

**DEDICATED SERVER SERVICES – SERVICES SCHEDULE**  
**Schedule 4**

**1. THIS SCHEDULE - INTERPRETATION**

- 1.1 The terms of this Dedicated Server Services – Schedule of Services (“Schedule 4”) apply together with, in addition to and form part of the Master Services Agreement.
- 1.2 This Schedule 4 relates to the provision, receipt and use of the Dedicated Server Services.
- 1.3 The terms and expressions used in this Schedule 4 have the same meanings given to them in clause 37 of the Terms & Conditions of the Master Services Agreement.
- 1.4 Unless otherwise specified, a reference contained in this Schedule 4 to a clause will be a reference to a clause in this Schedule 4.

**2. DEDICATED SERVER SERVICES**

- 2.1 If specified in an accepted Service Order Form, the Company will provide Dedicated Server Services to the Customer in accordance with the terms and conditions of this Agreement.
- 2.2 The Dedicated Server Services will consist of the provision of dedicated servers, forming part of the Company’s Equipment, which:-
  - (a) are not shared by more than one of the Company’s customers; and
  - (b) are remotely managed by the Customer.

**3. CUSTOMER’S OBLIGATIONS**

- 3.1 The Customer:-
  - (a) must use, and ensure that the Customer’s Representatives use, the Dedicated Server Services in accordance with this Agreement;
  - (b) must monitor the use of the Dedicated Server Services by the Customer’s Representatives, including by monitoring the record logs regarding usage, to ensure that there is no memory overload caused by the Customer’s Representatives, among other things;
  - (c) is responsible for the Customer’s Data and all other information and data of any kind transmitted through and stored in the Company’s Equipment at all times;
  - (d) is responsible for its own content development and for all aspects of any relationship that the Customer may have with any content developers;
  - (e) must provide the Company with full access to the Company’s Equipment

forming part of the Dedicated Server Services at all times, including providing any passwords which may inhibit such access, to enable to the Company to properly maintain the relevant Equipment; and

- (f) grants to the Company a limited non-exclusive licence to copy, store, upload, display and distribute the Customer’s Data and all other information and data on the Company’s Equipment in relation to the Dedicated Server Services to enable the Company to effectively and efficiently provide the Dedicated Server Services, for example, where necessary for the Company to transfer the Customer’s Data to new hardware or provide other support requirements.

**4. COMPANY’S EQUIPMENT ETC**

- 4.1 Where the Dedicated Server Services include the provision of the Company’s Equipment, and/or any associated software, to the Customer, the Company provides same by way of a licence to the Customer.

**5. BACKUPS**

- 5.1 The Company may perform daily backups on all of its own Equipment for its own purposes. The Company will not perform backups on the Customer’s Equipment. It is the Customer’s responsibility to arrange or perform its own backups on its own Equipment.
- 5.2 The Company will not restore files which the Customer’s Representatives or any other person has deleted or modified and the Company is not responsible for lost data, time, income or any other resource due to faulty backups or no backups being carried out.

**6. PROGRAMS**

- 6.1 The Company prohibits programs which run continuously in the background, any chat or topsite programs, IRC or IRC bots, and Bit Torrent and other peer-to-peer programs/servers, on any of its Equipment. This is to minimise the use of resources and operational maintenance requirements.

**7. SERVICE LEVELS**

- 7.1 The only Service Levels that apply to the provision of Dedicated Server Services is a hardware replacement service level, as set out in the table below and clause 15 of the Terms & Conditions apply.

SERVICE	PARAMETERS	SERVICE LEVEL REBATE
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<p><b>Dedicated Servers</b></p>	<p>4 hour replacement guarantee</p>	<p>Subject to Permitted Down Times and clause 16 of the Terms and Conditions, where any hardware forming part of the Company's Equipment which is supplied to the Customer as part of the Dedicated Server Services ceases operating due to a fault in the Company's Equipment, the Company agrees to replace the faulty hardware within 4 hours of diagnosing the fault.</p> <p>If the Service Level set out above is not achieved, the Company will provide a Service Rebate equal to 2% of the Agreed Fees applicable to the relevant Supply for each 30 minute period after the 4 hour service level period has expired up to 50% of the total monthly fee for that Supply only.</p>
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