

Website Hosting AGREEMENT



AGREEMENT Date: « INSERT DATE »

BETWEEN:

(1) MJW Consulting (a trading name of Neves and Wire Associated Ltd), a company registered in United Kingdom under number 08457248 whose registered office is at 3 Straightmead, Litton, Somerset BA3 4GW ("the Host")

and

(2) « NAME OF CLIENT » [a company registered in « COUNTRY OF REGISTRATION » under number « COMPANY REGISTRATION NUMBER » whose registered office is at « INSERT ADDRESS » ("the Client").

WHEREAS:

(1) The Host carries on the business of website hosting, providing website hosting facilities and related services to clients using all appropriate hardware connected to the World Wide Web via the Internet.

(2) The Client wishes to engage the Host to provide website hosting and related services subject to the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1. Unless the context otherwise requires, each reference in this Agreement to:

"Acceptance"	means the acceptance by the Client of the Website in accordance with Clause 4.
"Acceptance Tests"	means the tests to be carried out on the Website as set out in Clause 4.
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in United Kingdom.
"Client Site Materials"	means any and all content provided by the Client to the Host for incorporation into the Website.
"Commencement Date"	means the date of this agreement.
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other

	Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such).
“Data Protection Legislation”	means the Data Protection Act 2018 and (for so long as and to the extent that EU law has legal effect in the UK) EU Regulation 2016/679 General Data Protection Regulation (the GDPR) and any other directly applicable EU regulation pertaining to privacy.
“personal data”, “data subject”, “data controller”, “data processor”, “personal data breach”	shall each have the meaning defined in Article 4 of the GDPR.
“Defect”	means any failure in the Website that causes it to fail any part of the Acceptance Tests.
“Defect Report”	means a report of Defects compiled by the Host as described in sub-Clause 4.4.
“Hosting Fees”	means the sums to be paid by the Client to the Host for the Hosting Services, as agreed by the Parties, as set out in SCHEDULE 3.
“Hosting Services”	means the services to be provided by the Host pursuant to this Agreement, as set out in the Hosting Specification.
“Hosting Service Levels”	means the service levels in accordance with which the Host shall provide the Hosting Services, as set out in Hosting Service Levels of SCHEDULE 1.
“Hosting Specification”	means a document setting out the particulars of the hosting services to be provided by the Host to the Client, attached in Hosting Specification of SCHEDULE 1.
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights (including moral rights), trade marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms or

	protection which either subsist or will subsist now or in the future in any part of the world.
“Non-Host Defect”	means any failure in the Website that causes it to fail any part of the Acceptance Tests that has been caused by an act or omission of the Client, or by any other party associated with the Client for whom the Host has no responsibility.
“Project Manager”	means a person appointed by either Party under sub-Clause 3.1.
“Retest Period”	means the period within which the Acceptance Retests shall be carried out, as specified in sub-Clause 4.8.
“Site Software”	means the software for the Website commissioned by the Client as set out in SCHEDULE 2.
“Testing Period”	means the period within which the Acceptance Tests shall be carried out, as specified in sub-Clause 4.2.
“User Content”	means any and all content uploaded or otherwise submitted to the Website by its users.
“Website”	means the Client’s website to be hosted by the Host pursuant to this Agreement.

- 1.2. Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means.
 - 1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
 - 1.2.3. “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time.
 - 1.2.4. a Schedule is a schedule to this Agreement; and
 - 1.2.5. a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.6. a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4. Words imparting the singular number shall include the plural and vice versa.
- 1.5. References to any gender shall include any other gender.
- 1.6. References to persons shall include corporations.

2. The Hosting Services

- 2.1. The Parties have prepared and agreed upon the Hosting Specification for the Website as set out in Schedule 1.

- 2.2. The Host shall host the Website in accordance with the Hosting Specification and the Hosting Service Levels.
- 2.3. The Client shall make available to the Host all Client Site Materials and Site Software and provide necessary access to other services (eg. DNS) that the Host requests in order to complete the transfer on the agreed date.
- 2.4. Upon receipt of the Client Site Materials and Site Software, the Host shall make ready the Website for the Acceptance Tests by the agreed date.
- 2.5. Following Acceptance by the Client, the Host shall provide the Hosting Services in accordance with this Agreement, the Hosting Specification, and the Hosting Service Levels.

