

HOSTING SERVICES SUPPLEMENTARY TERMS

1. Interpretation

1.1. The following definitions and rules of interpretation apply in these supplementary terms.

Commercially Reasonable Efforts means the same degree of priority and diligence with which the Company meets the support needs of its other similar customers.

General Conditions means the Company's general terms and conditions for the supply of services which shall be read in conjunction with these Supplementary Terms.

Help Desk Support means any support provided by help desk technicians relating to the System.

Hosting Fees means the fees detailed in the Quotation or in the absence of such, the Company's standard fee rates as amended from time to time.

Hosting Server means the server(s) shared by or dedicated to the System.

Hosting Services means the hosting services including email services, domain name services, SSL services and other related services to be provided by the Company as detailed in the Quotation.

Materials means the content provided to the Company by the Customer from time to time for incorporation on to the Website.

Prohibited Content means:

- a) material which breaches any applicable laws, regulations or legally binding codes, or infringes any third party Intellectual Property Rights or other third party rights, or may give rise to any form of legal action against the Company or the Customer or any third party;
- b) pornographic or lewd material or links to such material; and
- c) messages or communications which are offensive, abusive, indecent or obscene, are likely to cause annoyance, inconvenience or anxiety to another internet user, or constitute spam or bulk unsolicited mail.

Renewal Date means the date on which the agreed term of a particular Hosting Service is due to renew.

Service Levels means the service levels referred to in the Service Level Table which may be amended by the Company from time to time.

Service Level Table means the table set out in paragraph 8 or as otherwise varied by the Company from time to time.

Supplementary Terms means these supplementary terms and conditions relating to the provision of Hosting Services as amended from time to time.

Support Hours means 9.00am to 5.30pm Monday to Friday excluding Bank Holidays.

Support Request means a request made by the Customer in accordance with these Supplementary Terms for support in relation to the System.

Support Services means the technical, maintenance and support services provided by the Company to the Customer.

Support Supplementary Terms means the terms and conditions relating to the provision of Support Services.

System means the computer system on a network which provides services to other users and computers which is owned and operated by the Customer together with the Hosting Server as detailed in the Quotation which is the subject of the Hosting Services.

Third Party means third parties who the Company engages in the provision of the Hosting Services.

Third Party Contracts means services which are subject to contracts between the Company and Third Parties where the Company is acting as a reseller.

Visitor means a visitor to the Website.

Website means the website detailed on the Quotation to be hosted by the Company pursuant to these Supplementary Terms.

1.2. All initial capitalised terms not defined in paragraph 1 above shall have the meaning given to them in the General Conditions.

1.3. In the event of any inconsistency between the provisions of these Supplementary Terms and the General Conditions, the terms of these Supplementary Terms shall prevail.

2. Term

2.1. The Hosting Services will be provided for the duration set out in Quotation or in the absence of such, the Hosting Services will be provided indefinitely unless and until terminated in accordance with paragraph 2.2 (Term).

2.2. Where the Hosting Services are to be provided indefinitely, the Customer may terminate the Hosting Services by notifying the Company in writing not less than 30 days before the Renewal Date. If the Company does not receive such notice to terminate, except where otherwise stated in these Supplementary Terms or the Quotation, the provision of Hosting Services shall automatically continue on the Renewal Date and the Customer will be liable to pay the applicable Hosting Fee in accordance with these Supplementary Terms.

3. Hosting Services

3.1. For the duration of the Term and subject to the Customer complying with its obligations, the Company shall provide the Hosting Services in accordance with these Supplementary Terms.

3.2. Domain registration:

3.2.1. Where the Hosting Services include domain registration, such registration is subject to the applicable domain fee being paid in advance and the applicable domain name registration agreement.

3.2.2. The Customer shall provide to the Company immediately on request, the domain name(s) that it wishes to register or use, full details of the registered proprietor or where applicable, the contact details for the third party with the necessary authorisations and such other details as the Company requests.

3.2.3. The Company does not guarantee that it will be able to register the Customer's chosen domain name(s) and may reject in its sole discretion any request to register a particular domain name.

3.2.4. Domain name registrations are subject to periodic renewal and transfer fees. If the Company does not receive the applicable renewal or transfer fees prior to the Renewal Date, the domain name will expire in accordance with the applicable domain name registration agreement.

3.2.5. The Customer warrants that the information submitted for the purposes of a domain name registration is current, accurate and complete, that it has the legal right to apply for and use the domain name, and that its use of the domain name will not infringe any person's Intellectual Property Rights or other legal rights.

