

Supplementary terms for the supply of Email Hosting Services

The Services set out in these Supplementary Terms shall be supplied by In-Tuition to the Customer on the terms and conditions set out in In-Tuition's General Terms and Conditions and these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Ancillary Services' means additional services provided by In-Tuition under the terms of this Agreement, which are chargeable at In-Tuition's prevailing rates.
- 1.2 'Configuration' means the configuration of the Email Services, including all associated settings and or parameters.
- 1.3 'Domain Name' means a unique name that identifies a website or other services that communicate via the Public Internet.
- 1.4 'Email Services' means the services described in the Service Schedule.
- 1.5 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, In-Tuition is unable to provide prior notice of.
- 1.6 'End User' means either a user of the Services subscribed to by the Customer or, if the Customer is a Reseller, the end customer of the Reseller.
- 1.7 'Help Desk' means In-Tuition's dedicated team of support specialists.
- 1.8 'Mailbox' means a repository for storing incoming and outgoing email messages, instant messages, calendar events, contacts and attached documents.
- 1.9 'PCI-DSS' means the Payment Card Industry Data Security Standard.
- 1.10 'Planned Maintenance' means any period of maintenance for which In-Tuition has provided prior notice.
- 1.11 'Platform' means the physical infrastructure, including Software, on which the Email Service operates.
- 1.12 'Product' means a component of the Services as described in the Service Schedule and referenced on the Control Panel.
- 1.13 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.14 'Registrar' means an organisation which manages the assignation and reservation of Domain Names.
- 1.15 'Service-Specific Minimum Term' means the minimum term for the supply of a specific service, as set out on the Control Panel or Order.
- 1.16 'Ticket' means the Customer's report of an Issue, which is made via the Control Panel.
- 1.17 'Vendor' means a third-party supplier of Software or services.
- 1.18 'Zimbra' means the suite of software which underpins the Mailbox Product.

2. TERM

- 2.1 This Agreement shall come into effect on the Commencement Date and shall run for the Minimum Term as set out on the Control Panel or the Order and thereafter for Additional Terms of twelve months (unless extended as contemplated by sub-clause 2.2.1) until terminated by either party in accordance with the terms of this Agreement.
- 2.2 The Customer may add new services or additional Mailboxes to the Email Services at any time during the term of this Agreement, by raising a supplemental Order via the Control Panel; and
 - 2.2.1 The provision of each new service or additional Mailbox will extend the current term of this Agreement by the duration of any Service-Specific Minimum Term that applies to the new or additional Services.

3. PROVISION OF SERVICES

- 3.1 Email Services are a Software-as-a-Service (SaaS) service that is provided by In-Tuition, which is accessed by the Customer using independently supplied network services, which for the avoidance of doubt, are not covered by the terms of this Agreement.
- 3.2 The Services comprise Email Services, Ancillary Services and Help Desk Services as described in the attached Service Schedule. In-Tuition shall use reasonable endeavours to provide the Email Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.3 The Email Services shall include the following Products as selected from the Control Panel:
 - 3.3.1 Zimbra Email and Collaboration Software as a Service;
 - 3.3.2 Email Security;
 - 3.3.3 Email Archiving.
- 3.4 The Ancillary Services comprise the following Products as selected from the Control Panel:
 - 3.4.1 Domain Name Registration – the service that manages the registration of Domain Names;
 - 3.4.2 Domain Name Transfers – the service that transfers Domain Names between Registrars and / or Domain Name hosting servers;
 - 3.4.3 The provision of SSL Certificates.
- 3.5 In-Tuition will provide online documentation for each of the Products listed in sub-clause 3.3.
- 3.6 In-Tuition shall use reasonable endeavours to provide the Email Services ordered via the Control Panel to the Customer, subject to acceptance of the Customer's Order, from the Commencement Date.
- 3.7 During the term of this Agreement, In-Tuition shall be entitled to:
 - 3.7.1 Change the technical specification of the Email Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Email Services;
 - 3.7.2 Make alterations to the Email Services. Such alterations may result in temporary disruption to the Email Services and In-Tuition will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.8 In-Tuition cannot guarantee and does not warrant that the Email Services will be free from interruptions, including interruption of the Email Services for operational reasons and temporary degradation of the quality of the services.
- 3.9 Although In-Tuition will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an "as is" basis and In-Tuition does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Customer's purpose of the Services.

