

# Dedicated Server Terms

Last updated 2<sup>nd</sup> September, 2024

By purchasing a Dedicated Server from Marsden Cloud Ltd ("We", "Us", and "Our"), You ("You") agree to comply with these Dedicated Server Terms and Conditions.

The provisions contained in the Dedicated Server Terms and Conditions are supplemental to Marsden Cloud General Terms and Conditions, Marsden Cloud Acceptable Use Policy, General Server Terms and Conditions and the applicable Server Terms and Conditions by which you are also bound.

In the event that the Dedicated Server Terms and Conditions conflict with any provision of the Marsden Cloud General Terms and Conditions the provisions of the Dedicated Server Terms and Conditions shall prevail to the extent of such conflict.

Our dedicated servers are servers with administration rights. We require You to have sound knowledge of administering server systems.

We have no administrative access to the server.

## 1. Your Obligations

1. You are solely responsible for securing the server against any unwanted attacks and manipulation by third parties.
2. You alone are responsible for updating the operating systems, drivers, firmware and application software installed on the server at Your own cost and risk.
3. You are responsible for installing reliable security software and keeping it updated to prevent any unauthorised user from accessing or administrating your systems, applications and networks.
4. You agree to configure your programs to automatically restart when the hardware or operating system restarts.
5. You are responsible for monitoring the health of any disks or storage devices provided by Us as part of the services. You agree to promptly notify Us of any detected degradation or potential issues with the disks or storage devices that may affect the performance or availability of the services. We shall not be liable for any damages or losses resulting from your failure to comply with this clause 1.5.
6. Pursuant to clause 1.5 We reserve the right to perform scheduled maintenance and repairs on the server, including the replacement of disks or other components, as necessary to ensure the continued reliable operation of the server. We shall provide You with reasonable advance notice wherever possible of any scheduled maintenance and shall use reasonable efforts to minimise the duration of any such downtime. You acknowledge and agree that scheduled maintenance may occur and that We shall not be liable for any damages or losses resulting from such downtime.

## 2. Fees

1. The contractual fee for dedicated servers consists of a monthly payment, at either a set price in a fixed-term or by-the-hour usage.

### 3. Service level

1. Platform Hardware and service critical infrastructure, including Power and Network Connectivity will be available for 99.99% of the time (excluding emergency and scheduled maintenance, advance notice of which will be given wherever possible).
2. In the event of an outage to one of these service components which results in downtime You may be entitled to claim a service credit of one day's service fee for every hour that the service is unavailable, depending upon the outage circumstances. The period of the outage will be measured from the time You report the problem to Our confirmation of restoration of service.
3. SLA claims may be made up to a maximum of one month's service fee in any calendar month.
4. Outages caused by third party software installations or other modifications to the default server operating system as deployed do not fall within the terms of this Service Level Agreement.