Service Schedule 2 – Hosting Services

Additional Terms and Conditions applicable to Hosting Services

1. **Interpretation**

1.1 In addition to terms defined in the General Terms and Conditions, the following terms have the following meanings:

"Agreed Minimum Resources"	means: (i) the minimum number Users registered to use the Services; (ii) the minimum amount of memory or processors used; and (iii) the minimum number of applications used, at any time during the Term, as specified in a Contract.
"Client Software"	the third party software products that the Client provides to Knowall for Knowall to host via the Services, as specified in a Contract.
"Initial Term"	unless a different period is specified in a Contract, means twelve (12) months from the Services Start Date.
"Microsoft"	Microsoft Ireland Operations Limited.
"Products Description"	the description of the Vendor Software set out in Appendix 1.
"Services"	means: (i) with respect to Vendor Software, the provision of the Vendor Software on a hosted, software-as-a-service (SaaS)-basis; or (ii) with respect to Client Software, the provision of hosting services enabling the Client to access and use the Client Software on a software-as-a-service (SaaS) basis.
"Services Start Date"	means the date on which Knowall starts providing the Services, as specified in a Contract.
"SLA"	the service level agreement set out in Appendix 2.
"Software"	means either the Vendor Software or the Client Software.
"Support"	means the provision of support by Knowall in accordance with the SLA.
"Term"	has the meaning given to it in clause 2.1.
"Vendor Software"	the software products that Knowall procures and provides to the Client via the Services, as specified in a Contract, and as further described in the Products Description.

2. **Services**

2.1 Subject to earlier termination in accordance with the General Terms and Conditions or clause 6 below, Knowall will provide the Services and the Support to the Client for the Initial Term and thereafter the Contract shall automatically renew for successive periods of 12 months (each a "**Renewal Period**") until either party gives notice of termination to the other party at least sixty (60) days before the end of the Initial

Term or the end of any Renewal Period in which case the Contract expires at the end of the Initial Term or such Renewal Period (as applicable) ("**Term**").

3. Client's obligations

3.1 Where the Vendor Software constitutes software which is proprietary to Microsoft, the Client acknowledges and agrees that:

3.1.1 it shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Vendor Software;

3.1.2 it shall not reverse engineer, decompile, or disassemble the Vendor Software, except to the extent that such activity is expressly permitted by applicable law;

3.1.3 it shall only contact Knowall or Knowall's suppliers (and not Microsoft) to obtain technical support for the Services;

3.1.4 it shall not remove any copyright, trademark, or patent notices contained in or on Vendor Software;

3.1.5 it shall not acquire any ownership rights in any Vendor Software;

3.1.6 to the extent permitted by applicable law, Microsoft does not give warranties in relation to the Vendor Software, and neither Microsoft nor its suppliers shall be liable for any damages, whether direct, indirect, or consequential, arising from the Software Services; and

3.1.7 it shall not use the Vendor Software in any application or situation where the Vendor Software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Vendor Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. The Client agrees to indemnify and hold harmless Knowall from any third-party claim arising out of its use of the Vendor Software in connection with any High Risk Use.

4. Warranties

4.1 Knowall warrants that it will provide the Services and the Support with such care and skill as may reasonably be expected from a professional provider of hosting services and in accordance with the SLA.

4.2 Where the Vendor Software constitutes software which is proprietary to Microsoft, Knowall warrants that the Vendor Software will perform in accordance with the Products Description.

4.3 The warranties set out in clauses 4.1 and 4.2 do not:

4.3.1 cover problems caused by accident, abuse or use in a manner inconsistent with the Contract, or resulting from events beyond Knowall's reasonable control; or

4.3.2 apply to problems caused by the failure to meet minimum system requirements.

4.4 If Knowall fails to meet the warranty set out in clause 4.1, then the Client acknowledges and agrees that its sole remedy is the entitlement to a service credit in accordance with the terms of the SLA.

4.5 If Knowall fails to meet the warranty set out in clause 4.2, then Knowall will, at its option, either (i) refund the Charges paid by the Client in respect of the period in which the Vendor Software failed to perform in accordance with the Products Description or (ii) repair or replace the Vendor Software.

