Performance Hosting Terms and Conditions

- 1. PERFORMANCE HOSTING is a premium version of shared hosting for customers whose need greater capacity, less contention or more flexibility whilst Marsden Cloud continue to manage the shared hosting.
- 2. These Performance Hosting Terms and Conditions are supplemental to (and do not replace or supersede) any other terms and conditions which apply to the products and services which you buy from us. Together all of the terms and conditions which apply to you form (the "Agreement"). We reserve the right to vary these terms and conditions at our absolute discretion and without notice.
- 3. We reserve the right to modify this service at any time.
- 4. You must accept and comply with the terms of the licences for any and all third party applications installed on your servers.
- 5. You accept full and sole liability for any and all third party applications that you choose to use in conjunction with this service.
- 6. Performance Hosting does not entitle you to any other products and services. Additional terms and conditions will apply to other products and services which you wish to take.
- 7. Performance Hosting is only available to you if you use the following products:
 - a. Ignite;
 - b. Momentum;
 - c. Ultimate;
 - d. WordPress
 - e. Start;
 - f. Grow;
 - g. Scale; or
 - h. Pro (collectively the "Products")
- 8. Whichever of the Products you have will affect and potentially limit the number of sites that can be hosted using Performance Hosting. You should assess whether Performance Hosting is suitable for you prior to purchase.
- 9. Performance Hosting for Start, Grow, Scale, Pro, Ignite, Momentum and Ultimate Products can only be used in conjunction with websites hosted on Linux.
- 10. Charges for Performance Hosting are bespoke to you. You will be told what the charges are at the time you make an enquiry and if you order Performance Hosting the charges will be added to your current invoice and are payable in accordance with the Agreement.
- 11. Performance Hosting will mean that that there will need to be an additional monthly reboot of the shared hosting system and there may be additional planned maintenance. This will take place

outside of normal planned maintenance times. Rebooting and additional maintenance due to Performance Hosting will not count as a breach of any service levels which are offered to you under the Agreement.

- 12. You will not be given root access to install packages of your own choice not already supported by our platform neither will Marsden Cloud install packages for you or specific versions of packages beyond those already supported within the platform.
- 13. The storage quota available to you in Performance Hosting is determined by whichever of the Products you have. Any plans with unlimited storage, are subject to a limit of no more than 500GB on Performance Hosting. It is your responsibility to ensure your account remains below this limit, and you can log into your control panel at any time to check how much you are using. The storage quota is a combination of all files stored on your web space.