FUSE:CS

Microsoft Partner

Hosting Services Terms

Updated: July 2025

FUSE CS LTD. HOSTING SERVICES TERMS

The following definitions in this paragraph apply in this Hosting Services Terms (in addition to the definitions in the Master Services Agreement):

Acceptable Usage Policy	the policy set out in paragraphs 14 to 20 of these Hosting Services Terms;
Availability	means, in the context of these Hosting Services Terms, the Resources being in a state of readiness for use by the Client; and **"Unavailability"** shall be construed accordingly; Calculated as 1 - (Total Unavailability/Total Availability) x 100%
Client Software	means software that is installed on an End User's device that allows the device to access or use the software;
End User	means an individual or legal entity that obtains software directly from Client, or indirectly through a third party software reseller;
Hosting Fees	the Fees payable for the Hosting Services, which shall exclude any third-party or licensing fees, and as specified in the Statement of Work;
Exceptions	for the purpose of the Hosting Services, has the meaning attributed to it in paragraph 13;
Memory Provisioned	the amount of physical memory (RAM) that will be available without contention to a virtual machine, as provisioned from time to time;
Monitor Sets	the counters and thresholds that indicate that an Operating System on a Virtual Server is in an operational state. The Monitor Sets are monitored by the Monitoring System. The Monitor Sets will follow the operating system vendor/manufacturer's best practice and may be changed from time to time at the request of either Supplier or the Client if it is felt that the change will provide a better indication of the operational state of the Virtual Server provided that the change is within the capability of the Monitoring System;

Monitoring System	the system or systems that are deployed by the Supplier to monitor the Monitor Sets, as varied by the Supplier from time to time;
Network	the modems, leased circuits and other telecommunications hardware and software included in the Client System;
Operating Systems	the programs that run on the Virtual Server or Platform that manage the hardware resources for the efficient execution of various application software;
Physical Host	a physical server loaded with software so as to enable multiple discrete Virtual Machines to operate within a Supplier Site;
Planned Maintenance	has the meaning attributed to it in paragraph 4 of these Terms;
Platform	the infrastructure, including but not limited to physical servers, software, hardware, data storage, networking and security necessary to execute and manage the Virtual Server or server Operating Systems;
Primary Site	the site at which the Client's Resources are hosted;
Public Cloud	means the computing services offered by third-party providers over the public internet, making them available to anyone who wants to use or purchase them;
Resources	the memory, CPU, disk capacity, ports and IOPs at the Primary Site allocated by the Supplier to the Client to provide the Hosting Services as detailed on the Statement of Work;
Secondary Site(s)	the site at which the Client's Resources are replicated;
Service Level	in relation to the Hosting Services, means the Supplier's target minimum performance level for the provision of the Hosting Services, as set out in these Terms;
Service Metric	a measure of a property of the Hosting Services;
Service Provider Licenced Programs	the software required for the operating systems and applications that are sub-licensed to the Client by the Supplier for a monthly subscription fee as part of the Hosting Services as set out on the Statement of Work;

Sites	the Primary and Secondary Sites;
Support SLA	the service level arrangements for the provision of technical support by the Supplier to the Client, as set out in paragraph 12.1.
Supplier Sites(s)	the Tier 3 party data centre(s) nominated by the supplier from time to time, at which the Platform will be located:
Third Party Licensed Programs, and/or Third Party Software	the software programs which are sub-licensed by a Third-Party Provider to the Client for use on the Virtual Server including all documentation relating thereto and any modifications enhancements adaptations or other alterations that may be made to such programs;
Virtual Machine	a discrete operating system environment running an independent operating system with or without applications hosted on a Physical Host;
Virtual Server	a server that shares hardware and software resources with other operating systems (OS);

1. Hosting Service

The Hosting Service provides Infrastructure as a Service (IAAS) and is the hosting by the Supplier of computational resources, complemented by storage and networking capabilities, and offered to clients in a virtualised environment. The computational resources are spread across a range of hardware and networks, and may be distributed across various Supplier Sites. Clients will have access to the virtualised component environment.

