

SERVICE DESCRIPTION

Web Hosting Services – Managed Server Solution

MESH INTERNET Limited offers a managed server service to its customers, offering service availability and customer service and reliability. This attachment provides a description of the **Managed Server Service** (the “Service”), as well as providing additional terms and conditions relating to the Service. Additional obligations related to the provision of Service are set forth in the attached Service Level Agreement.

DESCRIPTION OF THE SERVICE

Mesh Internet will provide a Server as indicated on the Order Form for the exclusive use of the Customer (“Server”), together with the necessary infrastructure to connect the Server to the Internet at the bandwidth indicated on the Order Form.

EQUIPMENT; DEFINITIONS

Mesh Internet will provide all Equipment necessary to provide the Service indicated on the Order Form. Mesh Internet will not be responsible for the procurement or installation of any Customer Applications or equipment. “Mesh Internet Equipment” means all Mesh Internet Software, hardware (including the Server), cables, hubs and such other equipment supplied by Mesh Internet, its agents or its sub-contractors for the provision of the Service which have not been purchased and paid for by the Customer. “Mesh Internet Software” means the installation software and/or other software necessary to facilitate the use of the Service. “Customer Applications” means any software, applications, web-sites, data or other information, installed on the Server by the Customer, but excludes any pre-installed operating system software, database applications or other software, including the Mesh Internet Software indicated on the Order Form. All Mesh Internet Equipment shall remain the property of Mesh Internet or its agent at all times.

ENVIRONMENT

Mesh Internet will house the Server in one of its data-centre environments which includes the following environmental facilities:

- secure physical environment, with strict access control systems
- temperature control
- Un-interruptible Power Supply (UPS) for the Server
- fire protection/suppression system
- 24x7x365 monitoring

CONNECTIVITY

- Mesh Internet will provide connectivity to and from the Server as indicated on the Order Form. The connectivity shall not exceed the bandwidth indicated on the Order Form.

OPERATING SYSTEMS

At the time of installation, Mesh Internet will provision the Server with the operating system indicated on the Order Form together with all service pack and security updates and patches applicable at the time of purchase. As needed, Mesh Internet will install service packs, patches or security updates (OS Upgrades) at no additional cost to the Customer as they become available; provided, however, Customer may indicate at point of order, not have automatic OS Upgrades. In this case, the Customer will be informed of OS Upgrades as they become available and will be installed only upon Customer’s request. Such installation will be charged as System Administration Service as described below. Mesh Internet will not be responsible for issues arising due to incompatibility between the operating system, as installed or pursuant to upgrades, and Customer Applications.

CUSTOMER RESPONSIBILITIES

In addition to the other obligations set forth in this Service Description, the Customer shall be responsible for the following:

IT Support Contact. The Customer shall designate a technical contact in the Order Form for Mesh Internet to contact regarding the Service.

Mesh Internet Instructions. Customer shall follow all Mesh Internet instructions regarding use of the Service, Mesh Internet Equipment, and access to the Mesh Internet Data Centre. Failure to follow such instructions shall relieve any obligations of Mesh Internet related to the provision of Service and shall invalidate any service level commitments that Mesh Internet may provide.

Reporting Obligations. The Customer shall immediately report to Mesh Internet any failure or fault detected by Customer.

Back-up and Restore Services. The Customer is responsible for its own back-up strategy and policies unless the optional Mesh Internet Back-up and Restore services are requested (see Additional Services).

Customer Applications and Equipment. The Customer is responsible for the configuration, installation and maintenance of the Customer Applications and other services it wishes to offer its users. Other than the Mesh Internet Equipment, it is the Customer’s sole responsibility to make sure that it has the necessary and appropriate software, operating systems, equipment and facilities to use the Service. The Customer must ensure that any Customer Application installed on

the Server is fully approved and licensed for the purpose for which it is being used, and ensure that it will not impair any Service. Mesh Internet takes no responsibility for the maintenance of the Customer's own Customer Applications or equipment and the Customer acknowledges and agrees that Mesh Internet will be neither responsible nor liable for any losses resulting from any failure of any Customer Applications or equipment outside the direct control of Mesh Internet.

Software. The Customer shall comply fully with all licensing requirements set forth in any third party software provided by Mesh Internet as a part of the Service.

Acceptable Use Policy. The Customer will comply fully and at all times with the Acceptable Use Policy located at www.Mesh-Internet.co.uk

Use of the Service by Customer. Mesh Internet reserves the right at any time and from time to time, at its sole option and with no obligation to do so, to monitor and inspect the Customer's website relating to the Service. If Mesh Internet determines or has reason to believe that the Customer has violated any provision of the Contract, including the Acceptable Use Policy, Mesh Internet may without prior notice take any one or more of the following actions:

- remove the Offending Materials (as defined in the Customer Agreement);
- suspend or permanently disable the Service or any part of it; or
- terminate the Contract.