4. ACCEPTABLE USE

- 4.1 The Customer agrees to use the Email Services in accordance with the provisions of this Agreement, any relevant Service literature and all other reasonable instructions issued by In-Tuition from time to time.
- 4.2 The Customer agrees to ensure that the Email Services are not used by its End Users to:
 - 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.4 Obtain access to restricted areas of the Platform, data, systems or services;
 - 4.2.5 In any manner which in In-Tuition's reasonable opinion brings In-Tuition's name into disrepute;

- 4.2.6 Knowingly make available or upload files that contain viruses, malware or otherwise corrupt data;
 - 4.2.7 Falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Email Services;
 - 4.2.8 Falsify user information including the headers of any email message in such a way that purposefully hides the origin of an email message;
 - 4.2.9 Use any software in conjunction with the Email Services that is intended to distribute spam;
 - 4.2.10 Use the Email Services for the purpose of distributing spam, chain letters or any other form of unsolicited emails;
 - 4.2.11 Act in any way which threatens the security or integrity of the Platform, including the download, intentionally or negligently, of viruses, ransom-ware, Trojan horses or other malware.
- 4.3 The Customer acknowledges that it responsible for all data and/or traffic originating from Equipment that it has connected to the Email Services:
- 4.4 The Customer agrees to immediately disconnect (and subsequently secure prior to reconnection) any Equipment which generates data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by In-Tuition.
- 4.5 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Customer shall indemnify In-Tuition against any third-party claims arising from the Customer's breach of its obligations under this clause 4.

5. THE CUSTOMER'S OBLIGATIONS

During the term of this Agreement, the Customer shall:

- 5.1 Prior to first use of the Email Services, accept the Vendor's terms and conditions of use of the Software that underpins the Email Service; and
- 5.1.1 Agrees to at all times comply with and be legally bound by the terms of the Vendor's prevailing licence and / or service terms for the use of the Software; and
 - 5.1.2 Agrees that any breach by the Customer of the Vendor's terms and conditions shall be deemed a breach of this Agreement; and
 - 5.1.3 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnifies In-Tuition against all claims and proceedings arising from any breach of the Vendor's terms and conditions or licence agreement.
- 5.2 In respect of any Domain Name that the Customer supplies to be linked with the Email Services, the Customer confirms and warrants that it is the owner of or that it has been licensed by the owner to use, any relevant trademark or name as the domain name, and subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnifies In-Tuition against all claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Domain Name.
- 5.3 Use the Ancillary Services in accordance with the terms of this Agreement and in accordance with the terms of the Registrar.
- 5.4 Pay all additional charges levied by In-Tuition, including those arising from usage-based components of the Services.
- 5.5 Ensure that user-names, passwords and personal identification numbers are kept secure.
- 5.6 Ensure that its End Users use the Email Services in compliance with the terms of this Agreement.
- 5.7 Unless otherwise agreed in writing, not allow any third party that is under the control of the Customer to access the Email Services.
- 5.8 Provide support services to its End Users.
- 5.9 Unless acting in the capacity of an approved Reseller, not resell, lease or rent the Email Services to any third party.
- 5.10 Accept that is the Customer's sole responsibility to take all reasonable measures to:

- 5.10.1 Prevent the introduction of viruses or other malware into the Email Services via the Customer's Equipment or software; and
- 5.10.2 Prevent the introduction of viruses included in or linked to from within email messages into the Customer's Equipment.
- 5.11 Be responsible for the configuration of its own Equipment for use with the Email Services.