3.2.6. The Customer undertakes to keep the information required for the purposes of a domain name registration up-to-date (which changes may be subject to additional fees).

3.2.7. The Company will have no responsibility for the Customer's use or retention of a domain name once registered, and it will be the Customer's responsibility to maintain their own records and reminders to ensure that domain names are renewed and that applicable renewal charges are paid.

3.2.8. The Customer acknowledges that domain names will be subject to the rules and policies from time to time of the relevant registry or registration authority, and Customer agrees to abide by all such rules and policies.

3.3. SSL certificates:

3.3.1. Subject to the payment of the applicable Hosting Fee in advance, the Company will attempt to obtain the SSL certificates that the Customer orders.

3.3.2. SSL certificates will be subject to periodic fees as specified in the Quotation.

- 3.3.3. The Customer warrants that the information submitted for the purposes of an SSL certificate is current, accurate and complete.
- 3.3.4. The Customer undertakes to keep the information required for the purposes of an SSL certificate up-to-date.
- 3.3.5. The Customer agrees to the terms of the SSL issuer's applicable terms and conditions.
- 3.3.6. Transfer of an SSL certificate from one server to another or changes to the hostname of an SSL certificate may incur additional fees.
- 3.4. Email hosting:
- 3.4.1. In the event that the Customer or mailbox exceeds the relevant storage limit, the Company may suspend delivery of further emails until the Customer deletes emails to bring the mailbox within the storage limit.
- 3.4.2. The Company makes no guarantee regarding the delivery, completeness, accuracy or timelines of any emails transmitted through the Company or Third Party's servers or that any email received by the Customer will be free from viruses or spam.
- 3.5. As part of the Hosting Services, the Company shall:
- 3.5.1. provide Help Desk Support by means of e-mail address support@kayo.digital during Support Hours in accordance with the Support Supplementary Terms;
- 3.5.2. use Commercially Reasonable Efforts to resolve any issues with the System notified under paragraph 7.2; and
- 3.5.3. provide technical support for the System in accordance with the Service Levels.
- 3.6. The Company will use its reasonable endeavours to respond to and resolve Support Requests as soon as possible (having regard to the nature and effect of the Support Request) or to circumvent it by way of a workaround, patch or fix but it cannot and does not guarantee that all Support Requests can be completed within the response times detailed in the Service Level Table.
- 3.7. The Company shall not in any circumstances be liable to the Customer:
- 3.7.1. for failure to provide the Hosting Services in accordance with the Service Level Table;
- 3.7.2. for a failure or delay in providing the Hosting Services caused by any act or omission of the Customer or the Customer's agents, sub-contractors or employees as referred to clause 4.2 of the General Conditions; or
- 3.7.3. for a failure or delay in providing the Hosting Services caused by any act or omission of a Third Party or other third party.
- 3.8. The Customer acknowledges that the Hosting Services may be fulfilled by a Third Party and are provided to the Company for resale subject to applicable Third Party Contracts. In addition to these Supplementary Terms, the Customer is also bound by the applicable Third Party Contract. Subject to the Company complying with its obligations with the applicable Third Party, the Company is not responsible for any error, omission, interruption, delay or other interference that may arise in the provision of the Hosting Services.
- 3.9. Without prejudice to the foregoing, the Customer acknowledges that both the Company and the applicable Third Party expressly reserve the right to suspend, interfere with, impair or terminate the Hosting Services without notice in the event that emergency maintenance is necessary or with notice as is necessary for the purposes of maintenance, upgrades or repair or if it deems necessary or desirable (in its sole discretion), to prevent or remedy an impairment of, or harm to, the integrity or functionality of any Hosting Services provided by it. For planned downtime, the Company will notify the Customer as soon as possible of any planned downtime. Any such down time is excluded from the calculation of availability for the purposes of Service Levels.
- 3.10. The Customer acknowledges that:
- 3.10.1. the Company gives no warranty that the System and/or Hosting Server will be uninterrupted and/or error free or that it will always be available;
- 3.10.2. it is the Customer's responsibility to carry out virus-checking on the System;
- 3.10.3. and warrants that it will not, and will not permit others to, use the System (i) for any unlawful or illegal purpose or in connection with or in furtherance of any unlawful or illegal

activity; (ii) in contravention of any law or regulation; (iii) for the purpose of disseminating or transmitting bulk e-mail, spam e-mail or unsolicited mail; or (iv) in a manner which may interfere with or compromise the security or functionality of the System and/or Hosting Services;

