



INTERCEPT IT LIMITED

PERFORMANCE CRITERIA AND SERVICE CREDIT TERMS

This page (which forms part of the Services Terms and Conditions) tells you the terms and conditions upon which we (Intercept IT Limited) measure our performance against the Service availability targets we expect to meet and also gives you details of the Service Credits we will give to you if we fail to meet those targets.

Please read carefully these terms and conditions together with all documents and materials mentioned in them before accessing and ordering any Services from our Portal.

You should print a copy of these terms and conditions and all documents and materials mentioned in them for future reference.

1. INFORMATION ABOUT US

The Services are provided by Intercept IT Limited (“Intercept”, “we”, “us”, or “our”) a company registered in England and Wales under company number 4442332. We have our registered office at The Baltic Exchange, 38 St Mary’s Axe, London EC3A 8BH. Our VAT Number is (GB) 795 7477 56

2. DEFINITIONS

2.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

**Account Customers,
Agreement, Control Panel,
Customer,
Force Majeure Event,
Services, Subscribe,
Subscription,
You/Your/Yours**

all have the meanings ascribed to them in the Services Terms and Conditions;

Available/Availability

means that the Service in question is capable of being accessed by the Customer;

Outage

shall mean a period of at least 15 consecutive minutes where a Service is not available but excluding those matters detailed in clause 3.3;

2.2 The headings in this Agreement do not affect its interpretation. Save where the context otherwise requires, references to clauses, clauses and schedules are to clauses and schedules of this Agreement.

2.3 Unless the context otherwise so requires:

2.3.1 references to statutory provisions include those statutory provisions as amended or re-enacted; and

2.3.2 references to any gender include all genders.

2.4 Words in the singular include the plural and in the plural include the singular.

3. AVAILABILITY AND OUTAGES

3.1 We shall use reasonable endeavours (but do not warrant) to make each Service that you Subscribe to Available 99.97% of the time during each calendar month, 24 hours a day, 7 days a week. (For the avoidance of doubt, the Availability percentage of 99.97% is calculated on the basis of a 30 day calendar month, so the percentage will vary slightly depending upon the length of each calendar month.)

3.2 You must notify us as soon as practically possible in the event of an Outage and we shall use reasonable endeavours to restore the Availability of the affected Service as soon as possible.

3.3 An Outage shall not include time when a Service was not Available due to:

3.3.1 scheduled maintenance activities we perform;

3.3.2 your inability to connect to any of the Services for a reason other than a failure of the Services (for example, ISP/telecommunications problems; your network, router or own personal computer problems);

3.3.3 a Force Majeure Event.

4. SERVICE CREDITS

4.1 If you have suffered an Outage you must complete a "Service Credit Request Form" email servicecredits@intercept-it.com to request this form.

4.2 At the end of each calendar month we shall review our performance during that month and, if you have notified us of Outages you have suffered, we shall either reduce your Subscription for the next following month, credit your credit or debit card or other account or, if the Outage occurs in the last month of the Term of the Agreement make a refund to you within 30 days of the end of that month - all such reductions, credits or refunds being in accordance with the table set out at clause 4.4 below.

4.3 Credits will only be paid to you in respect of Outages you have notified to us in accordance with clause 4.1. Once you notify us of an Outage we shall investigate it and restore the Availability of the affected Service, thereby enabling us precisely to measure the period of the Outage concerned.

4.4

Each Outage	Credit against monthly Subscription
15 minutes to 4 hours	1 days credit
4 hours to 8 hours	2 days credit
8 hours to 24 hours	4 days credit
24 hours to 48 hours	7 days credit
Greater than 48 hours	1 months credit

4.5 You agree that the provision of Service Credits to you in respect of the Outages mentioned in this clause 4 shall be in full and final satisfaction of any liability we have to you in respect of them. If you do not agree to this, please do not enter into the Agreement with us.

5. ACCOUNT CUSTOMERS OPTION TO TERMINATE

5.1 Account Customers shall be entitled to terminate the Agreement upon written notice to us if you experience more than 10 non-consecutive complete Outages in a single calendar month or if you experience a complete Outage lasting more than 72 hours.

5.2 Termination will become effective 30 days after your written notice to terminate is received by us.