



# 1st Easy Limited

## Dedicated Server Hosting Contract

This agreement is accepted and entered into on \_\_\_ / \_\_\_ / \_\_\_\_\_ (the "Effective Date")  
between 1st Easy Limited ("1st Easy") and \_\_\_\_\_ (the "Client")

### Instructions for completion:

- Please indicate your agreement with this contract by completing the statement above, the service selection form on **page 11**, the declaration on **page 12**, and initialling the bottom of each page as indicated.
- Please fax the completed document to **01260 291 972**.
- Please send **two original**, completed documents by post to:

1st Easy Limited  
F.A.O. Contracts Department  
Lower Washford Mill  
Mill Street, Buglawton  
Congleton  
Cheshire, CW12 2AD  
United Kingdom

- **1st Easy Limited will return one signed document to you (The Client) for your records.**

## 1.0 Definitions

1.1 In the Agreement the following expressions shall apply (save where context otherwise requires):

1.1.1 "1st Easy" means 1st Easy Limited.

1.1.2 "Hosting Service" means the service selected and ordered by the Client.

1.1.3 "Effective Date" means the date at which this contract is entered into, through the ordering of 1st Easy Hosting Service.

1.1.3 "Monthly Hosting Fee: means the regular monthly payment amount due by Client to 1st Easy, as payment for the providing of the Hosting Service.

1.1.4 "SLA" means 1st Easy's 100% uptime Service Level Agreement as defined in Section 11.

1.1.5 "Client Data" means all supporting data files and data structures uploaded by the Client onto the Hosting Service.

1.1.6 "Unmetered Bandwidth" means that 1st Easy does not actively measure bandwidth usage of the Dedicated Server.

1.1.7 "Physical Server" means the server hardware, operating system (Linux or Windows, as ordered by Client), and software necessary to operate and support the Hosting Service in accordance with this Agreement.

1.1.8 "Dedicated Server Service" means the entire Physical Server necessary to operate and support the Dedicated Server Service in accordance with this Agreement.

1.1.9 "Windows" means Microsoft Windows operating system and associated additional Microsoft products, as selected and ordered by Client.

1.1.10 "Linux" means an operating system, of either RedHat, CentOS, Ubuntu, Debian or Fedora, and associated additional software products, as selected and ordered by Client.

1.1.11 "Ticket and Telephone Support" means the provision of staff able to answer and respond to our support hotline and ticket management system.

1.1.12 "Maintenance" means the carrying out of physical or software related work on the Physical or Dedicated server platform, in order to maintain correct and secure operation of the Hosting Service on the Internet.

1.1.13 "Downtime" means a period of time during which the Hosting Service is not available to the Client at operating system level and visible on the Internet.

## 2.0 Scope of Services

2.1 Physical Server. In all Hosting Service agreements, including Dedicated Server Service, 1st Easy owns the Physical Server and any associated software deployed to provide the Hosting Service.

2.2 Service Level Agreement (SLA). 1st Easy provides a SLA level of service with the Dedicated Server Services, as described in section 11.

2.3 Dedicated Server Service. 1st Easy will provide the Dedicated Server Service, including entire allocation of the Physical Server, operating system, full administration access (including root access for Linux operating systems and Administrator for Windows operating systems), connection to the Internet and other related software to operate and support the Dedicated Server Service in a manner acceptable in the industry. 1st Easy will monitor the overall usage of the Physical Server in order to maintain correct performance of the Dedicated Server Service and provide network performance monitoring and remote power cycling access to Client. 1st Easy will guarantee no other Client shall use, or have access to that Physical Server. Client will be provided with 20Gb of remote backup storage at our secondary datacentre, allowing Client to backup data from their Dedicated Server. Client is ultimately and solely responsible for the backup of Client Data stored on a Dedicated Server Service.

