

A thick dark brown vertical bar runs down the left side of the page. A grey arrow points to the right from the bar, containing the date.

11 September 2015

HOSTING AGREEMENT

Requirements for access and service
level agreements

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Version: Sep 2015

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This AGREEMENT of HOSTING is made as of August 30, 2015, by and between the undersigned Club or Society and Strathclyde University Technology Society, henceforth referred to as StrathTech.

I. Definitions

"Confidential Information" means all information passing from one party to the other party relating to the business of the disclosing party, including but not limited to trade secrets, drawings, know-how, techniques, source and object code, business and marketing plans and projections, arrangements and agreements with third parties, customer information and customer information proprietary to customers, formulae, suppliers, concepts not reduced to material form, designs, plans and models but excludes information:

- (a) Which is in or becomes part of the public domain other than through breach of this Agreement;
- (b) Which the receiving party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party or its representatives; or
- (c) Which the receiving party acquires from a third party entitled to disclose it;

"Client Content" means all materials placed on StrathTech Servers;

"Computer Virus" means any programmes or data incorporated into software or data that disrupts the proper operation of a computer hardware system or the associated software;

"Downtime" means any period during which the Website is unavailable due to equipment failure or loss of all Internet connectivity to the Servers.

"Hosting Services" means those services provided to the Client as described in item 1 of the Schedule to this Agreement;

"Intellectual Property" means all intellectual property rights relating to or owned by either Party to this Agreement anywhere in the world (including present and future intellectual property rights) including without limitation Confidential Information, business names, domain names, copyright, database rights, patents, trade or service marks, designs, software, software programs and source code and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights;

"Materials" means all materials owned by a party used in the provision of Hosting Services, including software programs and source code;

"On-Line Conduct Policy" means the policy setting out the terms and conditions on which the Client agrees to utilize StrathTech's network, systems, products and services;

"Personnel" means any employees, agents or contractors of either Party;

"Schedule" means the schedule in 3 parts attached to this agreement and deemed to form part of it.

"Servers" means StrathTech server computer equipment.

"Term" shall mean the period between the Commencement Date and the end date of this Agreement as specified in Clause 7 of this Agreement;

"Web Site" means the Client's web site or management system or Storehold or Photohold or E-mail system or other systems as hosted on StrathTech Servers.

II. Term

The Partnership shall begin on August 30, 2015, and shall continue until August 31, 2016 of the same year and thereafter from year to year unless earlier terminated as hereinafter provided. A 30 day notice shall be given to the Client if service is to be terminated or severely affected.

III. Availability

The Client acknowledges that StrathTech's systems, servers and equipment may from time to time be inoperative or only partly operational as a consequence of mechanical breakdown, maintenance, hardware or software upgrades, telecommunication connectivity problems or other causes.

- (a) StrathTech Agrees to rectify faults or problems and to attempt to restore the system or servers to full operational capacity as soon as reasonably possible
- (b) StrathTech reserves the right to schedule downtime at any time or date as deemed necessary by the personnel of StrathTech

IV. Limitation of Liability

StrathTech gives no condition, warranty or undertaking and makes no representation to the Client about the suitability of, or fitness of Hosting Services for the Client's purposes other than those conditions, warranties, undertakings or representations expressly set out in this Agreement.

Subject to the pervious paragraph StrathTech shall not be liable to the Client or any third party for any indirect or consequential loss or damage, cost, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the Agreement, or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.

V. Client Content

StrathTech will not be responsible for the accuracy and functionality of the Client Content. The client will indemnify StrathTech for any claims made against the content of the website.

If StrathTech reasonably forms the view that the Client Content of any Web Site may be pornographic, defamatory, misleading or deceptive or otherwise in breach of any third party's rights, StrathTech may remove that Client Content from the Web Site and shall within twenty four (24) hours thereafter notify the Client of its removal in respect of all losses of whatsoever nature incurred by StrathTech as a result of the Client Content of the Web Site being pornographic, defamatory, misleading, deceptive or otherwise in breach of any third party's rights.

StrathTech will have no liability for any loss or damage to any data stored on Servers or back-up facilities. The Client will be responsible for ensuring there are adequate back-ups of any Client Content.

VI. Ownership

The Parties acknowledge that this Agreement does not have the effect of transferring the ownership of any Intellectual Property.

