

Supplementary terms for the supply of Subscription Services

The Services set out in these Supplementary Terms shall be supplied by the Company to the Client on the terms and conditions set out in the Company's General Terms and Conditions and these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Domain Name' means a unique name that identifies a website or other services that communicate via the Public Internet.
- 1.2 'End User' means a user of the Subscription Services.
- 1.3 'Hosted Services' means a subset of the Subscription Services which are hosted directly on the Vendor's hosting platform.
- 1.4 'Microsoft' means Microsoft Corporation, a vendor of subscription-based services.
- 1.5 'Network' means the Vendor's network infrastructure which is used to deliver the Subscription Services.
- 1.6 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.7 'Registrar' means an organisation which manages the assignation and reservation of Domain Names.
- 1.8 'Service Component' means a component of the Services.
- 1.9 'Service Desk Operational Hours' means 8.00am to 6.00pm Monday to Friday, excluding bank and public holidays.
- 1.10 'Service Request' means the Client's report of an Incident or request for assistance.
- 1.11 'Subscription' means a subscription to a single licence to use the Subscription Services.
- 1.12 'Subscription Services' means services and / or Software that is provided on a subscription basis.
- 1.13 'Third Party Vendor' means a vendor (other than Microsoft) of subscription-based services.
- 1.14 'Vendor' means Microsoft and / or Third Party Vendor and / or a Registrar.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on the Commencement Date and shall run for the Minimum Term as set out in the Order and thereafter for Additional Terms of one year's duration until terminated by either party.
- 2.2 The Company shall not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to charges and any other changes to the terms of this Agreement. In the event that:
 - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or any Additional Term; or
 - 2.2.2 The Client notifies the Company of acceptance of changes, the Agreement shall continue in force for the duration of an Additional Term; or
 - 2.2.3 The Client fails to notify the Company of acceptance of changes and fails to serve notice to terminate, such failures to notify the Company shall imply that the changes have been accepted and the Agreement shall continue in force for the duration of an Additional Term.