2.4 Hosting Service Connection and Access. 1st Easy Limited will provide connection of the Hosting Service to the Internet, including all telecommunications equipment and connections required to provide public access on a 24-hour-a-day, 7-day-a-week basis, with the exception of scheduled maintenance downtime. 1st Easy will make best efforts to provide uninterrupted connection and access, except for scheduled maintenance downtime and any interruption to connection and access beyond 1st Easy' control caused by, for example, acts of nature, third-party equipment or transmission failures, or security breaches.

2.5 Ticket and Telephone Support. 1st Easy will provide managed ticket and telephone support to Hosting Service clients for the identification of faults and resolution of issues. Dedicated Server Service Clients will be provided this service on a 24/7/365 basis. Additional support and professional services can be purchased at the current rate, as described in section 10.0.

2.6 Maintenance Services. 1st Easy will perform maintenance services as 1st Easy determines reasonably necessary to maintain the continuous operation of the Hosting Service. Client agrees to periodically scheduled Maintenance and possibly Downtime. 1st Easy will provide 2 weeks prior notice of the Maintenance and/or Downtime, except when circumstances beyond 1st Easy's control which limit 1st Easy's ability to do so.

2.7 Client Access Equipment and Software. Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access the Hosting Service. 1st Easy make no representations, warranties, or assurances that Client's equipment will be compatible with 1st Easy's service.

2.8 Client Data Backups. 1st Easy will provide off site backup services for its managed dedicated server clients, in the form of either weekly or daily backups, depending on what Client orders at the time of contract. For weekly backups, 1st Easy will allocate 20GB of off site storage space. For daily backups, 1st Easy will allocate 75GB of storage space. Further space will be made available as described in section 3.2 on a per gigabyte rate.

2.9 Unmetered Bandwidth. 1st Easy does not actively measure or cap bandwidth usage by Client. For Dedicated Server Service Clients, there is no limit defined (unlimited bandwidth) and Client is free to use bandwidth at will, however, in extreme usage cases, exceeding 2Mbps as measured using 95th percentile industry standard methods, 1st Easy have the right to throttle such usage, or charge Client for the amount of bandwidth being used, at rates as defined in section 3.3.

### **3.0 Payment Terms**

3.1 Set-Up Fee. Client will pay to 1st Easy a one-time, non-refundable set-up fee as indicated in at the time of ordering or by special quotation arrangement. In the case of monthly fee based products without set-up fees, the first monthly fee acts as the set-up fee and is non-refundable.

3.2 Service Fee. Client will pay to 1st Easy an annual, or monthly Service Fee for the services provided by 1st Easy under this Agreement, as indicated at the time of ordering. The Service Fee is billed to the Client at the beginning of each monthly or annual anniversary, one month in advance, and is due at latest within 10 days of the date that the Service Fee is due. The Service Fee is subject to adjustment, with notice, according to the current Hosting Service Price Schedule, as displayed on 1st Easy's web site. For managed dedicated server clients, 1st Easy will provide 20GB of remote storage space for weekly backups, included within the Service Fee. For clients electing to order daily backups, this storage space is increased to 75GB. Should Client require further storage space in order to successfully run backups, this will be charged at £1.00 per GB per month, or £30.00 per additional 50GB of required backup space.

3.3 Bandwidth Fees. Dedicated Server bandwidth rates of £40.00 per Mbps, as measured using 95th percentile industry standard measurements, may be applied at the discretion of 1st Easy. The Bandwidth Fee is billed to the Client at the beginning of each month and is due on the 10th day of the month in which the Bandwidth Fee is billed. The Bandwidth Fee is subject to adjustment, without notice.

