EGI Pay4Use VO

OPERATIONAL LEVEL AGREEMENT

Service provider	EGI Foundation
Component Provider	**100%IT**
User	**Terradue – NextGEOSS Pilots / vo.nextgeoss.eu**
First day of service delivery	16 April 2018
Last day of service delivery	15 June 2020
Status	Final
Agreement finalization date	6 August 2019
Agreement Link	https://documents.egi.eu/document/3426

DOCUMENT LOG

Issue	Date	Comment	Author
V1	16 Jul 2019	First draft sent to provider for review	Björn Backeberg Małgorzata Krakowian
V2	6 Aug 2019	Incorporated feedback from provider	Björn Backeberg
VFINAL	6 Aug 2019	Final version agreed with provider	Björn Backeberg

TERMINOLOGY

The EGI glossary of terms is available at: https://wiki.egi.eu/wiki/Glossary

For the purpose of this Agreement, the following terms and definitions apply. The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in RFC 2119.

Contents

The present Operational Level Agreement ("the Agreement') is made between **EGI Foundation (the Service Provider)** and **100%IT (the Component Provider)** to define the provision and support of the provided services as described hereafter. Representatives and contact information are defined in Section 6.

GEOSS (Global Earth Observation System of Systems) is a central part of GEO's Information System's mission. The NextGEOSS project, a European contribution to GEOSS, proposes to develop the next generation centralised hub for Earth Observation data, where the users can connect to access data and deploy EO-based applications. The concept revolves around providing the data and resources to the user communities, together with Cloud resources, seamlessly connected to provide an integrated ecosystem for supporting applications. A central component of NextGEOSS is the strong emphasis put on engaging the communities of providers and users and bridging the space in between.

The Customer is a consortium represented by **Terradue in the NextGEOSS project.**

This Agreement is valid from **16 April 2018** to **15 June 2020**, and defines the agreed upon resources to provide for 2 NextGEOSS Pilots, namely:

1. SATCEN "Detection Change" Pilot resources
2. NOA Pilot resources

The Agreement was discussed and approved by the EGI Foundation and the Component Provider **6 August 2019**.

The Agreement extends the Resource Center OLA[1] with the following information:

1 The Services

Possible allocation types:

- Pledged - Resources are exclusively reserved to the Community and the job will be executed immediately after submission.
- Opportunistic - Resources are not exclusively allocated, but subject to local availability.
- Time allocation - Resources are available in fair share-like mode for a fixed time period.

Possible payment mode offer:

- Sponsored - Model where the customer uses services that are funded, or co-funded by the European Commission or government grants.
- Pay-per-use - Model where a customer directly pays for the service used.

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[1] https://documents.egi.eu/document/31

The Services are defined by the properties summarised in the following table described in the below links:

- **Cloud Compute:** https://www.egi.eu/services/cloud-compute/
- **Cloud Container Compute:** https://www.egi.eu/services/cloud-container/
- **High-Throughput Compute:** https://www.egi.eu/services/high-throughput-compute/
- **Online Storage:** https://www.egi.eu/services/online-storage/
- **Archive storage:** https://www.egi.eu/services/archive-storage/

Compute		
Pilot	**SATCEN "Detection Change" Pilot**	**NOA Pilot**
Category:	Cloud Compute	Cloud Compute
Number of virtual CPU cores:	6^2	82
Total amount of Memory (GB):	40	238
Local disk (GB):	500	4,100
Public IP addresses:	3	1
Allocation type:	Pledged[3]	Pledged
Other technical requirements:	Not applicable	Not applicable
Payment mode offer:	Pay-for-use[4]	Pay-for-use
Duration:	16 April 2018 – 15 June 2020	19 June 2019 – 31 May 2020
Storage		

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[2] Resources are shared across multiple VMs. These are the total resources allocated to the project
[3] Resources are exclusively reserved to the Customer
[4] See service offer for specifications (e.g. pricing, administration)

Pilot	**SATCEN "Detection Change" Pilot**
Category:	Online Storage
Guaranteed storage capacity [TB]:	0.5
Standard interfaces supported:	Standard OpenStack interface, including GUI, CLI and API
Storage technology:	Ceph disk storage, spinning disk with SSD journal disks
Duration:	16 April 2018 – 15 June 2020
Payment ode offer:	Pay-for-use
Allocation type:	Pledged