Any Intellectual Property owned by either party and required for the performance by the other party of its obligations under this Agreement shall be licensed to that other party on a non-exclusive, royalty-free basis for the sole purpose of fulfilling that party's obligations under this Agreement and for the period during which the use of that Intellectual Property by that party pursuant to this Agreement is required.

Where the Client places or installs their own Material on StrathTech's Servers, the Client is responsible for ensuring that they have secured all necessary licenses required for the performance by StrathTech of its obligations under this Agreement and for the period during which the use of those rights by StrathTech pursuant to this Agreement is required.

VII. Domain Name Registration

On request, and subject to Additional Fees, StrathTech may act as an Agent and register domain names on behalf of the Client. At no time do StrathTech represent that any particular domain name is available for registration. The registration and use of domains names is subject to the terms and conditions of the relevant naming authority.

The contract for registration is between the Client and the naming authority. If payments are not received in respect of domain name registrations StrathTech may cancel or retain them. StrathTech gives no warranty that the domain name will not infringe the rights of any third party. The Client is responsible for ensuring they have rights to use domain names that are registered through StrathTech and the Client hereby indemnifies StrathTech for any loss of whatsoever nature incurred by StrathTech in that regard.

In the event of a dispute between the Client and third parties in respect of the rights to domain names, StrathTech retains the right to suspend or cancel disputed domain names. Unless otherwise stated the Client has full responsibility for the renewal of the domain name.

VIII. SSL Certificates

On request, and possibly subject to Additional Fees, StrathTech may act as an Agent and acquire SSL Certificates on behalf of the Client. StrathTech provides no warranty or guarantees for any SSL Certificates it acquires. The registration and use of SSL Certificates is subject to the terms and conditions of the relevant issuing certificate authority.

The contract for registration is between the Client and the issuing certificate authority. If payments are not received in respect of SSL Certificate registrations StrathTech may cancel or retain them. In the event of a dispute between the Client and third parties in respect of the rights to SSL Certificates, StrathTech retains the right to suspend or cancel disputed SSL Certificates. Unless otherwise stated the Client has full responsibility for the renewal of the SSL Certificate.

IX. Equipment and Access

Equipment shall be stored in the secured Server room used by StrathTech to which Clients will have no access without being accompanied by Personnel of StrathTech.

Client access to the Server shall be available via a web dashboard and via FTP. No other access is implied for inferred, any lower level modifications shall be submitted to StrathTech Committee for approval.

StrathTech shall ensure that remote access to the server is secured to the best of its abilities and only authorized Personnel and approved Agents are allowed to carry out tasks on equipment used by the Client

X. Termination

StrathTech may terminate this Agreement by notice in writing to the Client in the event that

- (a) StrathTech is unable to make contact with the Client to verify the Agreement is still in effect.
- (b) Client fails to adhere to Client Content policy

Either party shall be entitled to terminate this Agreement forthwith by notice in writing to the other party if the other party shall:

- (a) Commit any material breach of any of its obligations under this Agreement
- (b) Cease or threaten to cease to carry on business.

If a situation arises for Either Party which is not covered by this Agreement, both Parties agree that the University of Strathclyde Information Technology Framework and the JANET Acceptable Use Policy shall be used.

XI. Confidential Information

Each party may use the Confidential Information of a disclosing party only for the purposes of this Agreement and must keep confidential all Confidential Information of each disclosing party except to the extent (if any) the recipient of any Confidential Information is required by law to disclose the Confidential Information.

Either party may disclose Confidential Information of the other party to those of its employees and agents who have a need to know the Confidential Information for the purposes of this Agreement but only if the employee or agent executes a confidentiality undertaking in a form approved by the other party.

All documents and other materials containing Confidential Information of either party will be returned to that party immediately upon completion of Hosting Services.

The parties' obligations to keep information confidential will survive the termination of this Agreement.

The obligations of confidentiality under this Agreement do not extend to information that:

- (a) was rightfully in the possession of the receiving party before any negotiations leading to this Agreement;
- (b) is, or after the day this Agreement is signed, becomes public knowledge (otherwise than as a result of a breach of this Agreement); or
- (c) Is required by law to be disclosed.

XII. Notification and Communications

Any notices given by StrathTech may be given by e-mail, facsimile, or letter.

The Client shall be responsible for ensuring that StrathTech has been provided with up to date information to allow StrathTech to service notices if required.

Client Club: _____

_____	_____	_____
StrathTech Representative	StrathTech Rep Signature	Date
_____	_____	_____
Client Representative Name	Client Rep Signature	Date