3.4 Contract Length and Cancellation. This Agreement will commence on the Effective Date for a term of one, two or three years, as selected in Appendix A and is renewed subject to Section 6.2. Service fee payments are monthly in advance. Client may cancel the contract by giving one month notice. There is a termination fee of 50% of the remaining monthly service fees, after the notice period, up to the next contract anniversary. Notice of cancellation must be in writing to 1st Easy Limited's postal address. No refund shall be due on monthly or annual based services and 1st Easy

will hold client against contract for the notice period monthly service fees and termination fee. In case of cancellation of managed cPanel service, client will be required to cover the cost of remaining annual cPanel license fees on a pro rata basis. Annual license fee for cPanel is £240+VAT. Example: client cancels after six months, resulting in required payment of £120+VAT.

3.5 Breach. Upon a breach of the agreement pursuant to clause 6.4, 1st Easy reserves the right to terminate service to Client. In the event 1st Easy terminates service to Client because of a breach by Client, Client will be charged in full for the entire month in which the breach occurred. Any refund is at the discretion of 1st Easy.

3.6 Tax. These fees are exclusive of any and all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the services provided under this Agreement, except that Client's income taxes and any sales or similar taxes on the sale of the Client products and services to end users shall be the sole responsibility of the Client.

3.7 Delivery of Payment. Client will ensure necessary action is taken to pay invoices in full and as indicated in 3.2. 1st Easy reserves the right to cancel client services if payment is not received as indicated in 3.2.

3.8 Late Payment Charges: 1st Easy understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if 1st Easy are not paid according to agreed credit terms (The Late Payment of Commercial Debts Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002).

## **4.0 Representations and Warranties**

4.1 Compliance with Law. Client represents and warrants that Client will comply with all applicable state and federal laws Client's performance of this Agreement and in the use and operation of the Dedicated Server Service, including laws governing technology, software and trade secrets.

4.2 Authority to Contract. Client represents and warrants that Client has full authority and right to enter into this Agreement and that there are no conflicting claims relating to the rights granted by this Agreement.

4.3 Non-Infringement. Client represents and warrants that Client's performance of this Agreement and providing the Web Service, including the software or data files, shall not infringe the intellectual property or other proprietary rights of any third party.

4.4 1st Easy Performance. 1st Easy represents and warrants that 1st Easy' services shall be performed in a professional and workmanlike manner, and the Hosting Service will be operated in accordance with 1st Easy' obligations as defined by this Agreement.

## 5.0 Disclaimer of Warranties

5.1 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED ABOVE, 1ST EASY MAKE NO WARRANTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, AND ALL SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT.

5.2 Risk of Use. Client expressly agrees that use of 1st Easy Dedicated Server Service is at Client's own risk. Neither 1st Easy, 1st Easy employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warranty that the Hosting Service will not be interrupted or error free; nor does 1st Easy make any warranty as to the results that may be obtained from the use of 1st Easy' Hosting Service or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through 1st Easy's service, unless otherwise expressly stated in this Agreement.

5.3 Limited Liability. Under no circumstances, including negligence, will 1st Easy, 1st Easy officers, agents or anyone else involved in creating, producing or distributing 1st Easy's Dedicated Server Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use 1st Easy's Dedicated Server Service. 1st Easy will further not be liable for results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to 1st Easy' records, programs or services. Client acknowledges that this paragraph shall apply to all content on the Dedicated Server.

5.4 Remedy. Client's exclusive remedy for all damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) will not (a) exceed the actual pound amount which Client paid during the 1 month period prior to the date the cause of action arose, or (b) include any incidental, consequential, extemporary or punitive damages of any kind, including without limitation, loss of data, file, profit, good will, time, savings or revenue.

5.5 Your statutory rights are not affected by this contract.

## 6.0 Term and Termination

6.1 Effective Date. The Effective Date of this Agreement is the date the Hosting Service was ordered, either online, by telephone or by receipt of payment by post.

6.2 Duration. This Agreement will commence on the Effective Date for a term of one, two or three years, as selected in Appendix A. After this duration, this agreement shall automatically renew and

continue on an annual basis at the current term prices, unless one month's prior notice of cancellation is given.

