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# “The Server Cloud”.

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Terms and conditions  
& Service Level Agreement

**Andisa I.T. Consultants Ltd.** Registered in England and Wales No: 004994671

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## **DOCUMENT CONTROL**

### ***Purpose***

The document defines the terms and conditions of use for all services delivered as part of “The Server Cloud” to Andisa’s clients.

It also describes the Service Level Agreement in place for all “The Server Cloud” services and the procedure for logging support issues whilst a service is in place.

### ***Document Version***

This document version was amended 31<sup>st</sup> July 2019. It is version 2.01.

### ***Who it effects***

The terms, conditions and service level agreement is in affect for all new “The Server Cloud” Services configured and delivered after the date of this version of the document.

## DEFINITIONS

For purposes of this document:

“The Server Cloud” Is the trade name used to describe the collective hosting services from Andisa IT Consultants Ltd

"Cloud server" means your unique virtual machine instance;

“Own Equipment” means any equipment that you the client provide for use in our racks.

"cloud server fees" means the fees for your “The Server Cloud” service for the monthly billing period in which the failure occurred and includes monthly virtual machine instance and bandwidth charges but excludes software fees;

"Cloud server host" means the physical server which hosts your cloud server;

"data center network" means the portion of “The Server Cloud” network extending from the network egress point of your cloud server host to the outbound port of the data center border router;

"Power" includes UPSs, PDUs and cabling, but does not include the power supplies in cloud server hosts;

"Scheduled maintenance" means maintenance that is announced at least ten business days in advance, and that does not exceed sixty minutes in any calendar month.

“Force Majeure” ” means any cause beyond a Party’s reasonable control affecting the performance of its obligations hereunder including but not limited to fire, flood, explosion, accident, war, strike, embargo, acts of any governmental authority (including refusal or revocation of any license or consent), Act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, inability to secure materials, power failure, industrial disputes (excluding disputes involving the employees of either Party) and acts or omissions of other providers of telecommunications services.

“Andisa” refers to Andisa IT Consultants Ltd.

“Customer” or “Client” refers to the Customer using “The Server Cloud”

## SERVICE PRERQUISITES

It is important that PC’s and peripherals are up to date with firmware and operating system patches prior to installation. Unless stated in a quote for “The Server Cloud” service,

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patching and repairs to PC's at the clients premises or to equipment supplied by the client are not included in the installation work and may be charged in addition.

Prior to connecting to "The Server Cloud" service, you must ensure that your antivirus protection on all your PC's is up to date.

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# SUPPORT

## ***Andisa's Responsibilities***

Andisa's support responsibilities extend to the support of "The Server Cloud" infrastructure owned and operated by Andisa and are as set out below:

### **Where customers do NOT have Administrator access:**

- supplying, maintaining and monitoring "The Server Cloud" service;
- monitoring the performance, capacity and availability of the host server;
- monitoring the CPU, RAM and storage utilization of the cloud server
- setting up the Base Configuration of the cloud server, the Operating System and Andisa Provided Applications;
- providing Proactive support to service issues;
- Proactively maintaining, updating and supporting the Operating System and Andisa Provided Applications, following the initial setup of the "The Server Cloud" Service;
- backing-up Operating System settings, Andisa Provided Applications and file data as per the Back-up schedule detailed;
- in the event of a Server fault not being repairable by Andisa, we will use our reasonable endeavors to restore the Server to a previous state;

### **Where customers do have Administrator access:**

- supplying, maintaining and monitoring the Server;
- monitoring the performance, capacity and availability of the host server;
- monitoring the CPU, RAM and storage utilization of the cloud server
- setting up the Base Configuration of the cloud server, the Operating System and Andisa Provided applications;
- providing On-Demand support to customers support requests;
- providing On-Demand maintenance, updates and support for the Operating system and Andisa Provided Applications; following the initial setup of the "The Server Cloud" Service;
- providing Best Efforts for Backing-up Operating System settings, Andisa Provided Applications and file data as per the Back-up;
- In the event of a cloud server fault not being repairable by Andisa, we will use our reasonable endeavors to restore the Server to a previous state using the data back-ups.

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Where the client provides equipment to be hosted in our racks but managed by the client then Andisa will be responsible for the following:

**Where the client provides equipment to be hosted in our racks but managed by the client**

- setting up the Base Configuration of the cloud server as agreed in the quote;
- providing On-Demand support to customers support requests;
- Providing power, internet bandwidth and physical access as defined in the following sections.