3.10.4. and warrants that no equipment owned, leased, maintained or controlled by the Customer or by any third party which is connected to or utilises the Hosting Services with the consent of the Customer and the Company will (i) impair or interfere with any Hosting Service(s) or any plant, services or facilities of the Company or applicable Third Party or of any third party; (ii) unlawfully interfere with or impair the transmission or privacy of any data or communications transmitted over the System or over any plant, services or facilities of the Company or applicable Third Party or of any third party, or (iii) create, cause or contribute to the creation or causing of a hazard to the Company or the Third Party or any other third party;

3.10.5. the Company is not responsible for controlling or monitoring any content, information, data or other materials stored on, transmitted via, or accessible through use of, the System and the Company and applicable Third Party will have no liability to the Customer whatsoever in connection with such content, information, data or other materials (including without limitation the accuracy or suitability thereof or unauthorised access or damage to, alteration, theft, corruption, destruction or loss of Customer's data or other materials);

3.10.6. neither the Company nor the applicable Third Party will have any liability to the Customer in connection with any harm or loss arising from or in connection with unauthorised access to the System; and

3.10.7. the applicable Third Party Contracts, the Company has the right to suspend or remove (but is under no obligation to monitor) any Material or content, or suspend the System, if any Material or other content of the type set out in paragraph 3.10.5 is displayed or shown on the System or infringes or is alleged to infringe the Intellectual Property Rights of any third party. If the Company suspends or removes any content or Material pursuant to this paragraph or suspends the System, it shall have no liability to the Customer for any loss or damage that the Customer may suffer as a result and no refund of the Hosting Fees payable for the Hosting Services shall be payable by the Company.

3.11. In the event that the Company has agreed to provide back up services as part of the Hosting Services, this is not guaranteed or intended to replace the Customer's own back up procedures. The Customer acknowledges and accepts that it is its sole responsibility to back up data and to have appropriate procedures in place to ensure that its data is backed up regularly. Except to the extent otherwise provided where data backup is provided, neither the Company nor the relevant Third Party providing the third party services for Hosting Services will be liable for any loss of data.

3.12. The Customer undertakes to indemnify and keep indemnified the Company against any costs, expenses, loss, damages or claims arising out of or in connection with a breach by it of any of the warranties set out in this paragraph 3 or arising out of or in connection with any action or omission by it which causes the Company to be in breach of a Third Party Contract.

4. Hosting Services

4.1. The Customer shall be responsible for the accuracy and completeness of the Materials.

4.2. The Customer will be responsible for obtaining suitable licences of third party software (such as email client software) which are required for the full use of the Hosting Services.

4.3. It is the Customer's responsibility to keep any passwords relating to the Hosting Services confidential, and to change such passwords on a regular basis. The Customer will notify the Company immediately if it becomes aware that a password relating to the Hosting Services is or may

have been compromised or misused and will be responsible for all costs and charges resulting from use of the Hosting Services whether or not such use has been authorised by it.

4.4. The Customer warrants to the Company that the Materials, the System, the Website and its use of the Hosting Services:

- 4.4.1. do not infringe in the UK any third party's Intellectual Property Rights, other proprietary rights or rights of privacy;
- 4.4.2. do not violate any law, statute, ordinance or regulation in the UK (including the laws and regulations governing export control);
- 4.4.3. are not defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
- 4.4.4. are not obscene, pornographic or liable to incite racial hatred or acts of terrorism and do not contain child pornography;
- 4.4.5. do not violate any UK laws regarding unfair competition, anti-discrimination or false advertising; and
- 4.4.6. do not, to the best of the Customer's knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5. Acceptable use

5.1. The Customer agrees that the Hosting Services are provided subject to an agreed bandwidth and disk space and will be subject to an over usage policy in the applicable Third Party Contract. The Customer agrees not to exceed this bandwidth or disk space without the Company's prior written consent and subject to paying any additional charges which may be due as a result of the increased bandwidth and/or disk space.

5.2. The Customer agrees and acknowledges that, without prejudice to its obligation not to exceed the agreed bandwidth and disk space pursuant to paragraph 5.1, it will, within 5 Business Days of receipt of a written notice from the Company, reduce its content so as to operate within the amount of disk space and bandwidth agreed with the Company. The Customer acknowledges that the Company will be entitled to suspend the Hosting Server immediately without notice to the Customer if the Customer fails to reduce its content or agree increased bandwidth or disk space within the said 5 Business Days, or will be entitled to increase the limit temporarily (at the Customer's cost) if the Customer goes over it.