2. Client Obligations and Warranties

2.1. In addition to its other obligations under the Agreement, the Client warrants that, throughout the Term it will:

2.1.1. use the Platform and Network in accordance with the Acceptable Usage Policy (AUP) and any other reasonable security and operating policies laid down by the Supplier from time to time;

2.1.2. use the Services in compliance with any applicable EULA or Third Party Licensed Programs ;

2.1.3. use reasonable security precautions in connection with its use of the Hosting Services;

2.1.4. maintain the security of any login details which it uses to access the Resources on the Platform;

2.1.5. notify the Supplier in the event of any breach of security or unauthorised use of the Resources;

2.1.6.   ensure the maximum number of End Users that it authorises to access and use the Hosting Services and the Service Provider Licensed Programs shall not exceed the number of User Subscriptions it has purchased as part of the Hosting Services from time to time;

2.1.7.   be solely responsible for procuring and maintaining its network connections and telecommunications links from the Client System to the Supplier Sites, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;

2.1.8.   be solely responsible for the management of the Operating Systems and use reasonable skill and care to ensure that the Operating Systems are kept updated in accordance with the manufacturer's best practice recommendations and the Client shall indemnify the Supplier from any actions arising from its failure to comply with this sub-clause 2.1.8.

2.1.9.   not allow unfiltered email to enter the Platform. The Client may utilise its own filtering system or can request email filtering to be provided by the Supplier.

2.1.10.   The Client may use the Third Party Software for its internal use, so long as the Client reports such use including that of its group and affiliate companies in its monthly report and pays for this use. Where possible, the Client shall provide visibility of any increase or decrease of license usage within 10 days of such change occurring.

2.1.11.   During the Term of these Hosting Services and for two years after the later of either (i) the termination of these Hosting Services, or (ii) the date of issuance of final payment in connection with these Hosting Services between Supplier and Client, the Client shall maintain any books, documents, records, papers, or other materials of the Client related to the provision of software under these Hosting Services, including any anti-corruption training materials and training completion records (the "**Relevant Records**"). During the same period, Supplier or its audit-related agents shall have access to the Relevant Records and Client's operations, processes and facilities for the purpose of verifying Client's compliance with these Hosting Services. Supplier will provide Client with at least thirty days written notice of Supplier's intent to exercise its rights under this sub paragraph 2.1.11. The Relevant Records and, if requested, relevant employees, shall be made available to Supplier or its audit-related agents during normal business hours at the Client's office or place of business

2.1.12.   In addition to the Relevant Records under paragraph 2.1.11 , Client must promptly provide Supplier with any information it reasonably requests in furtherance of the verification of licensing compliance, including evidence of software licenses for End Users directly or indirectly, and access to all servers running the software. If verification of compliance with these Hosting Services reveals unlicensed usage including but not limited to installations of new products or an increase of End Users with access to products the Client shall charge the Supplier at a rate of 1.25% of the then current price for each unpaid license over the relevant period of Contract unless set out otherwise in the applicable Statement of Work. Supplier will presume that such unreported use began upon commencement of each End User relationship with Client, unless Client reasonably demonstrates a different scope and duration.

2.2.   The Client confirms that it has solely determined that the Hosting Services are suitable for its Client Data.

2.3.   The Client warrants that it holds valid licences for all Third Party Licensed Programs and is authorised by the owner of all Third Party Licensed Programs to make them available to the Supplier for the purposes of this Agreement and that use by the Supplier of such Programs shall not infringe the rights of any third party.

2.4.   The Client hereby indemnifies and shall continue to indemnify and hold harmless the Supplier from and against all third party actions claims and demands (and all costs and expenses in connection therewith) in respect of any material breach of the obligations and warranties set out in this paragraph 2 and these Hosting Services Terms including but not limited to under-reporting of and under-payment for licensing to Supplier and/or Clients third party software reseller.

2.5.   The Client cannot use the Platform for any malicious or criminal activity including, but not limited to, to compromise or impair the confidentiality, integrity, or availability of computers, information or communications systems, networks, physical or virtual infrastructure controlled by computers or information systems, or the information resident thereon.

3.   Fees and Resources

3.1.   The Resources will be monitored by the Supplier. If the Supplier determines, based upon such monitoring, that the Client requires an increased level of Resources, the Supplier will make reasonable recommendations to the Client to so increase the level of Resources.

3.2.   If the Client does not agree to an increase in the Resources following a recommendation by the Supplier, then the Supplier reserves the right to limit the Resources available to the Virtual Servers to those detailed on the Statement of Work, regardless of the impact on the performance of the Virtual Servers, and in those circumstances the Supplier will not be deemed to be in breach of the Service Levels as a result of that impact on performance.