Virtual Organisation		
Supported VOs:	vo.nextgeoss.eu	
VO ID card:	https://operations-portal.egi.eu/vo/view/voname/vo.nextgeoss.eu	
VO-wide list:	https://appdb.egi.eu/store/vo/vo.nextgeoss.eu	
Service Offer/Cost [€]		
Compute & Storage	€4,017.52	£12,300.00

The Services are supported by additional services:

● Accounting[5]
● Service Monitoring[6] (operational only)

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[5] http://accounting.egi.eu/

[6] http://argo.egi.eu/

Note: Please note that the following services are not provided by EGI Foundation:

- Monitoring of vo.nextgeoss.eu
- Monitoring of services provided by the Customer on agreed resources

2 Service hours and exceptions

IT services according to the service catalogue are in general delivered during 24 hours per day, 7 days per week (i.e. 365 days or 8,760 hours), to seamlessly support business operations. Planned and announced interruptions may reduce the effective operating time of a service.

The following exceptions apply:

- Planned maintenance windows or service interruptions ("scheduled downtimes"[5]) will be notified via email in a timely manner i.e. 24 hours before the start of the outage, to the Customer through the Broadcast Tool[7].
- The provider must provide justification for downtime periods exceeding 24 hours
- Human services are provided during support hours.

3 Support

Support is provided via EGI Service Desk[8]. Access requires a valid X.509 or the login via a EGI SSO account[9]. Support is available between:

- Monday to Friday.
- From 10:00 to 18.30 CET/CEST.

Service times always apply with the exception of public holidays in the country of the supporting Resource Centres.

3.1 Incident handling

Incidents will be handled according to the Quality of Support level that is estimated according to the impact of the outage or service quality degradation.

The Quality of Support in this Agreement has level: **Medium.**

The Quality of Support levels are defined as follows:

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[7] https://operations-portal.egi.eu/broadcast
[8] http://helpdesk.egi.eu/
[9] https://www.egi.eu/sso/

Medium level:

Incident priority	Response time	Comment
Less urgent	5 working days	wishes and enhancements that are "nice to have"
Urgent	1 working day	service degraded; workaround available
Very Urgent	1 working day	service degraded; no workaround available
Top priority	1 working day	service interrupted; needs to be addressed as soon as possible

Response time is provided as a service level target.

3.2 Service requests

In addition to resolving incidents, standard service requests (e.g. change requests, information requests, documentation) will be fulfilled through the defined support channels in the same way as incidents. Service requests are classified as "Less urgent".

4 Service level targets

Monthly Availability

- Defined as the ability of a service or service component to fulfil its intended function at a specific time or over a calendar month.
- Minimum (as a percentage per month): 90%

Monthly Reliability

- Defined as the ability of a service or service component to fulfil its intended function at a specific time or over a calendar month, excluding scheduled maintenance periods.
- Minimum (as a percentage per month): 95%

Quality of Support level

- Medium (Section 3)

5 Limitations and constraints

The provisioning of the service under the agreed service level targets is subject to the following limitations and constraints:

- Support is provided in the following language: English

- Downtimes caused due to upgrades for fixing critical security issues are not considered Agreement violations.
- Force Majeure. A party shall not be liable for any failure of, or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control. Means any
  - fire, flood, earthquake or natural phenomena
  - war, embargo, riot, civil disorder, rebellion, revolution
  which is beyond the Provider's control, or any other causes beyond the Provider's control
- Availability and Reliability calculations are based on the Service Monitoring operational results.
- Failures in VO monitoring are not considered as the Agreement violations.

6 Communication, reporting and escalation

6.1 General communication

The following contacts will be generally used for communications related to the service in the scope of this Agreement.

Provider contact	Alan Platt Alan.Platt@100percentit.com Chief Operating Officer Leonie Remington Leonie.Remington@100percentit.com Accounts
Provider technical contact	David Blundell support@100percentit.com Managing Director
EGI contact	Malgorzata Krakowian, EGI Foundation slm@mailman.egi.eu SLM manager
EGI technical contact	Mattew Viljoen, EGI Foundation operations@egi.eu Operations manager
Service Support contact	EGI Service Desk (See Section 3)

6.2 Regular reporting

The Component Provider will supply Performance reports together with their invoices to EGI Foundation (Section 9.2).

