



# Service Agreement

## Telenet Dynamic Cloud

Between

Customer details			
Company name			
Street	Number	Box	
Postal code	Locality	Country	
VAT	RLP locality		
Hereinafter referred to as the "Customer"			

and

Telenet details	
Telenet N.V.	
Registered office:	Liersesteenweg 4 , 2800 Mechelen
VAT BE 0473.416.418	RLP Mechelen
Hereinafter referred to as "Telenet"	

It is agreed as follows:

Telenet undertakes to provide the Customer with the Services as stipulated in the Contract.

The Customer acknowledges that it is aware of the terms of the Contract. The Contract comprises: the General Conditions; this Service Agreement and the service-specific provisions hereof, which supplement the General Conditions; and the schedules (Service Level Agreement, Order Form and Service Agreement Support), which form an integral part hereof.

Telenet and the Customer are also each referred to as a "Party", and together as the "Parties".

The General Conditions may also be consulted on Telenet's website: <http://business.telenet.be/nl/large>.

The Customer accepts the provisions of the Contract.

## 1 Description of Dynamic Cloud

Dynamic Cloud comprises the following Shared Hosting services:

- Dynamic Windows Server hosting;
- Dynamic Linux Server hosting.

Telenet Dynamic Cloud is an innovative and flexible online data center. A customer can build his virtual servers the way he wants them. You only pay for what you use from day to day.

## 2 Service-specific properties

### 2.1 Data center services

Telenet uses dedicated cages and rackspace in several data centers for the Dynamic Cloud servers:

- Data center address Zaventem: Wezembeekstraat 2, 1930 Zaventem, Belgium.
- Data center address Mechelen : Lierssesteenweg 4, 2800 Mechelen, Belgium.

Alternatively a third data center is used: Telenet, Antwerpse Steenweg 19, 9080 Lochristi, Belgium.

The data centers are equipped with:

- Duplicate power feeds
- UPS (universal power supply)
- Power generators (diesel)
- Air conditioning
- Temperature control
- Intrusion alarm systems
- Closed circuit TV systems
- Controlled entrances
- Fire detections
- Fire suppressions (gas)

### 2.2 Network services

#### 2.2.1 Internet access services

The three (3) data centers are interconnected through fully redundant fiber lines.

Telenet has implemented the BGP4 protocol for the IP space to ensure the “shortest route” is used to route traffic to users, even if one of the connections to the internet is not available.

Telenet has peering and transit agreements with several national and international internet providers.

#### 2.2.2 Bandwidth

Each virtual server has bandwidth with a bursting capacity up to 100 Mbit/s. This means that the speed (Mbit/s) is optimal, even when a high number of competing users are visiting the websites and web applications on the server.

There are 2 types of bandwidth:

- Based on data traffic
- Based on data traffic for a subnet

### Based on data traffic

Each server has a certain monthly volume of data traffic (per month depending on the server plan). The data traffic is measured starting at the first of each calendar month until the last day of the month and is the sum of all (up and down) network traffic that passes through the network card and with a correction factor of 0,95. This means the bandwidth is calculated with the 95 percentile method (discarding the top 5% of the samples) and per calendar month.

If the servers use additional data traffic above the allowed monthly data traffic, the Customer can:

- Extend its subscription with extra monthly data traffic.
- Choose to be billed per month, based on its effective usage.

### Based on data traffic for a subnet

You can also opt for a data traffic for a group of servers isolated in a dedicated subnet. Within the subnet the traffic of all servers is cumulated and measured on the firewall interface. The calculation method is the same as in paragraph "Based on a data traffic" for a server".

If the servers within the subnet use additional data traffic above the allowed monthly data traffic, the Customer can:

- Extend its subscription with extra monthly data traffic.
- Choose to be billed per month, based on its effective usage.

### 2.2.3 Network SLA

Telenet guarantees an availability of its network in the data center of 99,95 %, maintenance (as described in 4.2) and force majeure (as described in 4.4) excluded.

The availability is calculated every calendar month and uses the Telenet monitoring data. Telenet provides a monitoring page which can be accessed through the MyAccount interface. This monitoring includes the network availability as measured over time. To measure this availability, several checks are performed from and towards external locations.

### 2.2.4 IP addresses

One public IPv4 address is included with each Dynamic Cloud server.

The IP addresses are property of Telenet and may be changed for operational reasons. In case the allocated server IP address changes, the Customer must make or arrange the necessary changes to its websites and/or applications to accommodate such at its own expenses. Telenet advises not to use IP addresses in websites and applications, but instead to use hostnames. In case the allocated server IP address changes, Telenet will notify the customer at least fifteen (15) days in advance.

### 2.2.5 Domain names and name servers (DNS)

Domain names can be registered via our [hostbasket.com](https://hostbasket.com) website. Existing domain names can also be transferred to Telenet's Hosting and Cloud Services department. In both cases, the Customer remains owner of the domain names. The use of the primary and secondary name servers is included for each domain name which is registered via our [hostbasket.com](https://hostbasket.com) website or which is transferred to Telenet's Hosting and Cloud Services department. The use of these name servers is optional for domain names managed by another registrar.

