

eCloud VPC Product Terms

The following Product Terms apply if the relevant Services are included within your Quotation or where you have self-provisioned these Services or added additional eCloud VPC instances from within portal.ans.co.uk. For the avoidance of any doubt, re-sizing your eCloud VPC instance may result in additional charges.

In the event of a conflict between the Product Terms and the applicable Terms, these Product Terms shall prevail, but only to the extent of such conflict. Any capitalised terms used in this document shall have the meanings set out in the applicable Terms (save where expressly provided otherwise below) and any additional definitions outlined below shall also apply.

Given Customers may place their own orders for eCloud VPC via portal.ans.co.uk, self-provision services according to their own requirements, purchase a version without support and/or chose the PAYG Option, where a Customer purchases VPC the Terms shall be varied as follows:

Definitions

“Agreement” shall be deemed to include to any self-select order placed in portal.ans.co.uk but shall exclude any reference to the SLA where the Services exclude support.

The amended definitions of “Customer” and “Invoice” and “Services” set out below shall apply and a new definition of “Discount Plan” and “PAYG Option” shall be added. The Agreement shall be construed accordingly.

“Customer” means any person or organisation with whom the Company enters into the Agreement and as stated on the Quotation or as entered by the Customer in portal.ans.co.uk (as the case may be).

“Discount Plan” means where applicable on a Quotation a monthly discount plan which is given as a credit towards the Customer’s monthly spend on a PAYG basis.

If the PAYG Option is selected by a Customer for all or part of the Services, no minimum term shall be applicable to those Services to which the PAYG Option applies and the Agreement shall be construed accordingly.

“Invoice” means the invoice which is generated following a self-select order made by the Customer through portal.ans.co.uk.

“Minimum Monthly Spend” means the spend detailed on the Quotation.

“PAYG Option” means an option to pay for all or part of the Services according to the volume of resources consumed, and/or the length of time in hours (in minimal intervals of one hour) that the Services are consumed for, by the Customer with no applicable minimum contract term applicable to the relevant Services.

If support is not purchased by the Customer, the definition of “Services” shall be varied as set out below and the definition of and any references to “SLA” shall be deleted and the Agreement shall be construed accordingly.

“Services” means the services to be provided by the Company described in the Quotation and/or the self-select order placed by the Customer within portal.ans.co.uk and where support services are comprised within the Services, the SLA to be provided by the Company to the Customer.

Charges

Clause 6.1 of the Agreement shall be deleted and the following clauses 6.1 and 6.2 inserted into the Agreement and the remaining clauses in Clause 6 shall be consequentially re-numbered accordingly.

6.1 Subject to Clause 6.2, Charges for the Services shall be detailed either on the Quotation (including (where applicable) any Minimum Monthly Spend commitment and taking account of the Discount Plan) or on the Invoice (where a Customer makes a self-select order recorded in

portal.ans.co.uk). Invoices shall be raised and be payable in sterling unless otherwise agreed in writing with the Company. Monthly fees which are agreed to be paid in advance (if applicable) as stated on the Quotation will be invoiced following signature of the Quotation. For Services detailed on a Quotation invoicing of fees for subsequent months shall commence 30 days after the Services are made available to the Customer (monthly in advance) unless otherwise agreed and stated on the Quotation. Any credit against usage via the Discount Plan (if applicable) shall be applied against the Invoice each month and if usage does not exceed the amount of the Discount shown on the Quotation, that month's credit shall expire.

For self-select orders within portal.ans.co.uk, invoicing of fees shall commence 30 days after the Services are made available to the Customer (monthly in arrears). All payments shall be due to the Company on presentation of invoice or as otherwise stated on the Quotation or recorded in portal.ans.co.uk (as the case may be).

6.2 The pricing set out in the Quotation or on the Invoice (as the case may be) is estimated to the extent that the actual cost during the term of the Agreement may vary based upon options/ components selected by the Customer from time to time for CPU, RAM, bandwidth capacity according to the selected VPC level edge router, memory/disk space, back-up, total bandwidth and support option as outlined on the pricing tab for eCloud VPC pricing within portal.ans.co.uk. For the avoidance of any doubt, re-sizing your eCloud VPC instance may result in additional charges.

Any adjustments to fees following changes agreed by the Customer in writing or self-selected in portal.ans.co.uk (as the case may be) will be charged to the Customer on the successive monthly invoice after the changes are made.

Term and Termination

Clause 11.2(a) shall be deleted and a new clause 11.2 (a) inserted as follows:

Where there is an applicable Initial Term to all or part of the Services, by the Customer giving the Company not less than 30 days' prior written notice (in accordance with Clause 16.1) which notice shall expire on or after expiry of the Initial Term, or where the PAYG Option is selected, by the Customer at any time on notice to the Company.

Where the PAYG Option is selected in respect of the relevant Services to which the PAYG Option applies, by the Customer on any time on written notice to the Company.

Where reference is made to signature of an Quotation in Clauses 11.1 and 27.1 but a Customer has placed a self-select order, such Clauses shall be construed to include electronic submission of the Customer order via portal.ans.co.uk, if applicable.

SLA applies only if support option is purchased by the Customer.