6. IN-TUITION'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, In-Tuition shall:

- 6.1 Make available the Email Services specified on the Order on the terms of this Agreement.
- 6.2 Make available a Help Desk that shall provide third line support for the Email Services which shall include the management and resolution of Services-related Issues raised by the Customer; and
 - 6.2.1 The Help Desk will provide support in accordance with In-Tuition's support policy which is set out in clause 13 hereof.
- 6.3 Respond to Issue reports made by the Customer and make reasonable endeavours to repair any Issue that is within the Email Services or directly caused by In-Tuition, its employees, agents, subcontractors or suppliers.
- 6.4 Make reasonable endeavours to provide the Email Services from the Commencement Date, but shall have no liability in the event of failure to do so.
- 6.5 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons In-Tuition may place on the Email Services.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 In-Tuition may perform any Planned Maintenance that may limit the availability of the Email Services. Planned Maintenance will be scheduled to minimise impact of any such maintenance on the Customer. The Customer will be notified at least 12 hours prior to such Planned Maintenance taking place.
- 8.2 In-Tuition may be unable to provide prior notice of Emergency Maintenance, but will endeavour to minimise the impact of any such maintenance on the Customer.
- 8.3 In the event that In-Tuition carries out work in response to an Issue reported by the Customer and In-Tuition subsequently determines that such Issue either was not present or was caused by an act or omission of the Customer, In-Tuition shall be entitled to charge the Customer at its prevailing rates.
- 8.4 In the event that In-Tuition receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Customer will do everything reasonably required by In-Tuition to ensure that In-Tuition will be in compliance with their respective obligations in respect of the provision of the Services.
- 8.5 To minimise abuse and mitigate the impact of denial of service attacks, In-Tuition operates various rate-limiting systems which control the number of email messages that can be sent or received via the Email Services. Normal use of the Services is unlikely to trigger such limits; however
 - 8.5.1 If the Customer anticipates a genuine high traffic throughput, the Customer may advise In-Tuition by selecting the "High Volume" setting on the Control Panel; and
 - 8.5.2 Such high volume use may trigger additional Charges if the limits set out on the Control Panel are exceeded.
- 8.6 In-Tuition cannot guarantee that any email message will be free from viruses, malware or links to malicious websites; the opening of any email message by the End User is entirely at the End User's risk.
- 8.7 The Customer acknowledges that the Email Service is not intended to be a data repository and that it is solely responsible for maintaining backups of all data that it transmits or receives via the Services.

8.8 Notwithstanding both party's obligations under clause 8 of the General Terms and Conditions in regard to Customer Data that is transmitted via the Email Services, In-Tuition shall have no liability for any loss, theft, corruption, illegal Processing of or damage to any Customer Data, third-party data (including email messages) or Customer Materials during transmission to or from the Email Services.

9. TERMINATION

9.1 The Customer may cancel the Services or any part thereof at any time without prior notice subject to the Customer being liable for all Charges due for each Service or part thereof, including chargeable features, up to the end of the current term, as set out in clause 10.

9.2 The Customer shall cancel Services or any part thereof, via the Control Panel.

9.3 This Agreement shall terminate when all the Services provided under the terms of this Agreement have been cancelled by the Customer.

9.4 This Agreement may also be terminated:

9.4.1 In accordance with the terms of clause 11 of the General Terms and Conditions;

9.4.2 By In-Tuition giving the Customer not less than sixty days' written notice to terminate on the expiry of the Minimum Term or Additional Term thereafter;

9.4.3 By the Customer giving thirty days' notice in writing if In-Tuition makes changes to the terms of this Agreement which are to the detriment of the Customer (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);

9.4.4 Immediately by In-Tuition in the event that it is so instructed by government or a regulatory body.

9.5 On termination of this Agreement, the Customer shall cease to use and delete all Software that it has downloaded from the Email Services for use under the terms of this Agreement.

10. CHARGES AND PAYMENT

10.1 In general, invoices for setup / configuration and Ancillary Services shall be raised by In-Tuition in advance of supply of the Services; invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for usage-based charges during the relevant period shall be raised in arrears. The invoicing period and prevailing rate are set out on the Control Panel; and

10.1.1 Any discount that In-Tuition agrees to apply will be set out separately in writing.

10.2 The amount of storage allocated to each Mailbox (the 'Included Quota') is set out on the Control Panel; and

10.2.1 If the average size of any Mailbox (averaged over the period of one month) exceeds the Included Quota, In-Tuition shall charge the Customer for the use of additional storage at its prevailing rate.

10.3 In-Tuition shall commence charging for the Services from the Commencement Date, regardless of the date on which the Customer commences use of the Email Services.

