

Managed Service Terms

The General Terms & Conditions apply to the Managed Services in addition to these Managed Services Terms.

Unless detailed in clause 1 in these Managed Service Terms, any words with capital letters are as defined in the General Terms & Conditions.

1 DEFINITIONS

1.1 In-Scope Services, as defined in clause 2.1.

1.2 Managed Service Package means the managed service package You have agreed to purchase as per the Service Schedule.

1.3 Managed Services means the In-Scope Services.

1.4 Subject to clause 1.5, the “Minimum Term” for the Managed Services is as detailed in the Service Schedule or as otherwise agreed to be the start date between the parties. Unless otherwise agreed, the Managed Services shall continue for subsequent 12 month periods (“Subsequent Term”), with 90 days notice to terminate required by You or Us, such notice not to take effect until the end of the Minimum Term or the Subsequent Term.

1.5 Where You are signing up to associated Services or Relevant Product Terms with Us during a Minimum Term or Subsequent Term of the Managed Services, the Minimum Term or the Subsequent Term in these Managed Services Terms shall be extended by the amount of time required to bring the term of these Managed Services into line with the Minimum Term or Subsequent Term for the Relevant Product in relation to which the Managed Services are being provided. You shall be billed on a pro-rata basis for any extension of the Minimum Term or Subsequent Term. The Minimum Term or Subsequent Term shall thereafter be calculated on the same basis of the Minimum Term for the said Services or Relevant Product.

2 MANAGED SERVICES

2.1 The Managed Services are as detailed in the Service Schedule and what is covered is described in the “What’s In?” Section of the Managed Services Package You have purchased (the “In-Scope Services”). Any service which is not an In-Scope Service is chargeable in line with Our rates in force at the time. We will let You know as soon as possible if services You request are not In-Scope Services.

2.2 The level of support and maintenance will depend upon the relevant Managed Service Package You agree to purchase as detailed in the Service Schedule.

2.3 You may request an upgrade to another Managed Service Package during the Minimum Term or Subsequent Term. Downgrading to another Managed Service Package is not permitted unless We decide otherwise at Our complete discretion (if You’ve upgraded then going back to Your previous package is a downgrade).

2.4 We reserve the right to make changes to what constitutes In-Scope Services during the term of the Contract provided that such changes do not constitute a material deviation to the Managed Services Package You signed up to.

2.5 We shall give You 1 month notice of any such changes and if You do not accept those changes, You may give Us 1 month notice to terminate the Managed Services within 3 weeks of Our notice to You under clause 2.4.

3 YOUR RESPONSIBILITIES UNDER MANAGED TERMS

3.1 Without prejudice to clause 6 in the General Terms & Conditions, Your Responsibilities in relation to the Managed Services will include:

- 3.1.1 Upgrading Server Resource(s) as advised by Us from time to time
- 3.1.2 Managing and maintaining access to Server(s) hosted by Third Parties for You
- 3.1.3 Provide Remote Access as requested by Us from time to time
- 3.1.4 Ensuring Your Code does not adversely affect the Server(s) or Services
- 3.1.5 Not to allow access to the Service(s) by Third Parties for Maintenance or Support unless otherwise agreed by Us.

4 THIRD PARTIES

4.1 During the provision of the Services, the need for services, software, products or applications to support or complement the provision of the Services may be required by third parties (e.g. code management, security audit) including those as detailed in the Service Schedule ("Third Party Services").

4.2 We shall on behalf of and with the full authority of Yours (which You hereby give), arrange for providers of Third Party Services to carry out any such Third Party Services for You PROVIDED THAT:

4.2.1 We are in no way liable for the acts or omissions of providers of the Third Party Services

4.2.2 the providers of the Third Party Services and You are entering into a separate contract for which We are not responsible or liable and in relation to which You must seek its own independent legal advice.

4.3 Notwithstanding the foregoing provisions of this clause 4, We shall, if You require (and We agree), act as the main point of liaison between You and the provider of the Third Party Services.

4.4 Part of Our role is to help You manage Your third party software applications where We agree. We are not a replacement for any warranty cover You have in place in relation to those third party software applications. If We agree, We will liaise with and be the main point of contact of Your warranty providers/ manufacturers as the case may be.

4.5 We may also use Third Party Services to complement Our Services and where We use those Third Party Services We are not liable for acts or omissions of those Third Party Services. Such Third Party Services may include those as detailed in the Service Schedule or on Our Web-Site from time to time.

5 PRICE AND PAYMENT OF MANAGED SERVICES

5.1 The price of the Managed Services Package You have purchased shall be as detailed, and shall be paid as detailed, in the Service Schedule.

6 CHANGES TO MANAGED SERVICES

6.1 Managed Services may be supplemented to from time to time by Service Schedules setting out specific details of such services requested by the You once agreed by Us on the terms of these Conditions.

7 TERMINATION

7.1 Subject to receipt of all Fees owing pursuant to clause 11.1 of the General Terms & Conditions, We shall handover any confidential or proprietary information including Your connection details.

7.2 We strongly advise that You update Your security information, such as passwords, IP whitelisting, user accounts, ssh keys and similar, on termination of the Managed Services.

7.3 You are responsible for removing all access for Scholar Web Services to Your Services and Your Software, including user accounts, ssh keys, whitelisted IP's and similar.

Specific Plan Terms

Specific Managed Service Plan Terms are also applicable to your service:

Managed Base

Managed Plus

Managed Ultimate

Managed Colocation