



## **Supplementary Terms & Conditions Relating to Virtual Private Server (VPS)**

*The following should be read in conjunction with our Client Engagement Standard Terms and Conditions and our Hosting Terms and Conditions.*

### **1. Definitions**

The terms “we”, “our” or “us” shall refer to Brian Watson & Co. and any associated group companies and “you”, “your” or “customer” shall be deemed as the person/company or representative accepting these Terms and Conditions. These terms constitute a binding and enforceable legal contract between us and you.

### **2. VPS**

The VPS is a Virtual Environment with full administration rights. It requires sound knowledge of administering server systems.

The service allows you to operate a single virtual server, with performance characteristics that depend on the server model chosen by you from our range of models.

Each server forms a standalone system with its own management and configuration, and is operated independently of your other platforms.

### **3. Our Obligations**

We provide the hardware necessary to run the service. This will be serviced, maintained and upgraded by us.

We shall make available processors (Cores), memory (RAM), disk storage space (VHD) and Bandwidth. These resources will be managed by us to ensure no server is oversubscribed (there will never be more resources allocated than there are available).

We shall configure your VPS with the resources you have subscribed to which you may upgrade at any time.

We shall install an operating system of your choice together with any additional software you request. Any additional software installed will be subject to the manufactures licencing conditions.

We will grant you full administrative privileges to the VPS. Unless you request us to undertake additional work or an emergency arises, we shall not log into the VPS again.

### **4. Your Obligations**

As a server administrator, you are responsible for securing the server against unwanted attacks and manipulation by third parties.



Unless you contract us to supply additional support, you alone are responsible for updating the operating systems and application software installed on the server at your own cost and risk.

You are responsible for installing reliable security software and keeping it updated to prevent hackers from abusing insufficiently secured or “open” networks.

You agree to configure your programs to automatically restart when the hardware or operating system restarts.

## **5. Our Rights**

### **Access rights**

Access to the server is limited to you and the persons you have authorised. We have no regular access to the content of your virtual server. In particular, we have no administrative access to your virtual server, other than via the Hyper-V Manager.

In order to resolve technical incidents, we will remotely access the physical servers on which the server is located and if this grants access to your content, we will advise you accordingly and shall only perform the work that is required to resolve the incident.

### **Access and Cancellation Rights**

From time to time, it is necessary to temporarily interrupt service because VPS forms part of a complex hardware platform that manages all of the servers that share the infrastructure. We reserve the right partially or completely interrupt provision of the service in the case of:

- Excessive consumption of resources;
- Other disruptions that can be traced to you that are observed to be impairing the performance of the platform on which the resource is located-infringing on the rights of third parties that share the infrastructure.

Should this arise we shall notify you at the earliest opportunity so that you can resolve the issue in question. During this time, we will temporarily suspend provision of some or all service. Should the problem occur again after the service is restored, we reserve the right to cancel your server service without notice.

## **6. Fees**

The contractual fee for VPS consists of a monthly basic fee that depends on the selected virtual server specification. Currently this is:

- £40 per month for Windows 2019 Standard (other Operating System available)
- £5 per core per month – we can supply up to 32 cores
- £2 per GB RAM per month – we can supply up to 128GB
- £1 per 5GB storage per month - all disks are high-speed Solid-State Drives (SSD) in multiple disk arrays. Your VHD is to all intents and purposes a file within this drive array. – each VHD is limited to 3TB, if you need more than that we would put you onto your own Storage Area Network (SAN) of almost limitless size.
- £1 per external IP address per month – internal IP's are at no cost