3. Project Management and Reporting

- 3.1. Each Party shall appoint a Project Manager who shall be responsible for liaising with the other Party on all matters under this Agreement. Each Project Manager shall have the necessary knowledge and experience of all relevant matters, and the authority to commit the Party by whom they are appointed.

4. Acceptance Testing

- 4.1. As of the agreed date, the Website shall be made available for testing by the Client.
- 4.2. The Client shall have an agreed Testing Period during which it shall carry out their Acceptance Tests.
- 4.3. In the event that the Acceptance Tests are not passed, the Client shall inform the Host at the end of the Testing Period of all Defects in writing.
- 4.4. Upon receipt by the Host of the Client's information under sub-Clause 4.3, the Host shall have an agreed Period to compile the Client's reports of Defects into a Defect Report which the Host shall provide to the Client in writing by the end of that period.
- 4.5. Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable time to discuss the Defects and to agree upon solutions and a suitable timetable for implementing such solutions.
- 4.6. In the event that a fault or failure is found to have been caused by an act or omission of the Client, or by any other party associated with the Client for whom the Host has no responsibility, such a Non-Host Defect shall not be considered a Defect for the purposes of the Acceptance Tests. If only Non-Host Defects are present, the Website shall be deemed to have passed the Acceptance Tests and the provisions of sub-Clause 4.10 shall apply.
- 4.7. Defects shall be remedied by the Host at no additional cost to the Client. The Client may request that the Host remedy any Non-Host Defects, however the Host shall reserve the right to charge the Client in full for such remedial work at its then-current rates for such work and to require full payment of the same in advance.
- 4.8. The Website shall be deemed to have been accepted when all Acceptance Tests have been passed and no Defects remain (excluding Non-Host Defects and any Defects accepted by the Client). Upon successful completion of the Acceptance Tests, the Client shall confirm the same.

5. Fees and Payment

- 5.1. The Client shall pay to the Host the Hosting Fees, calculated in accordance with SCHEDULE 3, within 30 days of receipt of the Host's invoice for the same.
- 5.2. No VAT shall be charged on any and all sums invoiced under this Agreement as the Host is not VAT registered.

6. Website Hosting

- 6.1. The Host shall provide the Client with access to its server for the purposes of enabling the Client to update information on the Website and update the Website with Client Site Materials.
- 6.2. The Host shall only update the Website with Client Site Materials. The Host shall have no control over User Content and shall not be responsible for monitoring the same.
- 6.3. Notwithstanding sub-Clause 6.2, if the Host reasonably believes that any content on the Website (including, but not limited to User Content and Client Site Materials) is unlawful or otherwise offensive (including, but not limited to, material that is obscene, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party), it shall inform the Client immediately of such content and shall remove the same immediately.
- 6.4. The Host shall comply immediately with any written request from the Client to remove any content (whether Client Site Materials, User Content, or otherwise) from the Website, or to prevent any party from accessing the Website.

7. Intellectual Property

- 7.1. The Client shall retain all Intellectual Property Rights subsisting in the Client Site Materials and the Site Software. The Client hereby grants a non-exclusive licence to the Host to use the same to the extent required to host the Website and perform its obligations under this Agreement. The licence is revoked on termination of this Agreement.
- 7.2. All Intellectual Property Rights subsisting in the Website (including, but not limited to, any and all content and any domain name registered on behalf of the Client by the Host) arising in connection with this Agreement shall be the property of the Client. The Host hereby assigns the same to the Client with full title guarantee.

8. Warranties

- 8.1. Each Party hereby warrants to the other that it has the full power and authority to enter into, and perform its obligations under, this Agreement.
- 8.2. The Host shall perform its obligations under this Agreement with reasonable care and skill in accordance with generally established and recognised practices and standards prevailing in the website hosting industry.