The Component Provider is committed to providing the following reports using predefined templates[10]:

Report title	Content	Frequency	Produced by	Delivery
Service Performance Report	The document provides an overall assessment of service performance (per month) and OLA target performance achieved during the reporting period based on values from EGI monitoring[11]	Annually, with 1 month notice, unless otherwise specified/requested by the customer.	Component Provider	Email to **EGI contact** together with invoice for period.
Agreement Violation	Agreement violation justification and a plan for service enhancement	Within 10 working days from the date of notification to/from the EGI Foundation about violation	Component Provider	Email to **EGI technical contact** together with invoice for period.

6.3 Violations

The Component Provider commits to inform the EGI Foundation, if the Agreement is violated or violation is anticipated. The following rules are agreed for communication in the event of the Agreement violation:

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[10] https://documents.egi.eu/document/3477

[11] http://argo.egi.eu/

- In case of service target violation, the Component Provider must provide justifications and a plan for service enhancement within 10 working days from the date of notification to/from the EGI Foundation.
  - In case of no or unsatisfactory justification and plan for improvement, EGI Foundation reserves the right to replace the Component Provider, in which the Component Provider forfeits future payments.
- In the case of repeated violations that jeopardizes the ability of the Customer to meet their goals, EGI Foundation reserves the right to replace the Component Provider and the Component Provider forfeits all outstanding payments (i.e. current and future).

6.4 Escalation and complaints

For complaints, the defined EGI Foundation contact point shall be used, and the following rules apply:

- Complaints should be directed to the EGI Foundation contact
- The Component Provider contact will be contacted in case of received complaints.

7 Information security and data protection

The following rules for information security and data protection apply:

- Assertion of absolute security in IT systems is impossible. The Component Provider is making every effort to maximize security level of users' data and minimize possible harm in the event of an incident.
- The Component Provider must define and abide by an information security and data protection policy related to the service being provided.
- This must meet all requirements of any relevant EGI policies or procedures[12] and also must be compliant with the relevant national legislation.

8 Responsibilities

8.1 Of the Component Provider

Additional responsibilities of the Component Provider are as follow:

- Adhere to all applicable operational and security policies and procedures[12] and to other policy documents referenced therein applicable to "Infrastructure" scope.
- Use communication channel defined in the agreement.
- Accept EGI monitoring services provided to measure fulfilment of agreed service level targets.
- Ensure the accuracy of the information in EGI Configuration Database GOCDB

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[12] https://www.egi.eu/about/policy/policies_procedures.html

- The Component Provider contact details (name, phone number, e-mail address) of a set of contact points for security, operational and administrative emergencies.
  - Components of the service are registered and in the EGI scope.
  - The services that are offered by the Component Provider must be specified.
- All services with information system or accounting capabilities, must have at least one local or remote endpoint to publish information:
  - Being provided into the site information system.
  - Being delivered to the EGI accounting infrastructure.
- Enable and support
  - The OPS VO and DTEAM VO.
  - At least one either national or global non-monitoring/troubleshooting user group (e.g. managed using an interoperable VO management service), which must be registered in the EGI Operations Portal.
    - The Component Provider is encouraged to support as many user groups as possible. Specific agreements between the Provider and individual user groups are covered in separate agreements.
- Enable
  - Operational service monitoring - provided centrally by EGI Foundation and (if deemed necessary by the Resource Infrastructure Provider) by the Resource Infrastructure Provider.
  - Central security monitoring - performed centrally by EGI Foundation.
  - Remote access via service APIs for troubleshooting and testing.
- Ensure
  - At least one system administrator reachable during working hours of supporting organization.
  - Sufficient computational and storage resources and network connectivity to support the proper operation of its services, as indicated by passing all relevant Monitoring Service tests.
  - The provisioning of services in itself not create any intellectual property rights in software, information and data provided to the services provided by the Component Provider, or in data generated by the services provided.
- Operate UMD-compliant Middleware supported by EGI Foundation– applicable for High Throughput Computing Platform.
  - The Component Provider is encouraged to stay abreast of updates in order to benefit from the latest improvements and features.

8.2 Of the EGI Foundation

The responsibilities of EGI Foundation are:

Collect requirements from the Component Provider and raise any issues deemed necessary by the

- Provider to the attention of EGI and to ensure that these issues are properly dealt with.
- Raise any issues deemed necessary to the attention of the Component Provider.