3.3.   The Supplier reserves the right to vary the Hosting Fees to reflect changes in or additions to the Service Provider Licensed Programs provided by the Supplier to the Client from time to time.

4.   Maintenance

Planned Maintenance

4.1.   Planned Maintenance is maintenance of the Client's configuration that is requested and scheduled with the Client in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades.

4.2.   For necessary repair, maintenance or upgrade work on the Platform, the Supplier may, where required, undertake planned outages within a daily maintenance window between 20:00pm and 04:00am GMT/BST, and weekly between Sunday 18:00 and Monday 06:00, not to exceed 12 hours per month.

4.3. The Supplier aims to provide the Client with at least one week's notice of any Planned Maintenance. Planned Maintenance at shorter notice requested by the Client will be undertaken only by agreement with one of the Clients Representatives, who should confirm such agreement in writing by email.

4.4. Planned Maintenance will only be made when in the reasonable opinion of the Supplier it is necessary to improve or maintain the Services.

Emergency Maintenance

4.5. Emergency Maintenance includes any critical unforeseen maintenance that is needed for the security or performance of the Resources, the Platform or the Network.

4.6. The Supplier reserves the right to undertake Emergency Maintenance at any time and without notice in order to resolve and maintain the security and performance of the Resources, the Platform or the Network.

5. Platform

5.1. The Platform will be located at the Supplier Sites, as specified on the Statement of Work.

5.2. The Supplier shall be entitled to change the location of any Supplier Site or reduce or increase the number of Supplier Sites from time to time.

5.3. The Primary and Secondary Sites may be changed by the Supplier at any time. The Supplier will seek to minimise the impact of any Supplier Site changes upon the Client, but any Platform Unavailability due to such changes will be included in the Platform Availability calculation, as detailed in the table below.

5.4. The Supplier shall keep the Platform at all times under its care and control.

5.5. The Platform will consist of equipment that is capable of delivering the Resources required to operate the Client's Virtual Server(s).

5.6. The Platform will have no single point of failure by utilising N+1 architecture, which will provide sufficient redundancy to enable a Client's Virtual Server(s) to remain operational in the event of single component failure within the Platform.

5.7. Except as otherwise specifically agreed in writing, the Client will be responsible for administering the Resources.

5.8. For the avoidance of doubt, the Services do not include implementation, operation, maintenance or support of equipment or software used by the End Users of the Client.

5.9. Disk-based snapshots of the Client Data will be taken and replicated to a site other than the Primary Site on a grandfather-father-son basis. The Snapshots will be taken

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at intervals agreed between the Client and the Supplier in writing from time to time during the Agreement.

5.10.   The Snapshots will be retained for the periods agreed between the Client and the Supplier in writing from time to time during the Agreement.

5.11.   If requested by the Client as part of the Hosting Services the Supplier will also backup the Client Data to an alternative medium which may, either from time to time or permanently, include the storage of encrypted backup data in the Public Cloud, unless otherwise stated in the Statement of Work.

6.   Internet and WAN Connectivity

6.1.   Connection to the Sites will be either via Internet VPN or a Third Party communication link.

6.2.   The Supplier will notify the Client if it determines that the bandwidth of the Client's connection to the Sites is below the level required to allow optimal access to the Services.

6.3.   The minimum bandwidth for a Client may be increased by the Supplier during the Term of the Agreement, in accordance with the inflationary tendency for network bandwidth.

6.4.   Internet connectivity is provided from the Platform.

7.   Security

7.1.   Access to the Platform is subject to the Supplier's internal security processes, which are frequently updated to comply with Good Industry Practice. These are available from the Supplier on request.

8.   Monitoring and Reporting

8.1.   The Platform and all Virtual Servers will be monitored by the Supplier on a 24/7 basis using the Monitoring System and the Monitor Sets. Operating statistics that flag operational issues will be collected at the operating system level.

8.2.   The Monitoring System will provide real-time reports on the operational performance of the Virtual Servers and Operating Systems. The real-time reports will be based on the Monitor Sets that are in operation at the time.