6.3 Termination for Convenience. Subject to Section 3.4, Client may terminate this Agreement at any time for Client's convenience by providing 1st Easy with advance written notice. No portion of Client's payment is refundable under this section.

6.4 Breach or Default. The following constitute a breach or default of this Agreement: a) Client's failure to pay the current year's Service Fee by the tenth day of the following month, b) Client's violation of Section 8.0, c) Client's violation of 9.2, or d) Client's violation of Sections 4.1, 4.2 or 4.3.

6.5 Special Lien on Personal Property. 1st Easy retains a special lien on all of Client's personal property in 1st Easy's possession to secure any payment amount Client may owe to 1st Easy under this Agreement.

## **7.0 Ownership Rights**

7.1 Ownership Rights. 1st Easy acknowledges that all right, title and interest in the Client Data shall be solely owned by the Client. 1st Easy owns or has licensed all server software. In the event that 1st Easy elects, at 1st Easy's option, to provide custom software to Client, this software will be licensed to Client for use only on 1st Easy's Hosting Service on a non-exclusive, royalty-free, fully-paid basis according to the terms of this Agreement. Client acknowledges that the Dedicated Server, other related hardware and software are the property of 1st Easy or its suppliers.

## **8.0 Inappropriate Conduct**

8.1 Activities Subject to Immediate Deactivation. Any Hosting Service that is used for illegal, abusive or unethical activities may be immediately deactivated by 1st Easy without warning to Client. Illegal, abusive or unethical activities include, but are not limited to, obscenity, violations of privacy, hacking, computer virus, gambling, or promotion of gambling, and any harassing or harmful materials or uses, activities resulting in reduction or loss of server performance to other clients (including but not limited to effects of bulk emailing or mail bombing), as determined by 1st Easy. Client agrees to indemnify and hold 1st Easy and its suppliers harmless from any claim resulting from Client's publications or use of Illegal, Abusive or Unethical materials. Although 1st Easy will make reasonable efforts to alert Client to such activities and allow Client an opportunity to cure them within a 12-hour period after discovery, 1st Easy is not required to give notice before deactivating Client's use of 1st Easy's services if, in 1st Easy's discretion, Client's use is detrimental to server performance and is affecting other clients, or is or results in illegal, abusive or unethical activities. If a Dedicated Server is disabled, the regular annual fees still apply.

8.2 Alternative Name Server Operations. If Client is not using 1st Easy name server services, Client agrees to change the name servers to those allocated by 1st Easy, or alternatively stop pointing the domain at 1st Easy's networks, should 1st Easy require Client to do so, in order to fend off attacks such as DDoS and protect the integrity of 1st Easy's networks.

## 9.0 Miscellaneous

9.1 Public Nature of Internet. Please understand that all information submitted on the Dedicated Server shall be considered publicly accessible. Important and private information should be protected by Client. For example, 1st Easy are not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider that Client may use.

9.2 Unsolicited Electronic Mail. Client is expressly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, information announcements, and political tracts. Such material may only be sent to those who have specifically requested it. Malicious or threatening email is also prohibited. Although 1st Easy will make reasonable efforts to alert Client to such activities and allow Client an opportunity to cure them within a 12-hour period after discovery, 1st Easy reserve the right to immediately deactivate Client's use of 1st Easy' services, if 1st Easy discover such activity. Further, Client agree to indemnify and hold 1st Easy harmless from any claim resulting from Client's use or distribution of electronic mail services through the service provided through this Agreement.

9.3 Governing Law and Solicitor's Fees. This Agreement will be interpreted and applied in accordance with the laws of England, without regard to the conflicts of law provisions. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and solicitors' fees, whether or not a suit is actually filed.

9.4 Control and Ownership of IP. 1st Easy maintains and controls ownership of all IP numbers and addresses that may be assigned to Client, and 1st Easy reserves, in 1st Easy's sole discretion, the right to change or remove any and all IP numbers and addresses.