For each domain name on [hostbasket.com](https://hostbasket.com) name servers, an unlimited number of sub domains and records (A, CNAME, MX) can be created and maintained using the web interface.



Domains that are registered at Telenet can be transferred to Telenet's Hosting and Cloud services department for full administrative management of the domain.

### 2.2.6 Firewall

Each Dynamic Cloud server is secured through a shared hardware firewall cluster. The most common used ports can be opened / closed using the MyAccount web-interface. The Customer is responsible for the configuration of these ports.

For all Dynamic Cloud servers the Customer can request to open or close other Firewall ports through a simple support intervention request. These interventions will be paid using Service Credits, as foreseen in the Intervention Topic List, part of the Service Agreement Support.

## 3 Spam, viruses and security

For maintenance or security purposes, it may be necessary for Telenet to log in to the Customer's account. If Telenet does so, all data found in the Customers' account will be treated as strictly confidential. Data will never be copied from the Customer's account, except for a backup. Telenet will take all reasonable measures to protect the data on the Dynamic Cloud servers.

Telenet cannot be held accountable for any hack, virus or worm that might have been installed on a Customer's server due to usage of unprotected software. Common entry points for hackers are: unpatched software, software that is badly configured (like anonymous FTP access, open STMP relay server, Open DNS set-ups) and bad coding (like SQL injection). All actions performed as a result of a compromised server will be charged to the Customer.

### 3.1 Compromised accounts

Despite all security measures, servers or applications may be hacked. Telenet will do its best efforts to make sure that the Dynamic server availability is maximal even when the server or a service on this server is hacked. A hacked server is a server of which the security is compromised. A hacked server may transmit unauthorized data such as an udp flood, tcp flood, icmp flood, spam, ... In case a server is hacked, Telenet can use any means necessary to ensure the safety and stability of its network. This can be done by isolating, limit bandwidth or powering off the affected services or server(s).

All the costs (excessive usage of bandwidth or data traffic, security audit, reinstallation of the server, ...) resulting from the hacking of the server will be charged to the Customer.

### 3.2 Viruses

Telenet reserves the right to take all actions necessary if a virus or worm is detected on a Dynamic Cloud server, to prevent any harm being done to the network, its components, other servers, customers or visitors of websites.

### 3.3 Spam

Telenet will act upon every spam (unsolicited e-mail) complaint received. Telenet reserves the right to take any action necessary to prevent further sending of spam. If Telenet is charged by third parties, these charges will be invoiced to the Customer from whom the spam originated. Telenet does not allow servers to be configured as open DNS resolvers. If such set-up is detected, the Customer will be notified, and given one (1) month to update the OpenDNS set-up. If at any time, the OpenDNS leak is abused, by the Customer or third party, Telenet will quarantine the server and notify the Customer accordingly.



All outgoing e-mail sent from the Telenet servers is checked for spam. Suspected spam e-mails will be dropped and the number of e-mails that can be sent from an account will be limited (throttling). Every server or configuration using the Shared DDC subnet is required to use the Telenet Anti-Spam filters (Ironports) to channel their SMTP relay.

### **3.4 Abuse**

The customer hereby agrees not to install any material on the Dynamic Cloud servers which violates the copyright/trademark/patent right and not to post any content that contains any form of violence, pornography, illegal MP3s, computer viruses, discrimination of any kind against any other third party. Any costs arising from a breach of these conditions shall be at the expense of the Customer only.

Telenet has the right to remove any forbidden material from the web pages of the Customer without prior notice. Under no circumstances Telenet will allow any illegal use of its Dynamic Cloud by third parties and the Customer will be held liable for such use. Only the Customer is allowed to access his account. Telenet doesn't host warez, mp3 and adult sites.

These conditions irrevocably form part of the Dynamic Cloud Agreement. Customers may not participate in any form of unsolicited bulk e-mailing or spam. In case of any breach of the present article the Customer's account shall be removed and the Customer shall be held liable to pay Telenet a fine of € 2 500,- exclusive of any judicial costs or other damage that Telenet would be entitled to claim.

## **4 Availability**

### **4.1 SLA**

Telenet shall make every reasonable effort to maximize the availability of its Dynamic cloud infrastructure. Telenet guarantees 99,9 % availability of this infrastructure, maintenance (as described in 4.2) and force majeure (as described in 4.4) excluded, as well as any downtime caused by customer actions. The availability is measured every calendar month.

### **4.2 Maintenance**

Planned maintenances are scheduled on each first Tuesday of the month from 20.00 h until 1.00 h (except Belgian bank holidays). Planned maintenance will always be announced at least five (5) business days in advance.

Emergency maintenance can be conducted at any time when Telenet deems the scope of the maintenance urgent enough to warrant immediate action. For all emergency maintenances, Telenet will communicate the activities on a best efforts basis.

### **4.3 Support**

All support activities and SLAs are described in the Service Agreement Support.

