



Aanvullende voorwaarden

# Service Agreement Cloud Services Support.

## **Between**

Company name:  
Street, No. or POBox:  
Postal code:  
City:  
Hereinafter referred to as the "Customer"

## **and**

Ziggo Zakelijk Services B.V.  
Kabelweg 51  
1014BA Amsterdam  
Hereinafter referred to as 'Ziggo'

## **Definitions:**

### **Order form:**

Part of the contract that states the pricing of the service that the Customer agreed to obtain from Ziggo.

### **Intervention Topic:**

Activities that are mentioned in the Intervention Topic List Addendum of this Service Agreement.

### **Maximum Resolution time:**

Maximum time that Ziggo needs to resolve the incident that the Customer issued through a Support Ticket.

### **Maximum Response Time:**

Maximum time that Ziggo needs to respond to a Support Ticket that was issued by the Customer Service Agreement: part of the contract that describes the service and the service levels that Ziggo is committed to deliver.

### **Service Credits:**

Credits that are obtained in advance which the Customer can use to have Ziggo perform certain activities that are not included in the regular service.

### **Service Level Agreement:**

The agreement which forms part of the contract and which outlines the level of service to be provided.



**Support Ticket:**

A record logged by support representatives of Ziggo into a helpdesk management application system in response to Customer support calls.

**It is agreed as follows:**

Ziggo undertakes to provide the Customer with the Services as stipulated in the Contract. The Customer acknowledges that it is aware of the terms of the Contract. The Contract comprises: the General Terms and Conditions (Algemene Voorwaarden and Aanvullende Voorwaarden Cloud Services); this Service Agreement and the service-specific provisions hereof, which supplement the General Conditions; The Service Level Agreement and the Order Form.

Ziggo and the Customer are also each referred to as a 'Party', and together as the 'Parties'. The General Conditions and Service Agreements may also be consulted on the Cloud Services website [ziggozakelijk.nl/cloudservices](http://ziggozakelijk.nl/cloudservices)

The Customer accepts the provisions of the Contract.

**1 Description of Services Support**

Support services are the interventions which support the Cloud Services (replies to Support Tickets, interventions after a hardware failure, interventions requested by the Customer etc.) as described below.

All interventions are classified in one of four priorities:

	MAXIMUM RESPONSE TIME	MAXIMUM RESOLUTION TIME
Standard priority	2 business days	None
Express priority	1 business day	2 business days
Critical priority	1 business hour	1 business hour
Critical 24/7 intervention	1 hour(*)	8 hour(*)

(\*) 24 hours / 24 hours, 7 days a week, 365 days per year.

No interventions are executed outside business hours, except for interventions with the "Critical 24/7 Intervention" priority. Business hours are 8:00h to 18:00h GMT+1 Monday to Friday, official Dutch holidays excluded. One Business day consists of 10 Business Hours. Both the Maximum Response Time and the Maximum Resolution Time start counting from the time of creation of a Support Ticket (ticket creation timestamp). The Maximum Resolution Time does not include the time needed for restore of a data backup, which can take several hours depending on the amount of data to be restored. For each kind of intervention, the highest possible priority is defined in the Intervention Topics list, which is attached to the present Service Agreement. The Intervention Topics list defines which kind of interventions can be performed by Ziggo, for free or fee-based. Intervention topics not included in the list cannot be performed by Ziggo.

**1.1 Support Tickets**

Support Tickets can be created by contacting Ziggo by telephone or sending an email. All intervention requests received by e-mail or by telephone are categorized in the "Standard" priority, unless mentioned otherwise.

**1.2 Service Credits**

The payment of fee-based interventions is settled through Service Credits. A certain amount of Service Credits is purchased in advance. The prices of Service Credits are set out in the price list attached to this Service Agreement.



After each fee-based intervention or support request, a number of Service Credits is deducted from the Customer's account. When no Service Credits are left in the account, new Service Credits need to be purchased. The amount of Service Credits that will be charged, depends on the kind of intervention (Intervention Topic) and the priority at which the intervention needs to be executed. Two kinds of Intervention Topics exist:

- Fixed amount of Service Credits: the amount of Service Credits charged for the intervention is fixed, regardless of the time taken to execute the intervention;
- Hourly rate: the amount of Service Credits charged for the intervention, depends on the time taken to execute the intervention. The hourly rate for interventions depends on the priority at which the intervention needs to be executed:

PRIORITY OF INTERVENTION	HOURLY RATE
Standard priority	2 Service Credits per 15 minutes
Express priority	3 Service Credits per 15 minutes
Critical priority	4 Service Credits per 15 minutes
Critical 24/7 intervention	5 Service Credits per 15 minutes

A minimum of fifteen (15) minutes will be charged for each intervention started and for each Critical 24/7 intervention request received outside business hours.

### 1.3 Support Contract

Ziggo offers two kinds of Support Contract for the Cloud Services:

- Standard Support Contract;
- Premium Support Contract.

#### 1.3.1 Standard Support Contract

The Standard Support Contract is included with every cloud service. The highest available priority for any kind of intervention within the Standard Support Contract is "Critical Priority" or lower, depending on the Intervention Topic (see the Intervention Topics List attached).