**"Best Efforts"** means we will use our reasonable endeavors to provide a service feature but without any guarantee to do so under the SLA;

Andisa is not be responsible for:

- maintenance and support of any Non-Andisa Provided Application or Hardware unless Andisa has agreed this separately with you;
- recovering any Non-Andisa Provided Application(s) and/or associated data in the event of a Server restore unless we have agreed this separately with you; and/or
- Any matters outside the scope of the "The Server Cloud" Service including without limitation any data uploaded by you and/or generated by the Server on your behalf.
- Support of PC's, connectivity, printers and peripherals at the clients site, unless a separate support agreement is in place.

### ***Period of Support***

Andisa provides business support 9am to 5pm Monday to Friday, unless otherwise agreed. We will use best efforts to respond to High Priority issues outside of these times however we guarantee that the issues will be investigated inside the next office hour's period following it being reported.

### ***Fault Reporting***

- Issues must be reported following the Andisa Communication & Escalation procedure. This can be found at <http://www.andisa.net/communication-escalation.pdf>



## CONDITIONS OF USE

You agree:

- To provide us with an authorised contact name and an authorised contact number; and
- To notify us immediately if you become aware of any change in circumstances which may lead you to believe that security information has become known to any unauthorised person.
- that we may, from time to time, suspend and/or change your password at our discretion if Andisa reasonably believes that such a step is in the interests of security.
- That you are responsible for any misuse of the “The Server Cloud” Service. You must, therefore, take steps to ensure that others do not gain access to your account.
- Not to break or attempt to break security on any of Andisa's networks or affiliated networks, or to access an account that does not belong to you. You may not use scripts or programs that interfere with or deny services to other users on any other server, host, network or channel.
- That you are entirely responsible for the content of your user data, licensing of software and media, including but not limited to your Documents, Web pages and associated databases.
- Not to use or install unlicensed or illegitimate third party software on your dedicated server.
- To abide by any licensing and copy right agreements regarding application and operating system software in place, including the Microsoft User Rights agreement in any billing period.
- To ensure that your antivirus products are up to date on every PC that will be used to connect to “The Server Cloud” service.
- To ensure that any equipment provided by you complies with all relevant legislation, standards and license requirements.
- To only use the service and equipment provided for lawful purposes.
- Not to transact, host or advertise any unsolicited commercial email (“UCE”).
- Ensure that all equipment owned or leased by yourself is adequately insured for your own protection and that of third parties whilst located at the hosting center.
- Indemnify Andisa IT Consultants Ltd in respect to all claims and liabilities incurred as a result of breach of the Conditions of use (including claims by government entities seeking to impose penal sanctions).

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## ***IP Addresses.***

Only Internet Protocol (IP) addresses assigned by Andisa to your server may be used on your server.

Andisa will initially assign one (1) IP address to your server.

Andisa may “swap-out” any IP address assigned to your server with another IP address.

Andisa may revoke any IP Address at any time that, in our sole discretion, is being used in a manner that violates this Agreement.

Andisa owns and manages all IP addresses used on our servers and network and grants you no ownership or transfer rights in our IP addresses whatsoever.

## ***Service Period***

The “The Server Cloud” Service will be provided for a Minimum Service Period of 12 months from the date of activation. \*, \*\*

\*(unless a different minimum service period has been agreed prior to activation).

\*\* (unless service has ended or it has been suspended earlier than this in accordance with another part of this Agreement).

At the end of the Minimum Service Period, the “The Server Cloud” Service will automatically continue until it is terminated in accordance with another part of this Agreement.

## ***Billing and Payment***

Andisa will invoice for “The Server Cloud” services in advance each month. You must pay the invoice within 7 days of the invoice date. If payment is not received by Andisa the service may be disabled until payment has been received. Andisa shall not be liable for any loss, claim or damage which is caused by discontinuation of service. Andisa may charge a recommencement fee of £100 to re enable the service.

## ***Termination***

The minimum notice period is 30 days, or such other period agreed between the parties. In either case the notice will not take effect until on or after the Minimum Service Period has ended;

Once the “The Server Cloud” Service has been activated and is available for you to use, you may end this Agreement by giving notice equal to the Minimum Cancellation Notice Period.

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Upon termination, we will immediately delete all files and content (including but not limited to Documents, Web pages, images and database files).

It is your responsibility to make arrangements for the transfer of your data prior to the termination date. We cannot accept any liability for any loss or damage incurred by you as a result of the deletion of such data.

## ***Assignment***

Neither party may assign any of its rights under his agreement without the written consent of the other (which consent shall not be unreasonably withheld or unduly delayed)

## ***Application Software***

Subject to the remainder of this clause, an installation charge may be payable in respect of any Application you wish us to install as part of the “The Server Cloud” Service.

- for Andisa Provided Applications, which are installed as part of a new Server provision, there will be no Application installation charge; and
- for Andisa Provided Applications which are installed after the Server has been provisioned, a one off Application installation charge may be payable at our then current standard rate for such service.