- Register the Component Provider and its administrators in GOCDB and in the available helpdesk facilities as applicable.
- Provide support by helping in the resolution of advanced and specialised operational problems that cannot be solved by the Component Provider.
  - If necessary, the EGI Foundation will propagate and follow-up problems with higher-level operational or development teams.
- Monitor progress of incident and problem records and to ensure that the Provider works on records opened against them.
- Respond to incident and problem records from the Component Provider in a timely manner.
- Provide the operational services defined in Resource infrastructure Provider OLA and ensure their interoperation with the EGI Foundation ones as applicable.
- Coordinate and support the deployment of UMD-compliant middleware by the Component Provider.
- Coordinate local operational security activities and provide operational security support.
- Support coordination with other Component Providers.
- Support coordination and conflict resolution with the User.

8.3 Of the User

All responsibilities of the User are listed in relevant VO SLA.

9 Finance and Administration

9.1 Service Offers

Component Provider is expected to adhere to the service offer and associated costs provided and agreed timescales, unless changes are otherwise agreed between both parties in writing (See Section 2).

9.2 Invoicing and Payment Schedule

The invoicing and payment schedule is defined in the Service Agreement[13] with the Component Provider.

Invoice details:

- Name: Yannick Legré, EGI Foundation Director
- Address: Science Park, 140 - 1098XG – Amsterdam, Netherlands
- VAT: NL8219.84.986.B.01
- Email: inkoop@egi.eu
- Date: [DD/MM/YYYY]

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[13] https://documents.egi.eu/document/3426

- Reference: NextGEOSS Pilots

10 Review, extensions and termination

This agreement is subject to review at least on an annual basis (from signature date) or at any time by written request by any party.

VIRTUAL SERVER/HOSTING ORDER FORM

100%IT

Company Name: EGI Foundation	

Invoice Address:

Science Park 140
1098XG Amsterdam
Netherlands

Daytime Contact Number: +31208932007	Contact Email Address: bjorn.backeberg@egi.eu yannick.legre@egi.eu

Company Reg. Number: 34380182	VAT No: NL 8219.84.986.B.01	Your Order Ref:

Requested Commencement Date: 19th June 2019	Contract Period: 12 months

Order Details:

1 x Master node VM type
2 CPUs, 8 GB RAM, 100 GB disk

8 x Slave node VM type
2 CPU cores, 8 GB RAM, 200 GB Disk

8 x GlusterFS VM type
8 CPU cores, 32 GB RAM, 300 GB Disk

 Total: £12300 for 12-month contract from commencement date.

These resources are made available to EGI within the framework of the NextGEOSS project and

they are supposed to be used by NextGEOSS user communities, not EGI

Notes:
All prices exclude VAT.

I/We agree to purchase the Services quoted above subject to the Terms and Conditions, Acceptable Use Policy and Virtual Server Services Agreement. I/We also agree to comply with the Microsoft End User License Terms if our VM contains Microsoft Software.

Customer representative (BLOCK LETTERS)

LEGRÉ YANNICK

Digitally signed by Yannick LEGRE
DN: cn=Yannick LEGRE, o=EGI.eu,
ou, email=yannick.legre@egi.eu,
c=NL
Date: 2019.06.20 13:11:58 +02'00'

Accepted by (BLOCK LETTERS)

LEONIE REMINGTON   25/6/19

ACCEPTABLE USE POLICY

To use 100 Percent IT products and Services, you must comply with our Acceptable Use Policy (AUP) at all times. The AUP applies to all 100 Percent IT products and Services. We reserve the right to change the AUP at any time and will always publish the latest version of the AUP on our website. You should check the AUP regularly as we may change it to take on board new issues that may arise. The most up-to-date version of the AUP will apply to your use of our Services, even if you have not read the updated version. It is your responsibility to ensure your compliance with the AUP. Please feel free to email any enquiry to us at abuse@100percentit.com.

Any breaches of this policy should be reported to abuse@100percentit.com. If you are reporting email or Usenet abuse then the entire posting, together with the full headers, should be included.

Please note that in the AUP, "we"/"us"/"our" denotes 100 Percent IT Ltd, registered office Wessex House, Oxford Road, Newbury, RG14 1PA, and "you"/"your" denotes you the Customer.