5.3. The Customer must not use any of the Hosting Services:

- 5.3.1. to host, store, send, relay or process any Prohibited Content;
- 5.3.2. for any purpose which is unlawful, fraudulent, or infringes any third party rights;
- 5.3.3. in any way which may put the Company in breach of a contractual or other obligation owed by the Company to any internet service provider;
- 5.3.4. to send mass unsolicited e-mail to third parties;
- 5.3.5. in such a way that the Company becomes documented on a recognised spam abuse list;
- 5.3.6. to use Internet Relay Chat (IRC) including, but not limited to, IRC clients, server software, bots or any other IRC related software;
- 5.3.7. in connection with any tortious or actionable activity. Without limiting the general application of this paragraph, the Customer may not utilise the Services to publish or disseminate information that:
 - a) constitutes slander, libel or defamation;
 - b) publicises the personal information or likeness of a person without that person's consent;
 - c) otherwise violates the privacy rights of any person;
 - d) threaten persons with bodily harm, to make harassing offensive, indecent, obscene or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

- 5.3.8. in connection with any other disruptive or abusive activity. Without limiting the general application of this paragraph, the Customer may not utilise the Hosting Services to:
- a) cause denial of service attacks against the Company or other network hosts or internet users or to otherwise degrade or impair the operation of the Company's servers and facilities or the servers and facilities of other network hosts or internet users;
 - b) offer mail services, mail forwarding capabilities, POP accounts or auto-responders other than for the Customer's own account;
 - c) resell access to resources or services installed on the Company's servers;
 - d) subvert, or assist others in subverting, the security or integrity of any Company systems, facilities or equipment;
 - e) gain unauthorised access to the computer networks of the Company or any other person;
 - f) provide passwords or access codes to persons not authorised to receive such materials by the operator of the system requiring the password or access code;
 - g) forge the signature or other identifying mark or code of any other person, impersonate or assume the identity of any other person, or engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the Customer (excluding the use of anonymous re-mailers or internet nicknames);
 - h) distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Hosting Services;
 - i) conduct port scans or other invasive procedures against any server (except any server for which the Customer is an authorised system administrator);
 - j) distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
 - k) solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
 - l) post messages, run scripts or run software programs that consume excessive CPU time or storage space;
 - m) in any manner that might subject the Company to unfavourable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials which may be considered offensive, abusive, indecent or obscene as determined by the Company in its sole discretion; or
 - n) in any other manner to interrupt or interfere with the internet usage of other persons.

5.4. The Customer acknowledges that the Company does not purport to monitor the content of the Website, the Materials or the use of the Hosting Services.

5.5. Where the Company reasonably suspects that there has been a breach of the provisions of this paragraph 5, the Company may:

5.5.1. delete or amend the relevant Materials; and/or

5.5.2. suspend any or all of the Hosting Services and/or the Customer's access to any or all Hosting Services while it investigates the matter.

5.6. Any breach by the Customer of this paragraph 5 will be deemed to be a material breach pursuant to clause 10.1.2 of the General Conditions.

6. Hosting Fees and payment

- 6.1. The Company shall issue a VAT invoice in respect of the Hosting Fee at such intervals as are detailed in the Quotation, and the Customer shall pay to the Company the Hosting Fee set out in the Company’s invoice within 14 days of the date of the Company’s invoice. Where invoices are issued in advance of the provision of a particular Hosting Service such as domain name registration, such service(s) shall not commence or continue on the Renewal Date unless payment has been received in full.
- 6.2. Renewal invoices shall be issued by the Company 30 days in advance of the Renewal Date.
- 6.3. If the Customer fails to pay the Company in full in accordance with paragraph 6.1, pursuant to clause of the General Conditions, the Company reserves the right to suspend the Hosting Services until payment has been made in full.
- 6.4. The Company may increase its Hosting Fee from time to time upon giving written notice of its intention to do so to the Customer. Such increase shall not take effect until the Renewal Date.

