



## **SPECIAL CONDITIONS FOR SPECIFIC BANDWIDTH OFFERS 2014**

*Latest version dated 03/03/2014*

### **ARTICLE 1: PURPOSE**

These Special Conditions supplement the General Terms and Conditions (the “General Conditions”) and are intended to set out the conditions applicable to the Bandwidth Offers which are more particularly described below.

Requests for and use of a Bandwidth Offer implies full acceptance of these Special Conditions and the General Conditions.

In the event of a conflict between these Special Conditions and the General Conditions, these Special Conditions shall prevail.

### **ARTICLE 2: DESCRIPTION OF THE SERVICE**

The Supplier offers Customers with specific Bandwidth requirements which cannot be satisfied by the Supplier’s dedicated offers and therefore require high and/or supported Bandwidth consumption, the option of subscribing to one of the following Bandwidth offers (together the “Bandwidth Offers”):

1. Guaranteed Offer (as described in Article 3 below);
2. Premium Offer (as described in Article 4 below);
3. Gold Offer (as described in Article 5 below)..

These Bandwidth Offers allow the total outgoing Bandwidth capacity of the Dedicated Server (excluding the internal Bandwidth within the Supplier’s network) to adapt to the Customer's needs.

The Customer may not share its Bandwidth Offer with other servers under any circumstances.

Customers with at least one compatible Dedicated Server may place orders for a Bandwidth Offer at any time directly via its management interface.

Once subscribed to, the Bandwidth Offer will be allocated to the relevant Dedicated Server. It will be included within the billing cycle of the compatible Dedicated Server. The Customer will be invoiced for the Bandwidth Offer on renewal of the aforementioned compatible Dedicated

Server as per the usual invoicing cycle. The Customer cannot cancel or transfer its Bandwidth Offer for the duration of the contract for the Dedicated Server in question.

### **ARTICLE 3: “GUARANTEED” OFFER**

Under this Bandwidth Offer, the outgoing traffic of the Dedicated Server (excluding the internal Bandwidth within the Supplier’s network) is forwarded to only one service provider.

The Customer acknowledges that its Bandwidth quality is dependent on the quality of the interconnections of this transit operator with the other interconnected networks.

The Supplier will not be held liable for the quality of the aforementioned Bandwidth. The Customer recognises that its service will be directly affected in the event of a partial or total failure of the transit operator.

In this instance, the Supplier will not carry out any intervention to redirect the Customer's traffic to its other peering points.

### **ARTICLE 4: “PREMIUM” OFFER**

In the event of failure of one or more transit operators the traffic will be automatically redirected, in a transparent manner, to one or more other transit operators, with a view to ensure better availability.

### **ARTICLE 5: “GOLD” OFFER**

Under this Bandwidth Offer, the outgoing traffic of the server (excluding the internal Bandwidth within the Supplier’s network) is forwarded to all transit operators interconnected to the Supplier’s network (currently 1200).

The Supplier will use reasonable endeavours to optimise forwarding of the server traffic to the internet using available interconnection points.

In the event of failure of one or more transit operators the traffic will be automatically redirected, in a transparent manner, to one or more other transit operators, including the full range of providers interconnected to the Supplier, with a view to ensuring optimum availability.