4.6 The Client acknowledges that Knowall does not provide any warranty or representation with respect to the functionality or performance of the Client Software.

5. Charges

5.1 Knowall shall issue an invoice for the first month's Services prior to the Services Start Date and thereafter monthly in advance.

5.2 The Client acknowledges that the Charges are calculated by reference to the minimum number Users registered to use the Services, the amount of memory or processors used, and the number of applications deployed, and that the Charges may therefore vary from month to month, provided that the amount of resources used for calculating the Charges shall not be less than the Agreed Minimum Resources.

5.3 The Charges are fixed during the Initial Term. Thereafter Knowall may increase the Charges by giving the Client ninety (90) days' prior written notice.

6. Termination

6.1 If Knowall is (for whatever reason) unable to continue to provide the Vendor Software in accordance with the Contract, Knowall may terminate the Contract by giving written notice to the Client.

6.2 If Knowall exercises its right to terminate the Contract under clause 6.1, then Knowall shall:

(a) give the Client as much prior notice as is reasonably practicable in the circumstances; and

(b) provide the Client with all reasonable assistance to enable the Client to migrate to a replacement software vendor.

APPENDIX 1
PRODUCT DESCRIPTION

[INSERT DESCRIPTIONS OF (OR LINKS TO) MS PRODUCTS]

APPENDIX 2
SLA

1.   Helpdesk

1.1   Knowall will provide:

1.1.1   guidance and best practice advice for use of the Services; and

1.1.2   technical support to resolve any issue arising in connection with the use of the Services ("**Incident**"), between 08:30 and 18:00 on Business Days.

1.2   The Client can request support from Knowall in relation to an Incident:

1.2.1   by email at support@knowall.net; or

1.2.2   by telephone on 02074713271

1.3   Knowall CRM

1.4   The Client acknowledges that Knowall will have no obligation to provide support in respect of any Incident caused by:

1.4.1   the improper use of the Services by the Client; or

1.4.2   any alteration to the Services made without the prior consent of Knowall,

and that any support or other assistance provided in relation to an Incident which falls within this clause will be chargeable by Knowall at its then-current professional services rates.

2.   Response times

2.1   Knowall will give each Incident a severity status in accordance with the following table:

Severity status	Criteria
Priority 1 – Global Critical	Global Issues, eg major server issues.
Priority 2 – Local Critical	Local User Issues, eg User unable to access services
Priority 3 – Local	Administration Issues, eg configuration changes, adding additional resources

2.2   Knowall will use all commercially reasonable efforts to respond to Incidents in accordance with the following table:

Severity status	Remote response	Onsite response
Priority 1 – Global Critical	Immediate	As agreed
Priority 2 – Local Critical	One (1) hour	As agreed
Priority 3 – Local	Four (4) Business Hours	N/A

3.   Service Level

3.1   In respect of each month during the Term, Knowall will use all commercially reasonable endeavours to ensure that the Services achieve the following Service Level:

3.1.1   IP packets will be able to pass through our network to our border routers and onto our suppliers' network ports at least 99.9% of every month; and

3.1.2   at least 99% of IP packets are successfully transmitted within 20ms latency to our border routers.

3.2   When determining whether the Service Level set out in clause 3.1 has been achieved, non-availability of the Services as a result of the following causes shall be disregarded:

3.2.1   outages resulting from WAN connectivity and LAN failures;

3.2.2   outages resulting from the Client's operating error;

3.2.3   power failures and other environmental factors outside of the control of Knowall or its supplier;

3.2.4   any scheduled down-time i.e. planned outages or Client-requested downtime;

3.2.5   failure or faults due to Client's existing data network, cabling or environment; and

3.2.6   partial failures of the application e.g. a particular problem with single extensions or a problem such that the majority of extensions are able to continue processing calls as normal.

4.   Service Credit

4.1   If the Services fail to achieve the Service Level, the Client will be entitled to the following Service Credit:

Hosted Server Availability	Service Credit (as percentage of monthly Charges)
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89.9% or below	100%