7. Submitting Support Requests and access

- 7.1. Unless expressly stated in the Quotation, the Customer may request Support Services which will be provided at the Company’s standard hourly fee rate as amended from time to time.
- 7.2. Support shall be requested by way of a Support Request.
- 7.3. Each Support Request shall include the Customer’s name, the name of the individual making the request, contact details, a description of the issue, where relevant and the start time of the incident.
- 7.4. The Customer shall provide the Company with:
 - 7.4.1. prompt notice of any issues with the System; and
 - 7.4.2. such output and other data, documents, information, assistance and (subject to compliance with all Customer’s security and encryption requirements notified to the Company in writing) remote access to the System, as are reasonably necessary to assist the Company to reproduce operating conditions similar to those present when the Customer detected the relevant issue and to respond to the relevant Support Request.
- 7.5. The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Company direct access at the Customer’s premises to the System and the Customer’s files, equipment and personnel. The Customer shall provide such access promptly, provided that the Company complies with all the Customer’s security requirements and other policies and procedures relating to contractors entering and working on the Customer’s premises notified to the Company.

8. Service Levels

8.1. The Company shall use its reasonable endeavours to provide the Hosting Services in accordance with the times specified in the table set out below excluding planned or emergency maintenance or otherwise caused by events beyond the Company’s reasonable control:

| Hosting Server uptime | Service Level response during Support Hours on a Business Day | Service Level response outside of Support Hours |
|--|---|---|
| 99.9% This excludes outages of 15 minutes or less | The Company will respond to Support Requests within 30 minutes of it being reported to the Company and will endeavour to provide the Customer with an estimation of when the issue will be resolved | The Company will respond to Support Requests during Support Hours on the next Business Day. |

8.2. In the event that a hardware outage falls below the Server uptime referred to in the Service Level Table, excluding planned or emergency maintenance or otherwise caused by events beyond the Company's reasonable control, the Company shall provide service credits by way of compensation for such downtime in accordance with paragraph 8.3.

8.3. For any hardware outage on any Business Days which fall below the Service Levels, subject to the Customer notifying the Company in writing of its claim within 30 days of the first occurrence of the outage, the affected Hosting Service will receive a credit to be redeemed against a renewal of the same Hosting Service on the next Renewal Date. The credit will be equivalent to the prorata refund for the Business Day(s) on which the hardware was not available.

8.4. The provision of service credits pursuant to paragraph 8.3 is the Customer's sole compensation by the Company in the event that a hardware outage falls below the Service Levels.

9. Website content

9.1. Unless expressly stated in the Quotation, the Company shall upon request update the Website with Materials provided from time to time by the Customer which shall be charged at the Company's standard hourly fee rate as amended from time to time.

9.2. The Customer shall ensure that the Materials do not infringe any applicable laws, regulations, third party rights or contain Prohibited Content.

9.3. The Company shall include only the Materials on the Website. The Customer acknowledges that the Company has no control over any content placed on the Website by Visitors and does not purport to monitor the content of the Website and it shall at all times, remain the sole responsibility of the Customer. The Company reserves the right to remove content from the Website where it reasonably suspects such content is Prohibited Content. The Company shall notify the Customer if it becomes aware of any allegation that content on the Website may be Prohibited Content.

9.4. The Customer shall ensure that the security of its Website is maintained and regularly updated at all times so as to minimise the risk of attack by viruses, hackers and to prevent other unauthorised access or damage to the Website or the System. It is the Customer's responsibility to operate its own filtering system and security software on the System.

9.5. The Customer shall indemnify the Company against all damages, losses and expenses arising as a result of any action or claim that the Materials or any other material posted to, or linked to, the Website constitutes Prohibited Content.

9.6. The Company may include the statement "Powered by Kayo Digital Ltd" on the home page of the Website in a form to be agreed.

10. Term and termination

10.1. The provision of Design Services shall commence on the date set out in the Quotation and shall, subject to earlier termination pursuant to the General Conditions, continue until the Approval of the Deliverables and/or completion of the Design Services and payment of all outstanding sums.

10.2. On termination of these Supplementary Terms for any reason, each party shall as soon as reasonably practicable return, destroy or permanently erase (as directed in writing by the other party) any materials, documents, designs, illustrations, photographs or other information or data provided to it by the other party, failing which, the other party may enter the relevant premises and take possession of them, provided, regarding the Customer's rights under this paragraph 10.2, that the Customer has (if appropriate) paid the Company in full for such materials, documents, designs, illustrations, photographs or other information or data. Until these are returned or repossessed, the party in possession shall be solely responsible for their safe-keeping.