#### 1.3.2 Premium Support Contract

The Premium Support Contract is available for an additional monthly fee of hundred (100) euros per month (including fifty (50) Service Credits per year). The Premium Support Contract is valid for all Cloud Services of the Customer. (Only one Premium Support Contract per Customer is needed). The highest available priority for any kind of intervention within the Premium Support Contract is "Critical 24/7 Intervention" or lower, depending on the Intervention Topic (see the Intervention Topics List attached). All interventions executed outside business hours require Service Credits (see the Intervention Topics List attached). Customers with a Premium Support Contract have a direct access to a 24/7 phone support desk.

#### 1.3.3 Penalties on fee-based interventions

Should the Maximum Resolution Time for a fee-based intervention be exceeded, no Service Credits will be charged for the intervention.



The Service Credits will not be waived in the following circumstances:

- Circumstances beyond Ziggo reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed;
- Customer's acts or omissions (or acts or omissions of other parties engaged or authorized by Customer), including without limitation, any alteration of the logon credentials without notifying Ziggo, any alteration of the configuration of the server being used by Customer that causes the operating system to fail, any negligence or willful misconduct.

### 1.4 Duration

The Contract comes into effect on the date of signature of this Service Agreement or the date of signature of a Support Order Form or the date of ordering by submitting the web Order Form and remains into effect for so long as Service Credits days/hours are available.

### 1.5 Payment

„Service Credits“ is a pre-financed consultancy package of Service Credits, which will be invoiced in full by Ziggo to the Customer upon signature by the Customer of the relevant Order Form.

### 1.6 Limited Liability

Except in the case of death or physical injury, the amount of compensation and interests which is due by Ziggo to the Customer can never be in excess of the price of the Services agreed upon in this Service Agreement with Ziggo for a period of one (1) month per event or series of related events, with a maximum period of twelve (12) months in respect of all events arising in a year.

### 1.7 Annexes

The addendum „Intervention Topic List is an integral part of this Agreement.

#### On behalf of the Customer

Name:

Date of signature:

#### On behalf of Ziggo

Name:

Date of signature:

The Contract has been drawn up in two original copies in Amsterdam, on ..... /..... / 20..... , whereby each Party acknowledges having received its copy.



## Intervention Topic List

	Standard Priority	Express Priority	Critical Priority	Critical 24/7 Priority
				(only for customers with Premium 24/7 Support Contract)
<b>Virtual Servers</b>				
Server down (any reason, no hardware failure)	Free	Free	Free	Free
Request for software installation or upgrade by	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	5 credits / 15 mins
Hostbasket	2 credits / 15 mins	3 credits / 15 mins	N/A	N/A
Uploading data from CD/External Hard disk to Server	5 credits	N/A	N/A	N/A
Change firewall rules (open/close ports)	2 credits	3 credits	4 credits	5 credits
Migration to a new server	Contact Sales	Contact Sales	N/A	N/A
Reinstall Operating System on Server (Windows/Linux)	Contact Sales	Contact Sales	N/A	N/A
Software installation and initial configuration				
- If licence is purchased with Hostbasket	Contact Sales	N/A	N/A	N/A
- If licence is NOT purchased with Hostbasket	Contact Sales	N/A	N/A	N/A
<b>Software Assistance</b>				
Operating system (Windows & Linux)	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	5 credits / 15 mins
Plesk - Use of Control Panel	Free	Free	N/A	N/A
Plesk - Support on underlying OS	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	5 credits / 15 mins
Plesk - Migration to other Server with Plesk	5 credits	N/A	N/A	N/A
<b>Domain Names</b>				
troubleshooting and advice	Free	Free	Free	Free
<b>Shared Webhosting</b>				
Website not reachable	Free	Free	N/A	N/A
Create application directory	Free	Free	N/A	N/A
Configure second FTP account	2 credits	N/A	N/A	N/A
Change anonymous access on folders	Free	Free	N/A	N/A
Configure custom error pages	2 credits	3 credits	N/A	N/A
Code questions	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	N/A
Restore files from backup	2 credits / website	3 credits / website	4 credits / website	N/A



	Standard Priority	Express Priority	Critical Priority	Critical 24/7 Priority
<b>Office Mail (Exchange 2010) Mailhosting</b>				
Server down (any reason, no hardware failure)	Free	Free	Free	Free
Import PST files to Exchange mailbox	5 credits /PST	N/A	N/A	N/A
Export mailbox from Exchange mailbox to PST	5 credits / PST	N/A	N/A	N/A
Restore Exchange mailbox from backup	25 credits	N/A	N/A	N/A
Configure account in Outlook	Free	Free	4 credits / 15 mins	N/A
Configure account in Mac Mail/Entourage 2008	Free	Free	4 credits / 15 mins	N/A
Configure Windows Mobile/Blackberry	Contact Sales	Contact Sales	N/A	N/A
<b>Response Time</b>	2 Business Days	1 Business Day	1 Business Hour	1 Hour
<b>Hourly rate per priority class</b>	2 credits / 15 mins	3 credits / 15 mins	4 credits / 15 mins	5 credits / 15 mins

The price for 25 service credits is 250 euro.

50 service credits are included with a premium support contract.

Deze voorwaarden gelden waar de zakelijke diensten van Ziggo tot 13 april 2015 onder de naam UPC Business (als handelsnaam van UPC Nederland Business B.V.) werden geleverd. De naam UPC Nederland Business B.V. is per 13 april 2015 gewijzigd in Ziggo Zakelijk Services B.V.