9.5 Resale of Services and Flow-down of Obligations. Client may resell Hosting Services but Client must first obligate any such resale to the same terms of this Agreement and incorporate into that resale all of 1st Easy, including rights regarding content and activity.

9.6 Age. Client certifies that it is at least 18 years of age.

9.7 Transfer. Client may not transfer or assign this Agreement without the written consent of 1st Easy.

## 10.0 Support Rates

10.1 Design Rates. £100.00 / hour, £500.00 / day, £1,500 / week, £4,500 / month. Minimum 1 hour per request.

10.2 Technical Support Uncovered Requested Support. £80.00 / hour. Minimum 15 minutes per incident.

10.3 Normal and Out of Hours Rates. Above "normal rates" in 10.1, 10.2, 10.3 and 10.4 apply during normal office hours from 9.00am to 5.30pm, Monday to Friday. For work between 5.30pm and 11.30pm, Monday to Friday, the rate is calculated at 1.5 times the normal rate. Work between 11.30pm and 9.00am, Monday to Friday, is calculated at 2 times the normal rate. All weekend work is calculated at 2 times the normal rate.

## 11.0 Service Level Agreement

11.1 SLA Service Level Agreement. 1st Easy provide a SLA to Dedicated Server Service Clients. The objective of the SLA is to set parameters of quality of service for 1st Easy Clients and to compensate against shortfalls experienced by such Clients. 1st Easy aim to achieve 100% uptime within its SLA. Section 11.2 defines the compensation levels applicable, should such levels not be achieved.

11.2 SLA Compensation. 1st Easy aims to provide 100% SLA on uptime during any one month. Should downtime occur, resulting in the indicated percentage uptimes in the table below, the following compensation shall apply, subject to section 11.3:

Between 99.999% and 99.8% uptime, compensation shall be 5% of the Monthly Service Fee.  
Between 99.799% and 99.7% uptime, compensation shall be 10% of the Monthly Service Fee.  
Between 99.699% and 99.6% uptime, compensation shall be 15% of the Monthly Service Fee.  
Less than 99.6% uptime, compensation shall be 20% of the Monthly Service Fee.

11.3 SLA Service Level Agreement Terms.

11.3.1 The SLA starts from the point that Client reports the fault, either by telephone or ticket, and ends at the point that 1st Easy have restored operating system levels to the Hosting Service, ready for Client to upload data to.

11.3.2 If Client telephones in a fault, they must also raise a ticket to provide a clear time stamp of the start of reporting the fault. If this is not possible, due to network difficulties, Client should make note of the time that the call was made for future reference and SLA compensation calculations.

11.3.3 If Client is behind payments, as described in section 3.2 or in breach of contract, as described in section 6.4, no compensation claims will be applicable.

11.3.4 Multiple faults in any one month can be added together to form the total uptime percentage in that month, however, should 1st Easy require the Hosting Service to go through a planned maintenance outage, as part of the rectification of a faulted server, this will not be counted as part of the downtime applicable to SLA compensation.

11.3.5 1st Easy's decision on SLA compensation claims are final.

