Slink

Product Terms
Managed Systems

1 INTRODUCTION AND INTERPRETATION

1.1 These Product Terms define the specific legal terms and conditions applicable to Managed Systems, and shall only apply when incorporated into Slink AI Ltd's Terms and Conditions (as defined below) as part of an Order.

2 PROVISION

2.1 Slink shall during the Term provide the Managed System as further described in the relevant Product Description:

2.1.1 using reasonable skill and care;

2.1.2 to the specification referred to in the Order; and

2.1.3 in accordance with the Service Levels described in the relevant Product Description.

3 APPLICATION ADMINISTRATION & LICENSING

3.1 Where Slink manages a Managed System to the infrastructure or network level only, the Customer acknowledges and agrees that it is responsible for administering and procuring appropriate licences for all applications above the host operating system, unless otherwise agreed between the parties in writing..

4 HARDWARE

4.1 All hardware used or provided by Slink in connection with the Managed System (unless purchased separately as Hardware Only) shall remain Slink's property and the Customer shall have no proprietary right to such hardware.

4.2 Where as part of the Managed System Slink provides the Customer with hardware that is in the Customer's or its other supplier's possession (including in a co-location space procured by the Customer or one of its other suppliers):

4.2.1 the Customer shall ensure that Slink has sufficient physical access to such hardware as necessary for Slink to support and maintain it;

4.2.2 the Customer shall return such hardware to Slink without delay at the end of the Term, or where relevant procure that its supplier does the same;

4.2.3 Slink shall bear the cost of collecting or couriering such hardware on non-renewal of the Term under clause 14.1 of the Terms and Conditions or where the Customer terminates under clause 14.2 of the Terms and Conditions, and in all other circumstances the Customer shall bear such cost (and reimburse Slink for such cost where arranged by Slink); and

4.2.4 if the Customer fails to return such hardware or allow Slink to collect it, Slink may at its option either (a) enter any premises where the hardware is located and re-possess it (and the Customer shall ensure Slink has such right in respect of any relevant third party supplier); or (b) invoice the Customer for the full RRP of the relevant hardware, which the Customer shall pay in accordance with the Terms and Conditions.

4.3 Where Slink needs to deliver and install hardware at a Customer site (or a site of one of its other Supplier's):

© Slink

4.3.1 the Customer shall ensure that Slink has such access it requires to do so on the date Slink notifies to the Customer;

4.3.2 the Customer shall ensure it has met all relevant Customer Dependencies before such date; and

4.3.3 Slink may increase the Fees where, on inspection by Slink or it's agent of the place at which the hardware is to be installed, work is required in order to allow such installation in accordance with the manufacturer's instructions.

5 CUSTOMER OBLIGATIONS

5.1 The Customer shall:

5.1.1 not make any changes to any element of the Managed System within Slink's responsibility (as set out in the Product Description) without Slink's prior written approval;

5.1.2 Use the Managed System only for its own business purposes; and

5.1.3 comply with:

5.1.3.1 Slink's Managed System acceptable use policy (if any) as notified to it from time to time;

5.1.3.2 where the customer has direct agreements with third party vendor's (e.g. Microsoft Azure), that third party's contractual documentation and related policies, including their acceptable use policy (and Slink shall not be a party to any such agreement); and

5.1.3.3 where the customer does not have direct agreements with relevant third party vendors, such policies and terms imposed by those vendors from time to time, as Slink notifies to the Customer in writing from time to time.

5.2 The Customer acknowledges and agrees that each of the following shall be a Customer Dependency:

5.2.1 the Customer shall ensure that Slink continues to have logical access to all components of the Managed System where such logical access is possible;

5.2.2 the Customer shall allow Slink to install service management agents on the Customer's Managed System for purposes of providing the Managed System and identifying security vulnerabilities, provided that except as otherwise necessary for the provision of the Managed System Slink shall not use the agents to view or capture Customer Data; and

5.2.3 the Customer shall not interfere with such service management agents.

6 DATA CENTRE CHANGES

6.1 Where a Managed System includes components located in Slink's or one of its supplier's data centres or co-location spaces, the Customer acknowledges and agrees that:

© Slink

6.1.1 Slink may relocate such components provided that (a) they remain in the same country as the original location; and (b) Slink gives the Customer reasonable advance notice of such re-location; and

6.1.2 such re-location may require Slink to change any assigned IP addresses, DNS records and other network settings, which may require the Customer to make changes to its own systems at its own cost.

7 BACK-UPS

7.1 Slink shall not be responsible for data loss, other than where it explicitly includes back-ups in the relevant Product Description.

7.2 Where Slink does include back-ups within a Product and data loss occurs, Slink shall use reasonable efforts to restore the Customer's data from the last available back-up, and shall have no further liability for data loss.

© Slink