The AUP is intended to be a guide to 100 Percent IT's view of what constitutes "abuse" of the Internet and is not intended to be exhaustive. We therefore reserve the right to take any action, at our sole discretion, necessary to protect our reputation and goodwill.

All Services
As a general principle, you must not use our Services in any way that is unlawful or illegal or in any way that affects the enjoyment of other users of our Services.

- You must not use our Services :
- To transmit, publish, link to, make available or receive any material which is defamatory,
- offensive, abusive, obscene, racist, harmful, threatening or menacing.
- In a way that will be a breach of any person's rights, including a breach of confidence, copyright, privacy or any other rights.
- To post material that imposes liability on us for hosting that material.
- To knowingly or unknowingly cause to be transmitted Worms, Trojans or Viruses.

You must abide by the terms and conditions imposed by the operators of any networks that your traffic crosses over or Services that you use through our network.

We may, at our discretion, run manual or automatic systems to determine your compliance with the AUP (e.g. scanning for "open mail relays"). By accessing the Internet via 100 Percent IT's Services you are deemed to have granted permission for this limited intrusion into your network or machines.

You must not disclose your password to any of 100 Percent IT's systems or Services to any third party.

We reserve the right to take whatever measures we deem appropriate and proportionate to a breach of the AUP, up to and including suspending or terminating one or more of your 100 Percent IT accounts. All cases are considered on an individual basis. Following suspension of your account, you must send a formal letter to 100 Percent IT undertaking not to commit any future "abuse" before we consider reinstating the account.

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100 Percent IT does not allow credits or refunds for any outages resulting from a suspension or deletion of an account under this Policy. You are still required to meet the terms laid out in your contract, including any minimum contract period.

Internet Access
While connected to the Internet your system must meet applicable Internet Engineering Task Force standards. These can be found at ftp://ftp.ripe.net/mirrors/rfc/std/

You must not use your account to obtain unauthorised access to any computer or Service. You are responsible at all times for the use of your account – whether by you or by a third party. You must not send email or any other type of electronic message that has a forged address or which affects the performance or functionality of remote machines.

You may not use our Services to perform port scanning or probing, except with the explicit permission of the operators of the remote machines or networks targeted.

Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet. This includes, but is not limited to, ensuring that your network cannot be exploited as an Open Mail Relay, an Open Proxy Server or a Smurf Amplifier.

You must ensure that your system is not used for the sending of unsolicited bulk email or any other form of "abuse" whether it originates on your system or is from a third party. If you are running a web server on your own system you are solely responsible for the security and setup of that server. You are also responsible for all traffic that passes through your server.

Usenet / Mailing Lists / Email
Unsolicited Commercial Email (UCE) is advertising material sent and received by email without the recipient either requesting such information or otherwise explicitly expressing an interest in the material advertised. 100 Percent IT considers the sending of both commercial and non-commercial unsolicited bulk email to be unacceptable behaviour.

Any mailing lists run through 100 Percent IT's network must adhere to the "confirmed opt-in" principle. To make it simple to join lists it is common to offer an option to join by means of a checkbox on the same web page that collected an email address for another purpose. This checkbox should require an explicit action to add the address to the mailing list rather than having joining as the default setting. To prevent forged subscriptions, a confirmation of any request is required before adding the new email address. This is most easily achieved by sending an email to the requesting address and then making it a joining requirement that this special email is responded to. Further details on this can be found in the Best Current Practice document, available at: https://www.linx.net/good/bcp/mailinglist-bcp-v1_o.html

You must not use 100 Percent IT's Service for any of the following purposes:
- Initiating or propagating 'chain' or pyramid emails.
- Sending bulk or unsolicited emails.
- Using your 100 Percent IT account to receive responses from "abusive" mailing.
- To email a person after they have specifically asked you not to mail them.
- To subscribe a third party to a mailing list without their permission

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You must not send email or post articles with headers modified to disguise their true source. It is your responsibility to ensure that a real email address is present and obvious to a human. It is unacceptable to arrange for replies to the email to be sent to another user or machine unless their explicit permission has been granted.

You must not attempt Denial of Service attacks or mail bombing. This includes, but is not limited to, sending an excessive number of emails to the same host and sending viruses attached to an email.