- 8.3. The Host shall not be liable for any defects that arise out of modifications made to the Website by the Client or any third-party without the direct involvement of the Host.

9. Liability

- 9.1. The Host will host and support the specified Site Software as is with no guarantee of suitability to your purpose either explicit or implied.
- 9.2. Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by that Party's negligence; fraud; any breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; the deliberate or wilful misconduct of that Party, its employees, agents, or sub-contractors; or for any other form of liability which cannot be limited or excluded by law.
- 9.3. The Host shall not be liable to the Client for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.
- 9.4. Subject to sub-Clause 9.2, the Host's liability to the Client in respect of any claims based on any events in any calendar year arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise shall be limited to the total amount paid under the contract at the date of the of the claim.

10. Data Protection

- 10.1. All personal data that the Parties may use in connection with this Agreement shall be collected, processed, and held in accordance with the provisions of the Data Protection Legislation. Nothing in this Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.

11. Data Processing

- 11.1. The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 11 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 11.2. For the purposes of the Data Protection Legislation and for this Clause 11, the Client is the data controller and the Host is the data processor.
- 11.3. The Client shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Host for the purposes described in this Agreement.
- 11.4. The Host shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
- 11.4.1. process the personal data only on the written instructions of the Client unless the Host is otherwise required to process such personal data by law. The Host shall promptly notify the Client of such processing unless prohibited from doing so by law;

- 11.4.2. ensure that it has in place suitable technical and organisational measures (as approved by the Client) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures;
- 11.4.3. ensure that any and all of its employees with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
- 11.4.4. not transfer any personal data outside of the European Economic Area without the prior written consent of the Client and only if the following conditions are satisfied:
 - a. the Client and/or the Host has/have provided suitable safeguards for the transfer of personal data;
 - b. affected data subjects have enforceable rights and effective legal remedies;
 - c. the Host complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - d. the Host complies with all reasonable instructions given in advance by the Client with respect to the processing of the personal data.
- 11.4.5. assist the Client at the Client's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office).
- 11.4.6. notify the Client without undue delay (ie. within 2 hours) on becoming aware of a personal data breach.
- 11.4.7. on the Client's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Client on termination of this Agreement unless it is required to retain any of the personal data by law; and
- 11.4.8. maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 11 and to allow for audits by the Client and/or any party designated by the Client.
- 11.5. In the event that the Host sub-contracts its obligations with respect to the processing of personal data under sub-Clause 11.4.1, as between the Client and the Host, the Host shall remain fully liable for all acts and omissions of the sub-processor.
 - 11.5.1. The sub-processor shall be bound by these same terms and by the same confidentiality and duty of care to data and systems as the Host.
 - 11.5.2. The Client shall be notified within 24 hours if their data is accessed by a sub-processor.

12. Network and Information Systems Security

- 12.1. The Host has in place appropriate security measures to protect its network and information systems as defined in System and Facility Security of SCHEDULE 4.
- 12.2. The Host shall notify the Client immediately in the event that it becomes aware of any security incident affecting its network and information systems that has the potential to affect the Client. The Host shall respond without undue delay to any and

- all queries or requests from the Client with respect to any such incident, irrespective of whether that incident has been discovered by the Client or the Host, and at all times keeping in mind the extent of any reporting obligations applicable to the Client under the Network and Information Systems Regulations 2018 (the “NIS Regulations”) and any other statutory or regulatory time limits with which the Client is required to comply.
- 12.3. The Host shall use reasonable endeavours to ensure business continuity for the Client at all times as defined in Business Continuity of SCHEDULE 4.
- 12.4. The Host shall at all times co-operate fully with the Client with respect to compliance with the NIS Regulations. Such co-operation and compliance shall include, but not be limited to, requests for information in the event of security incidents (suspected or actual) and inspections by regulatory authorities.