The availability and compensations (if relevant) are depending on the level of Service Support Agreement the Customer has signed (Bronze, Silver, Gold).

### **4.4 Force majeure**

Events beyond Telenet's reasonable control that cause a delay or failure in the performance of Telenet's obligations under this Service Agreement, including, without limitation, labor disturbances, internet system unavailability of components not controlled by Telenet, virus attacks, unavailability of or interruption or delay



in telecommunications or third party services, or hackers, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed.

## 5 Back-up service

Depending on the chosen Dynamic server options, a backup is taken on a daily basis. The backups are scheduled each night. Backups are stored on a storage system. A backup will be taken of each file which, at the time of backup, is not locked or in use by another process. Each version of each file is stored as long as the file is present on the server and after that for a period of four (4) days.

### 5.1 Restore request

Any partial or full restore can be requested by the Customer by creating a Support Ticket on the MyAccount website. This restore will be paid using Service Credits, as foreseen in the Intervention Topic List, part of the Service Agreement Support.

## 6 Monitoring services

The Dynamic Cloud infrastructure and servers are monitored 24 hours a day, 7 days a week and 365 days a year using monitoring software.

For infrastructure monitoring, Telenet engineers are notified immediately in case one or more components do not answer correctly to the monitoring requests.

For monitoring on Dynamic server level, alerts can be sent to the Customer using mail or SMS. The notifications can be defined in the MyAccount pages. The set-up and maintenance of these Dynamic server notifications are the responsibility of the Customer. If the alert requires the intervention of Telenet staff, the Customer can create a Support Ticket requesting so.

## 7 Control panel

### 7.1 MyAccount

Telenet provides a web based account and server management tools on <https://myaccount.hostbasket.com>.

The control panels are designed to give the Customer control over its account and many services such as adding, removing and editing user details, switching plans and configuring websites. The Customer can use the control panels to perform most of the routine account and server management tasks.

Online help is available within the control panels.

### 7.2 Remote access

Dynamic Cloud servers can be reached using RDP or Remote Server access tools. Optionally, the Customer can add a VPN connection to his Dynamic Cloud server, this is highly recommended by Telenet in order to increase the security while working with the Telenet Dynamic Cloud servers.

Please note that many tasks on Dynamic Cloud server can also be performed using the MyAccount website.



### 7.3 Physical access

Physical access to a Dynamic Cloud server is not allowed, because the data center is highly secured and only qualified Telenet personnel or authorized suppliers are granted access. Interventions that require physical access (very rare) are executed by Telenet or its authorized suppliers.

## 8 Product lifecycle

### 8.1 Supported operating systems

Telenet supports the following operating systems on the Dynamic Cloud servers:

- Windows OS
- RedHat Enterprise OS
- Debian OS

### 8.2 Lifecycle

When new versions of Operating Systems are released by the vendor, Telenet will investigate the possibility to provide these versions on the Dynamic Cloud environment.

Telenet supports the different operating systems as long as they are officially supported by the software vendors. Telenet will notify the Customer at least three (3) months in advance if an operating system will no longer be supported. Once an operating system version is no longer supported, Telenet cannot guarantee a correct support and availability of this system.

## 9 Data retention

### 9.1 In case of contractual agreements

At the end of the contract period, and the customer does not want to extend the existing service, Telenet will terminate the Services of the Customer. This means that the Services become unavailable. After fourteen (14) days, Telenet will also delete the data in the account of the Customer.

In order to restore data for a terminated account, within the first fourteen (14) days of the Services termination, the Customer will have to create a Support Ticket as soon as possible. Support Tickets may take up to two (2) business days to be processed. The price for this intervention will be communicated upfront by Telenet. After Telenet receives the payment for the intervention, it will be executed.

After the fourteen (14) day retention period, Telenet cannot guarantee the availability of any data. In case the customer has selected an additional backup option, the data will be kept longer in accordance to the foreseen options.

If the customer removes one of multiple servers out of his Dynamic Cloud, the back-ups are retained for the time that is selected in the back-up options.

### 9.2 In case of usage based Dynamic servers (without contract)

The data is available for four (4) days if the server was configured with a backup option. In case the customer has selected an additional backup option, the data will be kept longer in accordance to the options as foreseen.



## 10 Limited liability

Except in the case of death or physical injury, the amount of compensation and interests which is due by Telenet to the Customer is in any case limited to an aggregate amount of one (1) monthly fee per event or series of related events, with a maximum amount of twelve (12) monthly fees in respect of all events arising in a year.

All third party software, as this is sub-licensed via Telenet, can be subject to price changes of the software vendor. These changes shall result in price changes towards the Customer. Telenet can update these prices one (1) time per year, and will notify the Customer of this at least one (1) month in advance.

The Contract has been drawn up in two original copies in Mechelen, on .. / .. / .. .., whereby each Party acknowledges having received its copy.

On behalf of the Customer
Date of Signature:
Name:
Function:
Signature:

On behalf of Telenet
Date of signature:
Name:
Function:
Signature: