



# Virtual Service Terms & Conditions

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## 1. Preamble

- 1.1. These Virtual Services Terms & Conditions form part of the Agreement between CORETX and the Customer for provision of CORETX's Virtual Services on a business to business basis. This agreement does not include Third Parties. This Agreement takes effect from earliest of the following situations;
- a) The Customer utilises any of CORETX's Virtual Services; or
  - b) The Customer accepts the Agreement through the Virtual Services Portal

## 2. Definitions

- 2.1. In these Virtual Services Terms & Conditions the following terms and phrases shall have the following meanings:

"Agreement"	means the agreed terms and conditions of business between the Customer and CORETX as set out in the MSA, CORETX Addendum (if applicable), Partner Agreement (if applicable), the SOF, the applicable Service Terms & Conditions for the Service that is provided and defined under the SOF (for example "Colocation Service Terms & Conditions") and all Schedules and Annexes contained therein.
"API"	means the Application Program Interface.
"Best Industry Practice"	means in relation to any undertakings or circumstances, the exercise of all the skill, care and performance that would be expected in those circumstances from a person skilled, trained and experienced in that undertaking.
"CORETX"	means CORETX Connect Ltd whose registered address is Rutland House, 44 Masons Hill, Bromley, Greater London BR2 9JG
"Customer"	means the business that enters into this Agreement with CORETX.
"Excused Outage"	means a period of time during the Service Term where CORETX is not liable to provide Service Credits in lieu of the Customers inability receive access to or gain use of the Service.
"Fees"	means any amount billed to the Customer for the provision of a Service, Support Service or Excess Usage.
"Force Majeure Event"	means any cause beyond a Party's reasonable control affecting the performance of its obligations hereunder including but not limited to fire, flood, explosion, accident, act of terrorism, war or warlike operations, strike, embargo, acts of any governmental authority (including refusal or revocation of any licence or consent), Act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, inability to secure materials and industrial disputes (excluding disputes involving the employees of either Party).
"Initial Term"	means the minimum contracted period of a Service, as defined within the SOF as measured from the Service Commencement Date.
"Intellectual Property Rights"	means all patents, rights to inventions, utility models, copyright and related rights, documents, data, text, brands, logos, information, specifications, drawings, trademarks, Service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right,

topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Parties”	means CORETX and the Customer.
“Service”	means the provision of a product or communication/data Services as described in the Service Details section of the SOF.
“Service Credit”	means a credit applied to the Customer’s account in respect of an event of an unexcused failure by CORETX to achieve the SLA’s, as defined in Annex A of the applicable Service Terms & Conditions.
“Service Outage”	means a period of time in which an active Service, provided by CORETX to the Customer, is unavailable in such a manner as defined in the applicable Service Terms & Conditions.
“Service Term”	means the Initial Term and any active Subsequent Term in which CORETX provides a Service to the Customer.
“SLA”	means Service Level Agreement as defined within Annex A of the applicable Service Terms & Conditions.
“Subsequent Term”	means the extension of the Service Term by a period as defined in the SOF which shall commence in conjunction with the conclusion of the Initial Term or any other Subsequent Term.
“Termination Notice Period”	means the minimum period of time that CORETX or the Customer must provide to the other Party prior to the end of the Initial Term or any active Subsequent Term in order to conclude the Services at the end of the Service Term, as defined in the applicable Service Terms & Conditions.
“VDC”	means CORETX’s Virtual Data Centre service.
“Virtualisation AUP”	means the Acceptable Usage Policy for the Virtual Service as defined in Annex B of these Virtual Service Terms & Conditions.
“Virtual Services”	means any of the virtual products provided as a Service to the Customer by CORETX (including but not limited to VPS and VDC services) and may be advised from time to time.
“VPS”	means CORETX’s Virtual Private Server Service.

### 3. Service Fees

- 3.1. Any Excess Usage shall be charged at the Fees stated in Annex C unless stated otherwise in the SOF. All Excess Usage Fees shall be invoiced in arrears on 30 days terms.
- 3.2. IP transit is measured in 1Mbps increments. Should the Customer exceed the increment by 1 decimal position the Customer shall be charged for the next whole increment of usage. An example of this is 1.1Mbps shall be charged at 2Mbps. If a dispute is raised against an Excess Usage charge, CORETX shall provide all relative data to the Customer as to how the Excess Usage charge was established. Such data shall be deemed to be correct unless

agreed otherwise by CORETX or proven to the contrary by an agreed independent third party with suitable industry knowledge.

- 3.3. All Support Services shall be charged at the Fees stated in Annex C, unless stated otherwise in theSOF.

## 4. Service Provision

- 4.1. The Virtual Services provided under this agreement do not include any software, consultancy service (provided by CORETX or any third party) or and product or services that are not provided byCORETX.
- 4.2. CORETX provides Virtual Services as an independent Service and does not provide any warranty nor accepts any liability in relation as to how the Virtual Services integrates with third party products or services.
- 4.3. Under the proviso that the Customer strictly adheres to the terms and conditions of this AgreementCORETX grants a non-exclusive licence to the Customer during the Service Term for the use of CORETXVirtual Services. Issue of such licence is conditional upon the following;
  - a) The Customer does not reproduce or use the API for any other purpose other than forthe purpose of receiving Virtual Services and utilising them as the service is intended.
  - b) The Customer strictly adheres to the terms and conditions of this Agreement.
  - c) CORETX retains all rights over any IP rights of the Virtual Services and the API.

## 5. Service Suspension

- 5.1. Pursuant of Clause 4 of the MSA, CORETX reserves the right to and the Customer irrevocably authorises CORETX to delete any contents of data held on a Customer's Virtual Service should the Customer accountbecome more than 30 days overdue for payment. For the avoidance of doubt, the customer hereby agrees that CORETX shall not in any way be liable for any loss of data or electronic content stored on the VirtualService which is incurred by the Customer pursuant of this Clause 5.1.
- 5.2. The Customer shall strictly adhere to both the Master AUP and the Virtualisation AUP. Failure to adhere to this Clause 5.1 shall result in a suspension of Service.

## 6. Maintenance

- 6.1. If the Customer detects any defect or impairment in the operation or performance of the Virtual Service delivery it shall notify CORETX of the nature of such defect or impairment. CORETX shall respond in accordance to the SLA after such notification and shall make the necessary corrections to the Virtual Service in accordance with the SLA.
- 6.2. CORETX may suspend the Service from time to time for necessary technical reasons and (including without limitation, Service Equipment upgrades or Service degradation mitigation) without invalidating its SLA provided that 3 days' notice via the CORETX's NOC (noc.CORETX.co.uk) is provided and the period of suspension does not exceed more than 1 hour.
- 6.3. CORETX may suspend the Service from time to time for necessary technical reasons and (including without limitation, Service Equipment upgrades or Service degradation mitigation) without invalidating its SLA provided that 5 days' notice via the CORETX's NOC (noc.CORETX.co.uk) is provided and the period of suspension, although potentially greater than 1 hour, does not become unreasonable.
- 6.4. CORETX may suspend the Service with immediate effect and without prior notification in the

unlikely event of an emergency. Any emergency maintenance shall only be performed if CORETX, acting in good faith and using Best Industry Practise, establishes an immediate danger to any of the following:

- a) the Customer or its employees, any CORETX employee or any third party; or
- b) Customer content housed on the Virtual Service; or
- c) a Force Majeure Event

## 7. Service Outages and Excused Outages

- 7.1. In the event that CORETX is required to suspend a Service for the reasons described under Clause 5, such period shall be deemed as an Excused Outage.
- 7.2. In the event that CORETX is required to suspend a Service for the reasons described under Clauses 6.2, 6.3 or 6.4, such period shall be deemed as an Excused Outage under the proviso that CORETX shall endeavour to use all reasonable opportunities to mitigate any downtime that the Customer may experience.
- 7.3. Should the Customer suffer a failure of the Service delivery which is attributable in part or solely due to the actions or inactions of the Customer, the period shall be deemed as an Excused Outage.

## 8. Termination of Services

- 8.1. The Termination Notice Period for any Virtual Service is no less than 90 days prior to the end of the Initial Term or any Subsequent Term.
- 8.2. Should either Party wish to terminate a Virtual Service it must provide written notification of its intent to the other Party. Such notification must be provided in accordance with Clause 8.1.
- 8.3. If neither Party provides notice to the other of its intent to terminate the Virtual Service in accordance with Clause 8.1, it shall be accepted as a tacit response on behalf of both Parties of their intent to extend the Service Term by a minimum of the Subsequent Term.
- 8.4. Upon termination of a Virtual Service, the Customer shall ensure that it has removed all content and data from the Virtual Service prior to the termination date of the Service. For the avoidance of doubt, CORETX shall delete any content remain on the Virtual Service upon termination of the Service within a reasonable period of time.