Patching and updating any Andisa Provided Application(s) will be provided free of charge.

Unless otherwise agreed between us, we are not responsible for maintaining, supporting or backing-up Non-Andisa Provided Applications.

You are responsible for obtaining the necessary licenses and any appropriate consent for the inclusion of any Non-Andisa Provided Applications which you source and provide into the “The Server Cloud” Service.

If Andisa becomes aware that you are using unlicensed software then we will initially contact you by email to alert you. If the use continues then Andisa reserves the right to disable access to the server or remove the unlicensed software.

## ***Quantity of users***

When the service is first set up a minimum number of users will be agreed. You are able to add / remove extra users on a monthly basis for the advertised monthly fee (prices are advertised at [www.theservercloud.co.uk](http://www.theservercloud.co.uk)).

To add or remove users, [emailsupportdesk@andisa.net](mailto:emailsupportdesk@andisa.net) with a completed “additional user form”. This can be found on the pricing web page above.

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The minimum number of users agreed at the start of service will be the minimum number billed for each month.

### ***Available disk space***

The initial quote will specify the amount of disk space available on your cloud server. If you need more disk space than this then you must contact Andisa by emailing [supportdesk@andisa.net](mailto:supportdesk@andisa.net). Additional disk usage may incur further cost.

### ***Email Storage Space***

The initial quote will specify how much email storage space is available on your “The Server Cloud” service. If your usage exceeds the specified amount the system will automatically prevent you from sending/ receiving emails.

You must delete emails or archive to a file to avoid this situation. You are responsible for managing email storage space.

The exception to the above two points is where you have provided or leased specific servers. In this case, the available disk space is limited by the size of the physical servers.

### ***Network Bandwidth***

If a specific monthly data quota or bandwidth is specified in your initial quote. If this is the case, your network bandwidth usage will be monitored each month. Andisa may charge for excessive bandwidth usage at the prevailing rate for each billing period where excessive bandwidth utilization is measured.

## **DATA BACKUPS AND RESTORATION**

### ***Retention and Frequency***

Andisa will take daily backups of the “The Server Cloud” Operating System, any Andisa Provided Applications and file data. Backups normally use the Microsoft built in backup utility and overwrite the backup after 5 days. Up to 5 days the backup image is updated with file changes each day. Where off site backups are provided, the Storegrid backup solution provided by “Vembu” is used.

### **Location**

Backups are stored on a separate server but in the same location as the cloud servers. Off-site backups can be arranged at extra cost.

Unless otherwise agreed between us, the client will be responsible for the back-up of any client supplied Applications and Hardware and any associated data.

Where you have Root/Admin access, we cannot provide service guarantees around the effectiveness of the data back-ups.

In instances where back-ups fail, we will be alerted and will endeavor to take corrective actions.

### ***Data integrity***

You understand and acknowledge that we will not be responsible for the integrity of your data or the fact that the data may be corrupt. We shall not be liable for any loss, claim or damage which is caused by a failed backup and/or Data Restore.

### ***3<sup>rd</sup> Party applications***

Certain software (such as Sage or ACT for example) cannot be restored from a routine backup. This software typically has its own method of creating backups that must be run by a user at the end of each day. It is the client’s responsibility to make sure that these backups are run on a regular basis.

### ***Data stored on PC’s***

“The Server Cloud” hosted server backups do not backup data stored on the local PC’s. Andisa is not responsible for data stored on local PC’s. If you store documents on your PCs then you need to make sure the information is backed up.

### **Restoration**

Where Andisa manages the backups, one restore is available free of charge per Month, thereafter, a charge will be payable for each Data Restore at our standard rate for such service from time to time in force.

## **SERVICE LEVELS**

### ***Maintenance Windows.***

Occasionally the server may need rebooting to allow maintenance of the server. If this occurs we will notify you by telephone and / or email prior to performing a reboot. Longer periods of downtime may be needed for infrastructure maintenance. These times will be notified verbally and or by email. Service availability affected by planned outages or maintenance windows is not deemed an interruption as far as the service level is concerned.

### ***Backup Window***

The backup process increases load on the cloud server and therefore affects performance. The backup window will extend as you increase the amount of data on the server. Decreased performance or unavailability of a server during backup is not interruption as far as the service level is concerned.

### ***Network***

We guarantee that our data center network will be available 100% of the time in any given monthly billing period, excluding scheduled maintenance. A Network Uptime interruption exists when cloud server downtime occurs as a result of a fault of the network between the server and the edge router connecting the hosting center to the internet feed.

