

General Server Terms and Conditions

Last updated 2nd September, 2024

By purchasing a server from Marsden Cloud (We, Us, Our), You (Customer, You, Your) agree to these terms and conditions. These terms and conditions are supplementary to the Marsden Cloud General Terms and Conditions.

1. Your Obligations

1. You represent and warrant that You have or have access to the knowledge and expertise necessary to configure, maintain, monitor, and secure Your server.
2. You are responsible for any authorised user using the server.
3. You are solely responsible for securing Your server against any unauthorised use.
4. You are obliged to back up Your data in accordance with Our General Terms and Conditions.
5. If You have reason to believe that a third party is using Your platform or web space without authorisation, You are obliged to inform us immediately.
6. You agree to neither offer nor disseminate copyrighted content without authorisation.
7. Importing and installing operating systems, images and other external content is done at Your own risk. We assume no liability for third party content and applications and damage resulting from the installation and use of third party materials.
8. You agree to follow the technical instructions provided by Us.
9. You agree to co-operate and follow Marsden Clouds' instructions regarding software upgrades for the purposes of maintaining the security and stability of the services provided. We accept no liability for the consequences resulting from failure to do so.
10. You agree to fulfil all the license requirements, including those from third parties.
11. If You use any software, which has not been purchased through Us, on Your system, You warrant that You are duly licensed to use the software, that the licence grants sufficient rights to Us to provide the services in accordance

with these terms and conditions and is a party to an appropriate written licence agreement with the software provider.

12. You must remain in possession of the required original software license(s). We may request proof of license(s) at any time.
13. If You fail to provide us with confirmation of a licence(s), We reserve the right to suspend and/or terminate Your contract with Us, continue to charge for any outstanding fees and any related penalty fees, which We are liable for under the licensing agreement with software providers.
14. You shall indemnify Us for any costs, claims, losses, damages, liabilities, demands and/or expenses including legal costs incurred and/or suffered as a result of any failure by You to be appropriately licenced in respect of software, which was not purchased through Us.
15. We are subject to rights of audit where it acts as a reseller for third party software. You acknowledge and agree that We may regularly run a series of scripts on Your server(s) to determine what software is held on the server, how many Users have access to each piece of software and assess any additional fees that may be payable and shall provide reasonable and prompt assistance in relation to any information or audits requested by such third party software suppliers.
16. You agree to provide Us with access to Your Server upon request, in order that We can comply with our obligations to third party suppliers.
17. With regard to any third-party licenses for software programs that We use for its cloud platform You acknowledge that the trademarks and other intellectual property rights belong to the third parties.

2. Our Obligations

1. We agree to maintain the server hardware.
2. We reserve the right, to migrate Your server, the server software or parts for technical or security reasons (e.g. end of life of the software, end of support).
3. We reserve the right to offer a different version of the application that We consider most appropriate and to modify the available applications, at any time in line with new versions or in cases where weaknesses are detected.
4. We reserve the right to disconnect the server from the network and/or terminate Your contract with Us without prior notice, if You have breached Your obligations.

5. Occasionally, we need to remotely access Your server to respond to an incident.
3. Marsden Clouds' Cloud, Virtual and Dedicated Server Service Level Agreement
 1. At Marsden Cloud we aim to deliver the highest possible levels of up-time and agree that the Hardware on which your Cloud server or Virtual machine is based or Server Hardware and service critical infrastructure, including Power and Network Connectivity will be available for 99.99% of the time (excluding 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 server downtime customers may be entitled to claim a service credit of one day's service fee for every hour that the server 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.