You must not post articles which contravene the charter of the newsgroup to which the posts are made. This includes posting binary attachments to "non-binary" newsgroups and sending unsolicited posts of a commercial nature to any group. The only exception to the binary rule is to always allow the use of cryptographic signatures, such as PGP.

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TERMS AND CONDITIONS

100 Percent IT Limited have adopted a philosophy that assumes the honesty and good intent of customers. Services are provided in as unrestricted a manner as possible, to allow customers to have the richest Internet experience possible.

Please note that in this agreement, "we"/"us"/"our" denotes 100 Percent IT Ltd, registered office Wessex House, Oxford Road, Newbury, RG14 1PA, and "you"/"your" denotes you the Customer.

These Terms and Conditions must be read in conjunction with our Acceptable Use Policy (AUP), which may be subject to change from time to time. It is your responsibility to ensure that you comply with the latest edition of the AUP in force at any given time.

If you have any questions about any of our policies, please contact your Customer Support Manager or sales@100percentit.com. For cancellations please email cancellations@100percentit.com.

These Terms and Conditions may be revised, without notice, at any time, at the sole discretion of 100 Percent IT Limited. Completion of the relevant order form is deemed to be an agreement to our Terms and Conditions.

- 100 Percent IT reserve the right to suspend or terminate your account without notice or refund, levy additional charges, or block access to the relevant area of the Service if the Service has been misused. Refer to the AUP for definitions of misuse.
- In completing an application form, you agree to indemnify 100 Percent IT Limited against any claim, costs or liability incurred as a result of your use of the Service.
- Accounts and Services must not be used for any illegal act or purpose. If the Service is used for illegal purposes, 100 Percent IT Limited may be required to terminate the Service by United Kingdom agencies, or other relevant authorities. In these circumstances, you will not be entitled to any refund of fees. Such action will not remove the Customer's liability to pay any outstanding fees for the duration of the contract.
- You must notify 100 Percent IT Limited of any change of contact details. All contact details will remain confidential and 100 Percent IT Limited will not supply this information to third parties, other than when requested by a recognised legal authority.
- If you disagree with an invoice from us you must notify us in writing within 30 days of the invoice date, failing which you will be deemed to have agreed to its terms. You agree that you will in any event pay all undisputed amounts in accordance with this Contract.
- Liability for any loss of Service shall not exceed the proportionate amount of the subscription fee.
- 100 Percent IT Limited's total liability to you under this agreement, from all causes of action and under all theories of liability, will be limited to the payments actually received from you for the specific order(s) of products and / or Services from which the liability arises (where applicable), and in no event shall such total liability exceed the payments actually received from you under this agreement during the twelve (12) months prior to the date of the event giving rise to any liability.
- In no event will 100 Percent IT Limited be liable to you for any special, incidental, punitive or consequential damages (including, without limitation, lost profits, loss of use, loss of data or loss of goodwill), or the costs of procuring substitute products and / or Services, arising out of or in connection with this agreement or the use or performance of any products and / or

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Services provided by 100 Percent IT Limited hereunder, whether such liability arises from any claim based upon breach of contract, breach of warranty, tort (including negligence), product liability or otherwise. The parties have agreed that these limitations will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

- You will not, under any circumstances, re-sell, rent out or share use of the Service or any part thereof, to, or with, any other person, except where specifically agreed with 100 Percent IT Limited in writing.
- Payments are monthly, quarterly, or yearly in advance.
- Payments may be made by cash, cheque or bank transfer, the amount payable being set out on the order form.
- Service charges do not include any provision for customer telephone charges or hardware provision other than any Customer Premises Equipment (CPE) set out on the order form. It is your responsibility to ensure that you have the necessary means of connection to this CPE.
- 100 Percent IT Limited reserves the right, from time to time, and without obligation or liability of any kind, to: (a) change the products and / or Services offered; (b) add products and / or Services to or delete products and / or Services from 100 Percent IT's published price list; and (c) change or terminate the level or type of support that 100 Percent IT makes available. 100 Percent IT will provide at least twenty one (21) days' notice of any of the changes described in the foregoing clauses (a) through (c). Notice will be provided via 100 Percent IT's web site or renewal reminders. If and when they occur, changes in pricing will take immediate effect with the next contract renewal.
- These Terms and conditions are governed by Belgium law and the parties hereby submit to the exclusive jurisdiction of the Court of Brussels.