### ***Power System***

We guarantee that data center HVAC and power will be functioning 100% of the time in any given monthly billing period, excluding scheduled maintenance.

A Power system interruption exists when cloud Servers downtime occurs as a result of power or heat problems.

### ***Server Hardware***

We guarantee the functioning of cloud server hosts including computer, storage, and hypervisor. If a cloud server host fails, we guarantee that restoration or repair will be complete within 24hours of problem identification.

A Server Hardware interruption exists when cloud servers downtime occurs as a result of physical server failure and has not been resolved inside 24 hours.

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## **Migration**

If a cloud server migration is required because of cloud server host degradation, we will notify you at least 24 hours in advance of beginning the migration, unless we determine in our reasonable judgment, that we must begin the migration sooner to protect your cloud server data. Either way, we guarantee that the migration will be complete within three hours of the time that we begin the migration.

## **Service Interruption**

### **Duration of an interruption of service.**

The duration of a Server Hardware Interruption will be measured from the time the issue is logged with Andisa by the client and is in receipt of an ACL reference and the issue has been validated by Andisa technicians to the time Andisa, in its sole discretion, considers the interruption ended.

The duration of a Power System Interruption or a Network Uptime Interruption will be measured from the time the interruption begins until the time that Andisa, in its sole discretion, considers the interruption ended.

### **Remedies.**

For each continuous uninterrupted thirty (30) minute

- Server Hardware Interruption or
- Power System Interruption, or
- Network Uptime Interruption

Andisa will credit your account 5% (each a "Downtime Credit") of your charges for Dedicated Hosting Services (excluding software fees) in the month the service interruption occurred, up to 100% of such charges.

Interruptions lasting less than thirty (30) continuous interrupted minutes will not qualify for Downtime Credits.

You may not qualify for more than one type of Downtime credit at any one time, IE simultaneous server interruption and power interruption will be classed as one Downtime. Relocation Andisa shall have the right upon prior written notice to relocate the Customer Equipment. In the event of an emergency, Andisa may relocate the Customer Equipment within such time as may be reasonable and with a telephone call followed by written confirmation as the circumstances reasonably warrant. The site of relocation shall be comparable to the initial Licensed Space. All reasonable costs of relocating the Customer Equipment and of improving

the new area to which the Customer Equipment is being relocated shall be borne by Andisa. Upon any such relocation, the right granted by this Agreement shall be deemed to apply to such portion of the facility in which the Customer Equipment is then located by Andisa. Andisa reserves the right at its own expense to change the location or configuration of the Licensed Space, provided however that Andisa shall not arbitrarily or discriminatorily require such changes. Andisa and Customer shall work in good faith to minimize any disruption in Customer's services that may be caused by such changes in location or configuration of the Licensed Space.

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## *Applying for Downtime Credit*

### **Process**

To receive a Downtime Credit(s), you must report a claim and obtain an ACL reference by emailing [suportdesk@andisa.net](mailto:suportdesk@andisa.net) within seven (7) days of an interruption. Your claim must contain;

- a description of the service interrupted
- the applicable IP address
- your contact information
- a full description of the service interruption, including logs, if applicable

Andisa will determine, in its sole discretion, the validity of each claim. For each valid claim Andisa will issue a Downtime Credit within fourteen (14) days of its determination that the claim is valid.

### **Exceptions.**

Downtime Credits may not be issued (and any applicable Downtime Credits may be forfeited) if;

- ☒ Your account is overdue or has been suspended or cancelled by Andisa,
- You have been notified by Andisa two (2) or more times in the preceding twelve (12) months that your account is in arrears or is (or may be) in violation of this Agreement.
- A service interruption is due to an action or actions taken by you or by another person that you have authorized to access your account.
- An interruption is part of a maintenance window ☒ If service interruption would not have occurred but for your breach of your agreement with Andisa or your misuse of the Services.
- Service interruption is resulting from denial of service attacks, virus activity, hacking attempts, or any other circumstances that are not within our control.
- Service interruption or power interruption is caused by Force Majeure.
- Service interruption is as a result of relocating.

Any customer who makes false or repetitive claims will be charged forty-nine pounds £49.00 for each such claim.

### **Support Problems You Cause.**

Andisa technical support effort required to repair actions taken by you (or by another person authorized to access your account) will be billed to your account as additional support for the current month at Andisa's then-current rate. Package discounts may apply.

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## ***Limitations***

Notwithstanding anything in this Service Level Agreement to the contrary, the maximum total credit for the monthly billing period, including all guaranties, shall not exceed 100% of your "The Server Cloud" fee for that billing period.

## ***Governing Law***

This agreement shall be governed by English Law and the Parties shall submit to the nonexclusive jurisdiction of the English Courts.