8.3.   Additional reports detailing the operational performance of individual components of the Platform will be provided if it is suspected that the component or components is having a detrimental effect on the operational performance of the Platform.

9.   Supplier Contact

9.1. The Supplier may be contacted by the Client during the Core Hours by the following methods:

- PHONE: 0845 121 7766
- EMAIL: servicedesk@fusecs.com
- PORTAL: https://servicedesk.fusecollaboration.com or https://portal.fusecs.com
- All emails/portal tickets must contain a primary contact name, telephone number, email address, company, location and a brief summary of the required action.

10. Service Provider Licensed Programs

10.1. The Supplier shall provide the Client with sub-licences to run the Service Provider Licensed Programs during the Term of the Hosting Services.

10.2. The sub-licences to use the Service Provider Licensed Programs will be on the terms provided by the owner and licensor of those Programs.

10.3. The Supplier warrants that it is entitled to sub-licence the Service Provider Licensed Programs to the Client, however the Supplier gives no other warranties in respect of the Service Provider Licensed Programs and all other terms and conditions whether express or implied in respect of the Service Provider Licensed Programs are hereby excluded.

10.4. The Supplier shall have no liability whatsoever to the Client for any breach of the Agreement to the extent that it arises out of any failure of the Service Provider Licensed Programs to operate.

10.5. The Client undertakes that it shall not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Service Provider Licensed Programs in whole or in part.

11. Service Exclusions

11.1. The Supplier makes no representations regarding the security of Client Data.

11.2. The Supplier does NOT warrant that the Services will be uninterrupted, error-free, or completely secure. The Client acknowledges that there are inherent risks in internet connectivity technology that could result in the loss of the Client's data, Confidential Information, property and privacy.

11.3. It is acknowledged and agreed that the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data, including Client Data, over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12. Service Levels

12.1. The Supplier will seek to provide the Hosting Services in accordance with the Service Levels as flowed down from the relevant Third Party.

12.2. Any periods of Exceptions will be excluded from the calculation of the Supplier's compliance with the Service Levels, as set out in paragraph 13 (Exceptions).

12.3. Following any unplanned period of Unavailability, the Supplier shall produce a report detailing the cause of the Unavailability and the steps that are being taken to prevent a reoccurrence. This report will be provided by e-mail to the Client within 48 hours of the restoration of the Resources.

13. Exceptions

13.1. Any of the following events ("Exceptions") will be excluded from the calculation of the Supplier's compliance with the Service Levels:

    13.1.1. Planned Maintenance;
    13.1.2. Emergency Maintenance;
    13.1.3. actions taken by the Client or any third party company/contractor providing services or equipment to the Client;
    13.1.4. Client System, software or other technology (other than those which are under the Supplier's direct control);
    13.1.5. any other equipment provided by a third party company/contractor at the behest of the Client;
    13.1.6. Planned Maintenance that has not occurred due to a request or delay by the Client;
    13.1.7. Force Majeure Events; or
    13.1.8. denial of service attacks, virus activity, hacking attempts, or any other circumstances that are not within the Supplier's control.

14. Acceptable Usage Policy – Internet Use

14.1. The Supplier reserves the right to block access to any websites it deems inappropriate for business or reasonable personal use, including, but not limited to, websites that relate to:

    14.1.1. Adult material;
    14.1.2. File sharing / Peer to peer websites;
    14.1.3. Streaming media;
    14.1.4. Hacking attacks, browsing of hacker relevant websites, any behaviour deemed by the Supplier to be linked towards hacking type behaviour;
    14.1.5. Websites attracting the attention of police or government restrictions, or not complying with current UK legislation;
    14.1.6. Games deemed to exceed reasonable personal use;
    14.1.7. Downloading of material where copyright restrictions apply;
    14.1.8. Any other sites impeding on network performance;
    14.1.9. Any other sites considered by the Supplier to constitute a business risk.