Mesh Internet is not responsible for any material, data, images or information transmitted, used, communicated, passed over or received, through or on the Service. In particular, Mesh Internet does not warrant the quality or accuracy of such material, data, images or information and Mesh Internet assumes no liability if they contain any Offending Materials. The Customer's use of such material, data, images and information is solely at the Customer's own risk and is subject to all applicable laws, regulations, codes of practice and acceptable use policies. The Customer will, at its own expense, obtain all necessary content, including any materials, data, images, or information necessary for Customer's use of the Service and the Customer will be responsible for ensuring that any and all content it places on its website complies at all times with the requirements of the Contract. Customer does not have root access to the Server as part of the Service. The Customer may request root access to the Server; provided, however, that Mesh Internet shall not be liable for any service interruptions to the Service and the Service Level Agreement set forth in Attachment Y shall not be offered to the Customer.

ADDITIONAL SERVICES

The following services are offered for an additional fee in accordance with the Order Form. Certain bundles may include these services as a part of the monthly fee. Consult your Order Form!

System Administration Services

At Customer's request, Mesh Internet will also provide System Administration Services (SAS) such as:

- Web server SAS - adding domains, password protection, server module support
- FTP server SAS - restricting access, setting up new users
- Database server SAS - delivering a specific Customer instruction such as "add table xxxname" "delete table xxxname". For installation the Customer will specify the requirements of how it wishes the table to be established. Mesh Internet will configure the database to adhere to the requirements provided by the Customer.

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- Mail server SAS - adding/deleting users, mail forwards, auto responders
- Installation of OS Upgrades, completed in response to a Customer request
- Restore services, when the optional Back-up service is requested by the Customer

SAS does not include troubleshooting problems with scripts and pages developed by the Customer, including but not limited to:

Perl scripts, custom CGI, Active Server Pages and Web/database integration.

The Customer can purchase a dedicated number of SAS hours to be provided by Mesh Internet on a monthly basis ("SAS Plan"). If the Customer has purchased an SAS Plan on the Order Form, then the Customer shall receive SAS up to the dedicated number of hours at the rate quoted on the Order Form. SAS provided in excess of the SAS Plan will be charged at Mesh Internet's standard rates as indicated on the Order Form. If SAS hours are not used in one month, they shall not be banked for use in subsequent months. If the Customer does not select an SAS Plan, SAS will be charged at Mesh Internet's standard rates as indicated on the Order Form. Mesh Internet shall provide SAS as indicated on the Order Form, which in any event shall result in a minimum charge of one (1) hour per request. SAS rates may be adjusted on an annual basis. SAS will be performed in accordance with the Service Level Agreement.

Optional Back-Up and Restore Services

When the optional Back-up service is requested by the Customer, Mesh Internet will provide daily or weekly back-ups as indicated on the Order Form. When the optional restore service is requested by the Customer, Mesh Internet will provide restoration of designated data directories, folders or files from the latest backup in accordance with the Service Level Agreement. These services will be charged as an SAS. Mesh Internet is not able to perform back-up or restore services to any files or folders that are open at the time the back-up or restoration services are performed by Mesh Internet.

IP Monitoring

Mesh Internet can provide monitoring services for a single nominated port or IP number that will be used with the Service as indicated on the Order Form. Mesh Internet can monitor additional ports and IP numbers to be used with the Service if indicated on the Order Form at the rates indicated on the Order Form.

SSL Certificate

Mesh Internet can provide at an additional cost a Secure Socket Layer (SSL) certificate to enable the Customer to send and receive encrypted transmissions over the Mesh Internet network and the Internet.

Equipment; Software

Additional hardware and software may be purchased in accordance with the Order Form. Additional manufacturers' term and conditions may apply for the use of the hardware and software. Mesh Internet disclaims all warranties with respect to the hardware and the software; Customer shall look solely to the relevant manufacturer for all warranties.

Mesh Internet RESPONSIBILITIES

As more specifically described in the Service Level Agreement, Mesh Internet shall provide the following services to support the Service:

- Set-Up and Configuration
- Service Availability
- Monitoring
- Support

FEES

For use of the Service, the Customer agrees to pay the fees indicated on the Order Form.

TERM OF THE SERVICE

Mesh Internet shall provide the Service, and the Customer agrees to purchase the Service, for the term indicated on the Order Form (the "Term"), which shall commence upon the installation of the Customer Hardware on the Server.

EFFECT OF TERMINATION

Upon termination or expiration of the Contract, the Server and all Mesh Internet Equipment shall immediately be disconnected from the Internet, and all Customers' rights to use the Service shall cease forthwith. Mesh Internet Equipment shall be preserved for a maximum period of 7 days after the termination or expiration of this Contract, before being reformatted and prepared for re-use. Such re-formatting will destroy any Customer Applications and data remaining on the Mesh Internet Equipment at termination. After re-formatting, such Customer Applications and data will not be recoverable. It is the Customer's sole responsibility to remove or recover their own Customer Applications or data before termination or immediately afterwards. Mesh Internet accepts no responsibility for any Customer Applications or data lost after termination.