## 9. IP Addresses

- 9.1. CORETX may assign to the Customer IP addresses as part of the provision of Virtual Services, such IP address shall (upon CORETX's request and to the extent permitted by law) revert to CORETX after termination of the Customer's Virtual Services for any reason whatsoever, whereupon the Customer shall cease using such address. At any time after such termination, CORETX may re-assign such address to another user or Customer.
- 9.2. All IP Addresses requested by the Customer shall be accompanied with a Ripe IP Justification Form as provided by CORETX from time to time.
- 9.3. In the event that the Customer wishes to use their own PI space, the Customer shall advise the CORETX in writing and CORETX shall route accordingly. If the Customer utilises its own PI space, it shall retain ownership of the PI space until such point where it is surrendered by the Customer.
- 9.4. Should the Customer require an advance routing facility, CORETX reserves the right to charge for such facility and advise the customer accordingly.

## 10. Miscellaneous

- 10.1. The Customer shall ensure that it provides all relevant contact details requested under the Customer information form.
- 10.2. CORETX shall provide to the Customer a Service Specification form with further detailed information relating to the Service specified in the SOF.
- 10.3. The Customer shall grant or shall procure the grant to CORETX of all licences, waivers or consents necessary to permit CORETX to install or setup the Customer's Colocation Service which may require access to Customer Equipment.
- 10.4. The Customer shall provide to CORETX all reasonable information required for CORETX to perform its obligations under this Agreement. The Customer shall ensure that any information that is given to CORETX is accurate in all material respects.

# Annex A – Virtual Services SLA

## 1. Overview

- 1.1. This Virtual Services applicable SLA provides details of the CORETX’s estimated response times and Service Credits in relation to Service Outages.

## 2. Response Times

- 2.1. CORETX shall use all reasonable efforts to respond to Customer tickets, that have been raised via the CORETX Portal (support.CORETX.co.uk), within the SLA set out below;

Service	Priority	Problem	Response* Time (Office Hours)	Response Time (Outside Office Hours)
Virtual Services	1	Server down - completely inaccessible	1 hour	2 hours
	2	Partial network inaccessibility - Irregular/high packet loss or Irregular/high latency	4 hours	N/A

\* A response shall be deemed as an appropriate person with the relevant skills and tools to evaluate the problem and commence the process of taking remedial action.

- 2.2. In the event that a Customer raises a ticket erroneously CORETX reserves the right to charge the Customer in accordance to remote hand charges.

## 3. Service Outages

- 3.1. Where reasonably practicable CORETX shall place a notification of a Service Outage on the CORETX NOC website (noc.CORETX.co.uk) within 30 minutes of a Service Outage occurring.
- 3.2. In the event of a Service Outage CORETX shall use all reasonable endeavours to resume Service with the minimum delay.
- 3.3. In the event of a Service Outage, subject to Clause 6.4.c) of this Agreement, the Customer shall be entitled to Service Credits should CORETX fail to adhere to the following SLA.

## 4. Virtual Services SLA

- 4.1. CORETX provides an SLA to cover the following aspect of Virtual Service delivery;

- Server Uptime
- CORETX network availability

For the avoidance of doubt CORETX does not provide an SLA for any other aspects of the Virtual Services.

- 4.2. CORETX provides a 100% SLA in relation to the aspects of Virtual Service delivery stated above. In the event that CORETX fails to achieve such service levels, it shall provide a Service Credit to the Customer account equal to 5x the amount of the Service Outage suffered by the Customer.

An example of the CORETX Virtual Service SLA is as follows;

*The total amount of time that CORETX fails to adhere to its service level is 2 hours. Therefore the total amount of time credited to the Customer account for use of the Virtual Service shall be 10 hours of usage.*

- 4.3. The Customer's maximum credit that the Customer may claim for under this SLA is the 100% of the amount of time that Service Outage was suffered.
- 4.4. The Customer must claim, by providing written notification of their request, any Service Credit within 30 days of the Service Outage being resolved. Should the Customer fail to provide such request within the allotted 30 day period the Service Credit shall be deemed no longer applicable.



# Annex B – Virtual Services AUP

## 1. Excessive Use of Services & Service Equipment

- 1.1. The Customer shall use Virtual Services within the parameters that are defined under the relevant SOF. Should the Customer exceed the parameters of the Service as defined in the relevant SOF, the excessive use may have detrimental effects on the Service or other Customers using the Service. CORETX may, acting in good faith, advise the Customer to amend their excessive use of the Service and the Customer shall strictly adhere to the request within a reasonable period of time.
- 1.2. CORETX reserves the right to throttle Excess Usage in the event that it deems Excess Usage detrimental to other Customers use of the Virtual Service.

# Annex C - Virtual Support Services & Excess Usage Pricing

Unless stated to the contrary in the SOF for the Service, Annex C provides the pricing model for Support Services and Excess Usage in relation to the Virtual Service.

Support Services are subject to availability and confirmation by CORETX.

## 1. Support Service & Excess Usage

Support Services	Period	Fee
Excess Transfer (per GB)	Per month	50p
Remote hands*	Per hour	£150

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