10.4 The Customer may add new Mailboxes, services or chargeable features to the Email Services at any time during the term of this Agreement, by raising a supplemental Order or via the Control Panel; and

10.4.1 New / additional Services will be charged at In-Tuition's prevailing rates, as set out on the Control Panel or the Order;

10.4.2 New / additional Services may be subject to Service-Specific Minimum Terms and if such is the case, if the Service-Specific Minimum Term exceeds the remaining duration of the current term, the current term will be extended to the length of the Service-Specific Minimum Term.

10.5 The Customer acknowledges that the charges for the Minimum Term are calculated by In-Tuition in consideration inter alia of the setup costs to be incurred by In-Tuition and the length of the Service-Specific Minimum Term offered.

10.6 The Customer agrees that if it terminates this Agreement prior to the end of the Minimum Term or Additional Term for convenience, the Customer:

- 10.6.1 Shall be liable for payment of all Charges due up to the end of the current term, such payment to be paid by way of liquidated damages; and
- 10.6.2 Shall not be entitled to any refund of Charges paid on a one-off basis.
- 10.7 The Customer agrees that if In-Tuition terminates this Agreement prior to the end of the current term and such termination is due to the Customer's breach of this Agreement, the Customer:
 - 10.7.1 Shall be liable for payment of all Service charges due up to the end of the current term, such payment to be paid by way of liquidated damages; and
 - 10.7.2 Shall not be entitled to any refund of Charges paid on a one-off basis.
- 10.8 If In-Tuition terminates this Agreement for any other reason than set out in sub-clause 10.7, the Customer shall not be liable for termination charges.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 The maximum email message size (including attachments) that can be sent or received via the Email Services is 50Mbytes.
- 11.2 In addition to the terms set out in clause 12 of the General Terms and Conditions, In-Tuition shall also be entitled to suspend the provision of Services, in whole or part, without notice due to:
 - 11.2.1 Emergency maintenance or other emergency operational reason;
 - 11.2.2 In-Tuition is required by governmental, emergency service, regulatory body or other competent authority to suspend Services;
- 11.3 In-Tuition shall also be entitled to suspend the Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. In-Tuition shall use reasonable endeavours to minimise the frequency and extent of such planned maintenance or upgrades.
- 11.4 In-Tuition shall not be responsible for the configuration of the Customer's Equipment.
- 11.5 Unless otherwise agreed in writing, In-Tuition will not provide assistance with the migration of the Customer's legacy email system to the Email Services.
- 11.6 In-Tuition's helpdesk provides third line support, which does not include general support and assistance with the configuration and use of the services, unless such is otherwise agreed in writing.
- 11.7 Anti-virus, spam filtering and quarantining are provided on an 'as is' basis, without warranty, guarantee that 100% of viruses, spam or other malware will be detected; and
 - 11.7.1 In-Tuition shall not be liable for any damages or costs resulting from its failure to detect a virus, spam or other malware, or incorrect identification of a virus, spam or other malware, unless such failure is caused by the negligence of In-Tuition.
- 11.8 In-Tuition shall not be liable for any damages, costs or charges arising from damage to, or theft of email data that is damaged, or stolen during transmission between the Customer's Equipment and the Services, nor for any other losses that occur due to reasons beyond its reasonable control.
- 11.9 It is possible, following an upgrade to the core Email Service that Mailbox backups that were made prior to the upgrade will not be available for restoration.
- 11.10 All Mailboxes have an upper size limit ('Mailbox Quota'), as set out on the Control Panel. If the limit is exceeded, emails that are sent to the Mailbox will be bounced. The Email Service will automatically issue a warning when the Mailbox reaches 90% of the Mailbox Quota.
- 11.11 All Mailboxes have a limit to the number of emails that may be transmitted per hour, as set out on the Control Panel. If the limit is exceeded, the Email Service will not send any further email during the time period in which the limit has been exceeded.