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VIRTUAL SERVER SERVICES AGREEMENT

This agreement is entered into by and between 100 Percent IT Limited of Wessex House, Oxford Road, Newbury, RG14 1PA("100 Percent IT") and "the Customer" meaning the individual or business who signs or on whose behalf the Order form is signed or the individual or business who submits an order by telephone, email, web browser or other means.

Please note that in this agreement, "we"/"us"/"our" denotes 100 Percent IT Ltd, registered office Wessex House, Oxford Road, Newbury, RG14 1PA, and "you"/"your" denotes you the Customer.

This agreement outlines the responsibilities, rights and obligations of 100 Percent IT and the Customer, and supersedes any and all previous agreements, whether oral or in writing.

Service Provision
- 100 Percent IT will supply and install (where applicable) all software as ordered by the customer onto the ordered Virtual Server (VS).
- 100 Percent IT shall use reasonable efforts to ensure the required and services are installed in line with the lead times and target dates agreed between us.
- After provisioning, 100 Percent IT shall connect the required system to the Internet without delay. The VS will be connected to the Internet at the speed specified on the order form. The VS connection may burst above the agreed rate if the Customer has requested this subject to payment for the additional bandwidth on a 95th percentile basis.

Usage
- The Customer agrees to ensure that the facility will not be used for any illegal activity, and indemnifies 100 Percent IT from any liability that may arise due to such usage. Such activity will be deemed to include the publishing of any material that is obscene, threatening, defamatory or which in any way infringes the Intellectual Property rights of another party. The Customer accepts that in the event of allegations of infringement of this clause, 100 Percent IT may without notice or liability suspend or interrupt the Customer's access to the Internet, or remove any specific material held on our systems on the Customer's behalf pending clarification of such allegations or suspicion. In the event that a third party makes direct representation to the Customer with regard to possible breach of this clause, the Customer will without delay notify 100 Percent IT of the nature and background of such representations so we may promptly carry out any actions required to mitigate any exposure or damages.
- The Customer accepts responsibility for all items published or transmitted from their VS. 100 Percent IT will only act as a distributor of the Customer's traffic and will not examine it in any way except for the purpose of efficiently routing it over the Internet and Local Area Network.
- The Customer accepts all responsibility for installing security patches, software updates and all maintenance on the VS operating system and other software installed on the VS. 100 Percent IT is not responsible for any software maintenance of the VS.
- The Customer shall ensure that all software is removed from their systems and is no longer used at the end of any licence term.
- 100 Percent IT does not warrant that software licenced to the Customer is suitable for the usage intended by the Customer; that it does not contain any bugs or defects or that it is in any way guaranteed to be compatible with other software running on the same server.

100 Percent IT Ltd, Wessex House, Oxford Road, Newbury, Berkshire, RG14 1PA
phone: 01635 881881   email: enquiries@100percentit.com   web: www.100percentit.com
Registered in England and Wales 3974231   VAT Registration Number 752590814

- The Customer is responsible for ensuring that all software running on the VS is fully licenced and complies with all regulations and authorities.
- If software is licenced on a counted basis such as 'per user/person/device', the Customer must inform 100 Percent IT within 5 working days of the end of each month how many licences they are using. If the Customer does not provide this information, the Customer agrees that 100 Percent IT can assume that the same numbers of licences are being used as on this order or the Customer's most recent report (whichever is most recent). The Customer agrees to pay for all licences used regardless of whether or how they are reported and accepts responsibility for any additional costs incurred through under-reporting the number of licenses used.

Confidentiality

100 Percent IT complies with GDPR. Your data will not be shared with any 3rd parties under any circumstances without your express consent. Please contact 100 Percent IT for our complete Privacy Policy.

100 Percent IT will use reasonable endeavours to ensure that Confidential Information (including but not limited to data, technical, financial, operational, commercial information) howsoever stored is not disclosed to any third party without your express consent. Likewise, the Customer will use all reasonable endeavours to ensure that Confidential information (including but not limited to technical, financial, operational, commercial, business ideas, customer information, product information) howsoever stored is not disclosed to any third party without express consent.

