aware of a Server fault, we will at our option instruct ICUK to repair the Server or provide an equivalent Server as a replacement as soon as practicably possible.

5.6 Any replacement Server will be provided in the default configuration as the Server was originaly supplied. We do not warrant that any data, content or settings present on the original Server will be transferred to the replacement.

A-DS 6. Server Software

6.1 The Customer is granted a non-transferable, nonexclusive license to use the Software, in object code form only for internal needs, solely on the Hardware provided, and in conjunction with the said Services.

6.2 The Customer agrees not to:

6.2.1 Copy the Software.

6.2.2 Reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software.

6.2.3 Sell, lease, license, transfer or sublicense the Software or the documentation.

6.2.4 Write or develop any derivative or other software programs, based, in whole or in part, upon the Software provided by Regis IT.

6.3 Any third party software is supplied to the Customer on the basis of the relevant third party's license terms with which you agree to comply.

6.3.1 In the case of Microsoft software specificaly, the Customer will agree to the general terms of use in Schedule A and warrant that your use of the software will comply with the license provided as detailed in Schedule B. These are found in the terms & conditions within the ICUK website. By accepting services provided under this agreement you are confirming that you have read and agree to these terms.

6.4 The Customer is solely responsible for virus scanning the Software and Regis IT gives no warranty that the Software will be free from viruses.

A-DS 7. Support and Management Services

7.1 We will install the Software detailed in the product specification onto the Hardware in a standard configuration free of additional charge.

7.2 We will endeavour to apply security patches or take mitigating action such as blocking certain network traffic to maintain the integrity of the Server when we are made aware of security vulnerablity in Software installed as standard which we deem a threat considering the intended use of the Services for web site hosting. We do not warrant that the Software will be free from defects or vulnerablities nor that the Server will be free from unauthorised users or hackers.

7.3 We are not obliged to install onto the Server any additional software for you or modify the configuration of existing software from its default. The Customer acknowledges that should we agree to do so, a charge may be made to cover employee time.

7.4 We provide technical support relating to the Server and Software physicaly functioning. We do not offer technical support for application specific issues such as CGI programming, HTML or any other such issue, except where covered by a separate support service.

7.5 Except where covered by a separate support service, our obligation to provide support and management services will not extend to:

7.6.1 Software or systems not installed as standard by us.

7.6.2 Software or systems configured or modified by the Customer other than through the provided web based control panel.

7.6.3 Correction of faults arising from your failure to comply with instructions and or recommendations provided by us directly or through documentation and manuals supplied.

7.6.4 Rectification of lost or corrupted data.

7.6 We may at any time and from time to time improve, correct or otherwise modify all or any of the Services (including substituting Software and/or Server with software or equipment of similar specification) provided that such modification does not materialy affect provision of the Services to the Customer. We will endeavour to give you reasonable notice of any such modification, where this is reasonably practicable.

A-DS 8. Network Connectivity and Bandwidth/Data Transfer

8.1 We will provide a means for the Customer to monitor the data transfer usage of the Server. You accept that if the Server exceeds its data transfer quota in any billing period, we will charge you for the additional data transfer at our standard rate.

8.2 A Data Block will not be valid and will not increase your data transfer quota for you until it has been paid for in full. A Data Block cannot be shared across multiple servers or months, or used to pay for data transfer consumed prior to the Data Blocks being purchased or paid for.

8.3 Any access to other networks through the Services must comply with the rules appropriate for those other networks.

8.4 We may assign to the Server on a temporary basis a number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to ICUK by the RIPE.

You acknowledge that the IP Addresses are the sole property of ICUK, and are assigned to you as part of the Services, and agree that you will have no right to IP Addresses upon termination of this Agreement. We reserve the right to change the IP Address assignments at any time.

8.5 We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Services.

A-DS 9.   Data Backup

9.1 Unless Customer purchases a data backup product as an additional cost option, we will make no backups of the data stored on the Server.

9.2 If the Customer purchases a data backup product, we will endeavour to make backups of the data stored on the Server and make them available to you in accordance with the specification of the data backup product. However, we do not warrant that any data will be backed up correctly, or that any successful restoration of data will be possible.

9.3 Regardless of whether you purchase a data backup product, we shall have no liablity for any loss or damage to any data stored on the Server or backup mediums.

9.4 We recommend that the Customer make a backup of all data on the Server.

A-DS 10.   Risks

10.1 The Customer acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availablity of services, reliablity of transmission etc. The Customer agrees to accept full responsiblity arising from such risks and the consequences of the usage of the services and related services herein and contravening clause 5 within the agreement.

A-DS 11.   Customers Liability

11.1 The Customer agrees to abide to all laws and regulations applicable to the services provided to him. The Customer shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

11.2 The Customer acknowledges and warrants that the Service shall be used in the way intended and defined within this agreement and related addendums. Therefore the Customer shall comply with all relevant rules and regulations as in defined in clauses herein, regarding treatment, use and exploitation of private personal data and other personal information.

11.3 The Customer hereby agrees to indemnify and hold Regis IT and its subsidiaries, affliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Customers services, use of the services, connection to the Services, breach of this Agreement and or the Customers violation of any rights of any other Person or Persons.

A-DS 12.   Pricing and Payment

12.1 Regis IT shall provide the Customer with the Service for the fees as defined in writing and or the availablity through the Regis IT website. These fees are payable in advance from the start of the Minimum Period of service. Payment will be due on the date specified on the invoice.

12.2 Subject to our discretion we will invoice you with credit terms of 30 days net. Regis IT may charge interest on outstanding amounts on a daily basis at the rate of 3% per annum above the HSBC base lending rate, from the date of the invoice until the date of actual payment or judgement has been enforced.

12.3 We reserve the right to change the rates at any time. Pricing is guaranteed for the period of pre-payment, any changes made will be made after the prepaid period. Any installation fee as specified to you in writing, on the website or through your control panel, is payable in advance.

12.4 In the event that the we increase our fees, you will receive prior notice as determined within the agreement.

12.5 Payment is due each anniversary month, quarter or year following the date the Services were established until closure notice is given in accordance with these terms.

12.6 Payment terms for the services are as defined in clause 3 of Regis IT's General Terms and Conditions.

A-DS 13.   Duration and Termination

13.1 This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party in reference to clause 22 of the General agreement including sub clauses.

13.2 We reserve the right to suspend the Services and/or terminate this Agreement forthwith without notice to you if you:

13.2.1 Fail to pay any sums due to Regis IT by due date determined by invoice or in writing.

13.2.2 Break any of these terms and conditions.

13.2.3 If the Customers company or the Customer as an individual or a Sole trader go into insolvent, liquidation and or the appointment of an administrator, administrative receiver or enter into a voluntary arrangement with your creditors.

13.3 No refunds will be made under any circumstances for Services suspended in accordance with these terms.

13.4 In the event of this agreement being suspended and or terminated, the Customer will be entitled to a pro-rata refund based upon the remaining period of pre-payment.

13.5 The Customer may cancel the Services at any time in writing to include your account username and password. Regis IT will cancel the Services within 2 working days of receipt of your request.

13.6 Where payment has been made by credit or debit card, any refund will only be issued to the same credit or debit card.

13.7 On termination of this Agreement or suspension of the Services we shall be entitled immediately to stop access to the Services and to remove all data located on the Server and/or any backup medium.