12. DOMAIN NAME REGISTRATION AND SSL CERTIFICATES

- 12.1 Domain Name Registrations and SSL Certificates will be provided by In-Tuition in response to requests made via the Control Panel.
- 12.2 The Customer confirms and warrants that it is the owner of or that it has been licensed by the owner to use any relevant trademark or name as the Domain Name and subject to the provisions of sub-clause

- 10.13 of the General Terms and Conditions, indemnifies In-Tuition against all claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Domain Name.
- 12.3 The Customer shall ensure that all details submitted in respect of the registration of a Domain Name are accurate and correct and any alterations to the details made thereafter are also accurate and correct.
- 12.4 In-Tuition shall at its sole discretion require the Customer to select an alternative Domain Name, if in its reasonable opinion it believes that the Domain Name is or is likely to be:
- 12.4.1 Abusive, defamatory, obscene, indecent, menacing or otherwise offensive;
- 12.4.2 In breach of the rights of any third party, including those of quiet enjoyment, privacy and copyright.
- 12.5 If the Customer has not paid any amount due under this Agreement or if the information required for registration is inaccurate or late, In-Tuition shall be entitled not to proceed with the application for registration or may cancel registration.
- 12.6 The Customer acknowledges that information submitted by it pertaining to the registration of a Domain Name may be made available to other organisations and members of the public.
- 12.7 If the Customer requests In-Tuition to transfer a Domain Name from a third party, to facilitate the processing of such transfer the Customer agrees:
- 12.7.1 That In-Tuition shall charge a transfer fee, as set out on the Control Panel, for processing the transfer of any Domain Name from the Customer or from a third party;
- 12.7.2 To co-operate fully and promptly with In-Tuition's reasonable requests; and / or
- 12.7.3 To use reasonable endeavours at the Customer's cost to ensure that any third party shall fully and promptly co-operate with In-Tuition's reasonable requests;
- 12.7.4 That In-Tuition will not be liable if such transfer cannot be processed or is delayed because full co-operation is not promptly provided by the Customer or such third party.
- 12.8 On termination of this Agreement, In-Tuition shall, in response to express instructions from the Customer, transfer the Domain Name to a third party. For the avoidance of doubt, In-Tuition will not transfer the Domain Name to a third party in response to an unsolicited request from a third party.
- 12.9 The Customer appoints In-Tuition as its agent for the purposes of registering the Domain Name for use with the Services and authorises In-Tuition to purchase the Domain Name on its behalf and that such purchase will be subject to the relevant Registrar's standard terms and conditions for such registration and:
- 12.9.1 The Customer acknowledges that it will be legally bound by the Registrar's terms and conditions;
- 12.9.2 It is the Customer's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; on receipt of a request from the Customer, In-Tuition shall, without unreasonable delay, notify the Customer in writing of the name and contact details of the relevant Registrar;
- 12.9.3 The Customer acknowledges and agrees that any disputes that arise out of the use of the Domain Name shall be referred by the Customer to:
- a) For .co.uk domains, to Nominet UK;
- b) For all other domains, to ICANN.
- 12.9.4 The Customer shall promptly advise In-Tuition of such dispute.
- 12.10 In-Tuition does not warrant that the proposed Domain Name is capable of being registered or that it will be registered. The Customer should not assume registration of the Domain Name until it has been notified in writing that the Domain Name has been registered. In-Tuition shall not be liable for any action taken by the Customer (including marketing or publicity and the costs thereof) before such notification.
- 12.11 The Customer will have no claim against In-Tuition if the Registrar refuses to register the Domain Name or suspends or cancels it for any reason.

- 12.12 In-Tuition is not responsible and will not be liable for the Customer's use of the Domain Name. The Customer is solely responsible for resolving disputes with any third party in relation to its use of the Domain Name; and
- 12.12.1 Where there is such a dispute In-Tuition may without notice or liability, withhold and/or suspend the Domain Name.
- 12.13 In-Tuition does not warrant that the Domain Name is or will continue to be available for the Customer's use after termination of this Agreement or that no other domain name is or will be registered which conflicts with or affects the use of the Domain Name.
- 12.14 The Customer may not transfer the Domain Name to any third party without prior written notice. On receipt of such notice, In-Tuition will use reasonable endeavours to process the transfer PROVIDED THAT the Customer has paid and In-Tuition has received all Charges owed to In-Tuition in relation to this Agreement.
- 12.15 Subject to the terms of this Agreement In-Tuition shall be responsible for ensuring that the successfully registered Domain Name is hosted and remains registered for the duration of this Agreement.
- 12.16 The Customer acknowledges that it is its responsibility to obtain all necessary software, materials, data, images and information necessary for the provision by it of any linked services including without limitation for the design of any website.
- 12.17 The Customer acknowledges and agrees that on successful registration of the Domain Name, In-Tuition may, at its sole discretion associate web pages of its choice with the Domain Name until such time as over-written by the Customer's own-supplied web pages.
- 12.18 The Customer appoints In-Tuition as its agent for the purposes of registering SSL Certificates for use with the Services and authorises In-Tuition to purchase the SSL Certificate on its behalf and that such purchase will be subject to the relevant Vendor's standard terms and conditions for such registration and:
- 12.18.1 The Customer acknowledges that it will be legally bound by the Vendor's terms and conditions;
- 12.18.2 It is the Customer's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; on receipt of a request from the Customer, In-Tuition shall, without unreasonable delay, notify the Customer in writing of the name and contact details of the relevant Vendor.