Liability

- 100 Percent IT will not be liable for any loss of revenue or profits, loss of business or other consequential damages.
- 100 Percent IT's liability to the Customer with regards to an individual service is restricted to the total value of any amounts paid by the Customer to 100 Percent IT in the previous 12-month period on that individual service.

Support

- 100 Percent IT will provide the Customer with access to a support telephone number. Support may also be contacted by email at support@100percentit.com Support cover is provided from 9AM to 5:00PM Monday to Friday excluding Public Holidays and Bank Holidays.

Termination

- This agreement covers all orders placed by the Customer with 100 Percent IT, whether placed before or after the date of this agreement. Contract length for all such orders is specified on the individual orders.
- The Customer may cancel or downgrade the Service according to the Cancellation Policy below and must give notice in writing and email cancellations@100percentit.com.
- 100 Percent IT reserve the right to terminate this Agreement and all Services covered by it immediately and without further notices should any properly delivered invoice remain unpaid for a period of thirty days beyond the due date whether demanded or not. Such action will not remove the Customer's liability to pay any outstanding fees for the duration of the contract.

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- In the event of termination of this Agreement, all IP addresses issued by 100 Percent IT to the Customer will remain the property of 100 Percent IT, and may not be transferred to another provider.

Force Majeure

- 100 Percent IT shall not be liable to the Customer for any breach of this agreement for failing to perform any obligation where such breach or failure was the result of any Act of God, insurrection or civil disorder, war or military operations, inclement weather, failure or shortage of power supplies, flood, drought, public disorder, lightning or fire, national or local emergency, acts or omissions of government, highway authority or other government authority, compliance with any statutory obligation, industrial disputes of any kind, the acts of omissions of other telecommunications operators or any cause beyond 100 Percent IT's reasonable control.

Jurisdiction

The Laws of Belgium will apply to this Agreement and any modifications of it and any dispute will be resolved by a resolution being sought amicably, then by mediation and then to the court of Brussels.

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VIRTUAL SERVER CANCELLATION POLICY

Virtual/hosted servers can be cancelled or downgraded after the expiry of any agreed minimum period. A minimum of 30 days' notice unless a different notice period is defined in the order form, cancellation is required in writing and to be sent to cancellations@100percentit.com. In the event that a Customer cancels or downgrades their Services mid-way through the minimum contract period, they will not be entitled to any refund for any remaining amounts and remain liable for any invoices yet to be generated that cover the reminder of the minimum contract period. For the avoidance of doubt, contracts move to a rolling monthly contract or as defined in each order form at the end of the minimum contract period unless cancelled by you.

Servers are automatically switched off at the end of a contract. Customers acknowledge that it is their responsibility to ensure that all data is removed from the server prior to the end of the contract. Servers that have been switched off will be permanently deleted 14 days after the end of the contract and all data stored on the systems will be lost. 100 Percent IT is not responsible for any data which remains on our systems after the expiry of a contract.

Any software that is used for any period, howsoever short during a calendar month will be billed for the entire month. No refunds will be given for any part month of software usage. SSL Certificates and other 'add-on' services will have their own minimum period and recurring minimum periods. If a Service is cancelled during the minimum period or renewal period, no refunds will be due for unused time during these periods.

Cancellations or Service downgrades must either be done through the online portal or in writing via the support ticketing system and notice emailed to cancellations@100percentit.com. Cancellations or Service downgrades requested via ticketing system are not confirmed until you have received a confirmation email.

Termination of a contract is without prejudice to all rights and responsibilities of either party incurred prior to the termination of the contract.

Distance selling regulations. The Customer acknowledges that all Services are bespoke and created to order for each Customer. If you are buying as a consumer (i.e., not within the course of your business), the Consumer Protection (Distance Selling) Regulations 2000 normally allow you to cancel the contract at any time within fourteen (14) working days, beginning on the day after you received the Acceptance Confirmation. By placing your order for the Services, you agree to us starting supply of those Services before the end of the seven working day cancellation period. As such, you will not have the right to cancel the contract under the Consumer Protection (Distance Selling) Regulations 2000.

Prices are liable to change at any time. Price changes that occur during a minimum contract period will only become effective at the end of that contract period. We will notify you at least 30 days before the price increase comes into effect. If you do not accept the price increase, you must cancel your Service(s) prior to their implementation. If you do not cancel the Service(s) you are deemed to have accepted the new prices.