15. Acceptable Usage Policy – Resources, Platform and Network Usage

15.1. The Client may not use the Resources, Platform or Network to engage in illegal, abusive, or irresponsible behaviour, including, but not limited to:

15.1.1. unauthorised access to or use of the Platform or the Network;

15.1.2. monitoring traffic on the Network or Platform without the Supplier' consent;

15.1.3. collecting information or email addresses without the consent of the owner of the information, including, but not limited to, password theft, misrepresentation, phishing, security hole scanning, harvesting and port scanning;

15.1.4. use of the Services to distribute software that covertly gathers information about a user or covertly transmits information about the user;

15.1.5. use of the Services for the distribution of advertisement delivery software;

15.1.6. any activity or conduct that is likely to result in retaliation against the Network or Platform;

15.1.7. engaging in behaviour that may result in the Network, Platform or any of the Sites becoming the target of a denial of service attack (DoS);

15.1.8. any activity or conduct that is likely to be in breach of any applicable laws or regulations;

15.1.9. introducing intentionally or knowingly into the Platform or Network any virus or malicious code/software;

15.1.10. any actions that interfere with the Supplier's other clients.

16. Acceptable Usage Policy – Penetration Testing

16.1. The Client is not permitted to carry out any penetration testing (including security or authentication testing and any passive techniques) of the Platform or Network, without the prior written consent of the Supplier.

17. Acceptable Usage Policy – Email Usage

17.1. The Client will be permitted volumes of inbound and outbound email which the Supplier deems to be reasonable for business use.

17.2. The Client will not engage in sending unsolicited emails ("Spam").

17.3. Where the Client wishes to use email for direct marketing purposes, the Client must seek the prior consent of the Supplier.

18. Acceptable Usage Policy – Removable Media

18.1. The Supplier reserves the right to restrict use of removable media e.g. USB flash drive storage where the Supplier deems the use of such media to constitute a risk to overall security.

19. Acceptable Usage Policy – High Risk Usage

19.1. The Client may not use the Hosting Services in any situation where failure or fault of the Hosting Services could lead to death or serious bodily injury of any person, or to physical or environmental damage.

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20. Acceptable Usage Policy – Review

20.1. The Supplier reserves the right to review and amend this AUP to reflect any changes in regulatory requirements or industry practices.

20.2. In the event of a change being made to the AUP by the Supplier, an amended AUP will be sent to the Client, which will be effective thirty (30) days following the provision of the amended AUP to the Client.

20.3. If the Client's compliance with an amended AUP would materially adversely affect its use of the Hosting Services:

20.3.1. the Client may provide written notice of its objection to the amended AUP no later than thirty (30) days following receipt of the revised AUP;

20.3.2. the Supplier will not enforce the revision until ninety (90) days following the date the revision would otherwise have become effective, during which period the previous AUP will apply; and

20.3.3. during the ninety (90) day period, the Client may elect to terminate the Contract, such termination occurring at the end of the ninety (90) day period.

21. Additional Charges & Restrictions

21.1. Supplier shall continually evaluate data efficiency on the Platform and in the interest of fair usage if Client Data does not achieve the expected efficiencies (a minimum of 3:1 data storage reduction is anticipated) or is below average, the Supplier reserves the right to apply additional charges for the use of in-guest deduplication, compression or encryption;

21.2. Occasionally the Hosting Service will be subject to Scheduled Maintenance which may temporarily impact the availability of Client infrastructure;

21.3. Notifications of all maintenance, Service impacting or otherwise, will be issued in advance to all Clients subscribing to the Hosting Service;

21.4. The Supplier reserves the right to immediately suspend or switch off infrastructure such as virtual machines within the indicated scheduled maintenance periods without further notice to facilitate the maintenance work to proceed.

22. Limitation of Liability

22.1. The Supplier shall not be liable for any corruption or loss of data that is caused by any defects in Client Data supplied by or on behalf of the Client or which may arise through no fault of Supplier (e.g. data in transit becoming corrupted, bugs in Client Software or malware etc.).

22.2. The Supplier shall not be liable for the corruption, inaccessibility, unathorised access, alteration or integrity of Client Data hosted on the Infrastructure-as-a Service Platform in so far as the Client's Data has not been:

22.2.1. directly damaged by a fault in the Supplier's Infrastructure-as-a-service, Disaster-recovery-as-a-service or Backup-as-a-service solutions or associated operating processes; and/or

22.2.2.   act or omission of the Client.

22.3. In the event of a data restoration request that recovers data which has been previously deleted, it is the responsibility of the Client to have the processes and procedures in place to deal with this in order to comply with Applicable Laws.

22.4. The Client acknowledges that the Supplier cannot apply "Right to be Forgotten Requests" arising under GDPR on archived data and this shall be the responsibility of the Client.