13. SUPPORT POLICY

- 13.1 In-Tuition's support operation provides third line support, operates from 9am to 5pm Monday to Friday except for English public holidays and is contactable via the Control Panel.
- 13.2 As contemplated by sub-clause 5.8, the Customer will be responsible for the provision of suitably qualified support staff to provide support to its End Users.
- 13.3 Customers shall use the ticketing system in the Control Panel to raise technical escalations – no other contact method is provided. Customers shall make a suitably qualified technical correspondent available to deal with any follow up questions raised by the Help Desk relating to the raised issue.
- 13.4 Third line issues are considered as: Issues in the Services or Control Panel or Configuration changes that cannot be made via the Control Panel; and
- 13.4.1 For the avoidance of doubt, In-Tuition does not provide support for any End User related matters such as forgotten passwords; setting up devices to access the Services; general guidance in the use of the Services; configuring the Services.
- 13.5 The Customer shall, prior to raising an Issue with In-Tuition:
- 13.5.1 Search the knowledge base to be found on the Control Panel;
- 13.5.2 Search Vendor documentation in relation to issues arising in third-party Vendor supplied software;
- 13.5.3 Investigate all relevant log files;
- 13.5.4 Carry out appropriate tests / debugging.
- 13.6 If the Customer raises an Issue with In-Tuition, it shall:

- 13.6.1 Provide a clear description of the Issue;
 - 13.6.2 Document all relevant information including log files and if appropriate, email headers including details of its analysis of the Issue;
 - 13.6.3 Raise the Issue, using the ticketing system on the Control Panel.
- 13.7 In-Tuition shall respond and attempt to resolve Issues that have been properly raised via the Control Panel according to the service level agreement set out in the Service Schedule.

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by In-Tuition under the terms of this Agreement. The actual modules to be provided under the terms of this Agreement are as selected from the Control Panel.

1. Zimbra Email and Collaboration Service

Unless otherwise set out on the Order, Zimbra Email and Collaboration ('Email SaaS') supports the following features:

1.1 Mailbox Features

- Mailbox features are determined by the Class of Service selected in the Control Panel or defined on the Order

1.2 Mailbox Administration

The primary method of Email SaaS administration by the Customer will be via the Control Panel which provides delegated administration over many aspects of the service. Functionality includes the following:

- Inviting, editing and removing [Customer] administrators.
- Configuration of many spam and virus filtering settings.
- Editing/Adding/Deleting mailboxes including configuring quotas and service levels.
- Access to view SMTP log files.
- Mailbox restores.
- In-Tuition's ticketing system.

1.3 Mailbox Backups

- Backup data is stored on resilient storage replicated across multiple availability zones
- Backups are fully automated and are kept for a period of at least seven days
- Restoration of backups, at the Mailbox level, may be requested at any time and such restores will be charged at In-Tuition's prevailing rate. Mailboxes are generally restored with a prefix such as 'restored_originalMailboxName@example.domain' – to access the restored mail, the End User should login to the restored mailbox using the password set at the time of the Mailbox backup was taken and extract the required emails.

1.4 Zimbra API.

A native Zimbra API is available which provides the following capabilities:

- Add/Edit/Delete mailboxes
- Query mailbox attributes including quota usage

1.5 Documentation

- Generic End User documentation is built into the email software and is available once logged into webmail.
- Generic administrator documentation is available from the Control Panel.

1.6 System Generated Emails

- In-Tuition's Email SaaS may generate Non Delivery Reports ('NDR') sent from protectedservice.net in cases where emails cannot be delivered. These NDRs may be sent to mailbox owners (users of the system) or recipients who send emails to mailbox owners.