## Appendix A – Service Selection and Pricing

### Linux Dedicated Hosting Service (contract period and monthly fee in brackets):

<b>Entry: Dell® PowerEdge Quad Core Xeon® 2.66GHz, 4GB RAM, 2 x 250GB (SATA)</b>		
[ ] 1 year (£97+VAT)	[ ] 2 years (£82+VAT)	[ ] 3 years (£69+VAT)
<b>Mid: Dell® PowerEdge Quad Core Xeon® 2.66GHz, 8GB RAM, 2 x 250GB (SATA)</b>		
[ ] 1 year (£139+VAT)	[ ] 2 years (£119+VAT)	[ ] 3 years (£99+VAT)
<b>Enterprise: Dell® PowerEdge Dual Quad Core Xeon® 2.00GHz, 16GB RAM, 2 x 500GB (SAS)</b>		
[ ] 1 year (£250+VAT)	[ ] 2 years (£215+VAT)	[ ] 3 years (£179+VAT)
<b>Enterprise Plus: Dell® PowerEdge Dual Quad Core Xeon® 2.4GHz, 16GB RAM, 4 x 1TB (SAS)</b>		
[ ] 1 year (£349+VAT)	[ ] 2 years (£299+VAT)	[ ] 3 years (£249+VAT)
<b>Ultimate: Dell® PowerEdge Dual Hex Core Xeon® 2.66GHz, 32GB RAM, 4 x 1TB (SAS)</b>		
[ ] 1 year (£559+VAT)	[ ] 2 years (£479+VAT)	[ ] 3 years (£399+VAT)

### Additional Linux Server Services:

<b>Optional managed service with cPanel control panel</b> [ ] £20+VAT per month (unlimited domain license)	<b>Optional managed service with Parallels Pro control panel</b> [ ] £10+VAT per month (20 domain license)
<b>Rapid SSL Certificate</b> [ ] £75+VAT per annum	<b>Thawte SSL Certificate</b> [ ] £200+VAT per annum
<b>Additional IP Addresses (Maximum of 5)</b> [ ____ ] £10+VAT per annum per IP address	

### Windows Dedicated Hosting Service (contract period and monthly fee in brackets):

<b>Entry: Dell® PowerEdge Quad Core Xeon® 2.66GHz, 4GB RAM, 2 x 250GB (SATA)</b>		
[ ] 1 year (£117+VAT)	[ ] 2 years (£102+VAT)	[ ] 3 years (£89+VAT)
<b>Mid: Dell® PowerEdge Quad Core Xeon® 2.66GHz, 8GB RAM, 2 x 250GB (SATA)</b>		
[ ] 1 year (£159+VAT)	[ ] 2 years (£139+VAT)	[ ] 3 years (£119+VAT)
<b>Enterprise: Dell® PowerEdge Dual Quad Core Xeon® 2.00GHz, 16GB RAM, 2 x 500GB (SAS)</b>		
[ ] 1 year (£290+VAT)	[ ] 2 years (£255+VAT)	[ ] 3 years (£219+VAT)
<b>Enterprise Plus: Dell® PowerEdge Dual Quad Core Xeon® 2.4GHz, 16GB RAM, 4 x 1TB (SAS)</b>		
[ ] 1 year (£389+VAT)	[ ] 2 years (£339+VAT)	[ ] 3 years (£289+VAT)
<b>Ultimate: Dell® PowerEdge Dual Hex Core Xeon® 2.66GHz, 32GB RAM, 4 x 1TB (SAS)</b>		
[ ] 1 year (£599+VAT)	[ ] 2 years (£519+VAT)	[ ] 3 years (£439+VAT)

### Additional Windows Server Services

<b>Windows SQL Express Edition</b> [ ] Free of charge	<b>Windows SQL Web Edition</b> Entry/Mid (single processor) [ ] £20+VAT per month Enterprise/Enterprise Plus/Ultimate (dual processor) [ ] £40+VAT per month
<b>Rapid SSL Certificate</b> [ ] £75+VAT per annum	<b>Thawte SSL Certificate</b> [ ] £200+VAT per annum
<b>Additional IP Addresses (Maximum of 5)</b> [ ____ ] £10+VAT per annum per IP address	

## Agreed and Accepted:

By completing, initialling each page and signing this contract, you agree to have read and understood the Dedicated Server Hosting agreement, and are in full agreement to its terms and conditions of use.

The Client		On behalf of 1st Easy Limited	
Date:		Date:	
Signature:		Signature:	
Print Name:		Print Name:	
Position		Position	
Company:			
Address:			
Telephone:		Fax:	
Email:			

**Thank you for ordering from 1st Easy Limited**