1.7 Abuse Management

- 1.7.1 In-Tuition's Email SaaS platform incorporates various mechanisms to detect abuse at the Mailbox level – examples include the Customer sending high volumes of email; a spammer who gains control of a Customer's Mailbox; and recipients of End Users' emails incorrectly marking such emails spam. Regardless of the reason, in detected cases, the offending Mailbox will be

locked (so that no user will be able to access the Mailbox, including the End User) and an automated email message is sent to the Customer's abuse handling email address ('Abuse Email'). It is the Customer's sole responsibility to resolve such situations and to communicate with the End User.

- 1.7.2 The Customer Abuse Email should be configured by the Customer in the Control Panel.
- 1.7.3 Failure by the Customer to resolve detected abuse may result in the Services being blacklisted by third parties (which is beyond the control of In-Tuition) and if the Services are blacklisted, End Users will be unable to send outbound emails. During any period of blacklisting, the SLA shall cease to be applicable.
- 1.7.4 Users who forget their Mailbox password can reset it using the forgotten password process which is accessible from the webmail login page. In order for this to function, the user must previously have configured and verified a separate recovery email address ("Recovery Email") which is used to facilitate the password reset process. Alternatively the user should contact the Customer's helpdesk to request a password reset, which the Customer can action using the Control Panel.
- 1.7.5 In-Tuition does not provide any support for any abuse related incidents.

1.8 Authentication

- 1.8.1 Minimum Mailbox Password Complexity rules:
 - Min length: 8 characters
 - Max length: 64 characters
 - Min upper case characters: 1
 - Min lower case characters: 1
 - Min punctuation symbols: 1
 - Minimum numeric characters: 1
 - Minimum password age: N/A
 - Maximum password age: N/A
 - Minimum number of unique passwords history: 0
- 1.8.2 Two-Factor Authentication: Not supported;
- 1.8.3 Admin auth token lifetime: 12 hours;
- 1.8.4 User auth token lifetime: 2 days;
- 1.8.5 Session idle timeout: 1 day;

2. Email Security Service

In-Tuition provides its Email Security Service either as an optional bolt-on to its Zimbra Email and Collaboration Service or as a stand-alone Service. Exact features are determined by the Class of Service selected in the Control Panel or defined on the Order.

Basic Email Security Features:

- 2.1 SMTP connection profiling, spam-filtering and malware scanning.
- 2.2 Incoming SMTP connection profiling is conducted before accepting delivery of incoming emails to attempt to identify sources of unwanted email.
- 2.3 Various Malware scanning is conducted to attempt to identify malware – suspect emails are blocked.
- 2.4 Greylisting is configured such that In-Tuition's email security system will deliberately delay emails from unknown senders for a short time – normally only a few minutes. The exact time depends on the sending server. Once an email is accepted from a new sender, future emails from them are unlikely to be delayed by the greylisting feature.
- 2.5 Incoming emails are analysed for signs that they are spam using a range of sophisticated checks. A score is assigned to each email to represent the probability of it being spam. The higher the score, the higher the likelihood an email is spam. Emails which score less than 5 are delivered as normal with no

modifications. Emails which score 5 or greater are tagged with the score and the words 'suspect spam' pre-pended to the subject line and delivered to the recipient and if that recipient is a Zimbra Mailbox, the email will be moved into the junk folder. Email headers contain details of the scores and triggers. Emails which score greater than 8 are rejected at the SMTP connection stage and mailbox owners are not informed (but the sender is likely to receive an NDR from their mail transfer agent). The score thresholds and various other attributes can be configured on a domain wide basis using the Control Panel.

- 2.6 If the Customer has also purchased the Zimbra Email and Collaboration Service, Zimbra junk folders are accessible in webmail and may also be accessible via IMAP (if subscribed by the user's email client). Zimbra junk folders are automatically purged every 30 days.
- 2.7 The system makes use of Bayesian analysis to attempt to better identify unwanted emails, learning from the email content specific to an entire domain and taking into account the language most commonly used to receive emails. The language preference is set for the entire domain as English (additional languages can be configured using the Control Panel). Zimbra Mailbox owners can mark an email as spam or not spam when using webmail – doing so trains the Bayesian system on a domain wide basis. The same functionality is activated if a user moves an email from/to the junk folder when using IMAP.
- 2.8 If the Customer has also purchased the Zimbra Email and Collaboration Service, Mailbox users can add senders to their personal block or accept lists from within webmail.
- 2.9 The following list of files will be blocked by default at domain level. This list can be modified using the Control Panel:
`.ade: .adp: .arj: .asd: .asf: .asx: .bas: .bat: .btm: .chm: .cmd: .com: .cpl: .crt: .css: .dbx: .dll: .hlp: .hta: .hto: .inf: .ins: .isp: .js: .jse: .lnk: .mdb: .mde: .msc: .msi: .msp: .mst: .ocx: .pcd: .pif: .reg: .scr: .sct: .sh: .shb: .shs: .txe: .vb: .vba: .vbe: .vcs: .wab: .wmd: .wms: .wmz: .wsc: .wsf: .wsh: .vbs`
- 2.10 Domain-wide block and allow lists can be modified using the Control Panel.
- 2.11 The techniques and methods used to attempt to identify unwanted sources of email are constantly refined and are subject to change at any time without notification.

3. Email Archiving

In-Tuition's Email Archiving Product provides a copy of all emails sent and received. The Product can be enabled using the Control Panel. The Product provides two levels of service:

- 3.1 Domain level archiving where a copy of all emails sent and received by all users on a domain are sent to a specified email recipient.
- 3.2 Zimbra Mailbox archiving which is enabled on a per Mailbox basis and where all emails sent and received by the specified Mailbox are copied to a hidden Zimbra mailbox which is not accessible ordinarily to the primary Mailbox owner. Customers with this feature enabled can request discovery searches across 1 or more mailboxes by raising a Ticket using the Control Panel.

4. Ancillary Services

The following ancillary services may be ordered at any time via the Control Panel:

- Domain Name Registration – the management of the registration of Domain Names
- Domain Name Transfers – the management of the transfer of Domain Names between Registrars and / or Domain Name website hosting services
- The provision of SSL Certificates

5. Security and Service Management

- 5.1 The Email Services platform comprises a number of virtual servers, storage, interconnecting networks and software which underpins the Services.
- 5.2 In-Tuition is responsible for and shall maintain an appropriate level of virtual servers, storage and network bandwidth on the Email Services platform.

- 5.3 Connectivity to the Email Services is achieved via leased lines or the Public Internet; such connectivity is not provided under the terms of this Agreement but may either be provided by In-Tuition under the terms of other agreements or by a third-party supplier.
- 5.4 The performance of the Email Services is continuously monitored by In-Tuition; Issues and potential Issues are fully managed and resolved by In-Tuition.
- 5.5 Physical Security
- The Email Services platform resides in data centres located in the UK and Ireland
 - The data centres have comprehensive and wide-ranging certifications including ISO 27001, CSA Star Level 2, SOC 1, 2 and 3 and PCI-DSS Level 1
 - There is no physical access for customers to the data centres
 - The Email Services platform is designed as a multi tenant capable system to ensure segregation of Customer Data at all times
 - The Email Services platform is protected by multiple security systems including cloud native security controls provided by the data centre operator and firewalls which are fully managed by In-Tuition

6. Service Level Agreement

- 6.1 In-Tuition's Service Level Agreement is set out in the document "In-Tuition Networks Ltd Standard Service Level Agreement", which is available for download from the Control Panel.
- 6.2 Failure by In-Tuition to meet the targets set out in the Service Level Agreement shall not be deemed a breach of this Agreement.

7. Maintenance and Upgrades

- 7.1 In-Tuition's Email Services platform is regularly updated to keep pace with operating system and application vendor's software releases and patches. In-Tuition does not guarantee that every vendor release or patch will be automatically deployed.
- 7.2 Access to Mailboxes may be blocked during maintenance windows and for a short period (usually a few seconds but sometimes a few minutes if the Mailbox is very busy) during the finalisation of a backup.

8. Complaints Handling

- 8.1 If dissatisfied with any Services-related matter, the Customer should make a complaint by raising a Ticket in the Control Panel.
- 8.2 Complaints will be responded to within three Working Days.