13. Confidentiality

- 13.1. Each Party undertakes that, except as provided by sub-Clause 13.2 or as authorised in writing by the other Party, it shall, at all times during the term of this Agreement and after its termination or expiry:
- 13.1.1. keep confidential all Confidential Information;
 - 13.1.2. not disclose any Confidential Information to any other party;
 - 13.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 13.1.4. not make any copies of, record in any way, or part with possession of any Confidential Information; and
 - 13.1.5. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 13.1.1 to 13.1.4 above.
- 13.2. Either Party may:
- 13.2.1. disclose any Confidential Information to:
 - a. any sub-contractor or supplier of that Party;
 - b. any governmental or other authority or regulatory body; or
 - c. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
 - 13.2.2. to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the design, development, and hosting of the Website), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 13.2.1.b or any employee or officer of any such body) obtain and submit to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 13, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 13.2.3. use any Confidential Information for any other purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 13.3. The provisions of this Clause 13 shall continue in force in accordance with their terms indefinitely, notwithstanding the termination of this Agreement for any reason.

14. Term and Termination

- 14.1. This Agreement shall commence on the Commencement Date and, subject to the provisions of this Clause 14, may be terminated at any time by giving notice 2 months in advance. The minimum term is 3 months.
- 14.2. Without prejudice to any other rights or remedies which may be available to it, either Party may terminate this Agreement with immediate effect by written notice to the other Party if:
 - 14.2.1. any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 60 days of the due date for payment;
 - 14.2.2. the other Party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 14.2.3. an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 14.2.4. the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 14.2.5. the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction);
 - 14.2.6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 14.2.7. that other Party ceases, or threatens to cease, to carry on business; or
 - 14.2.8. control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
 - 14.2.9. In the event of a change in legal ownership triggered by 14.2.3 or 14.2.9 the Client shall be notified immediately.
- 14.3. The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations, or liabilities which have already accrued to either of the Parties under this Agreement.
- 14.4. On the termination or expiry of this Agreement:
 - 14.4.1. all licences granted to the Host by the Client under this Agreement shall terminate immediately;
 - 14.4.2. the Host shall return all Client Site Materials and Site Software in its possession to the Client without undue delay;
 - 14.4.3. the Host shall provide an electronic copy of the Website, including all content on the Website at that point in time, to the Client without undue delay;
 - 14.4.4. the Host shall provide all such assistance as is reasonably required by the Client in order to transfer the Website to another host, subject to payment by the Client of any and all reasonable costs incurred by the Host in providing such assistance; and
 - 14.4.5. any provision of this Agreement that either expressly or impliedly survives the expiry termination of this Agreement shall remain in full force and effect.

14.4.6. the Host shall delete all Client Site Materials, Site Software and access credentials in its possession without undue delay.

15. Force Majeure

15.1. Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.

15.2. In the event that either Party to this Agreement cannot perform their obligations hereunder as a result of force majeure, the affected Party shall be entitled to a reasonable extension of the time for performing those obligations.

16. Assignment and Sub-Contracting

16.1. Subject to sub-Clause 11.5, the Host shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Host.

17. Relationship of the Parties

17.1. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

18. Third Party Rights

18.1. Unless expressly stated otherwise, no part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

18.2. Subject to this Clause 18 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

19. Notices

19.1. All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

19.2. Notices shall be deemed to have been duly given:

19.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

19.2.2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

- 19.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 19.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 19.3. In each case notices shall be addressed to the most recent e-mail address notified to the other Party.

20. Entire Agreement

- 20.1. This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 20.2. Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

21. Counterparts

- 21.1. This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

22. Severance

- 22.1. In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

23. Law and Jurisdiction

- 23.1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 23.2. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Host by:
« Name and Title of person signing for Host »

Authorised Signature

Date: _____

SIGNED for and on behalf of the Client by:
« Name and Title of person signing for Client »

Authorised Signature

Date: _____

SCHEDULE 1

Hosting Specification

- ◆ Security updates for CMS/CiviCRM applied automatically (we reserve the right to charge an agreed, additional fee if either the CMS or CiviCRM has customisations/modifications from the original released versions).
- ◆ Control panel/SSH access (cPanel).
- ◆ Automated daily backups of your site and database.
- ◆ Monitoring and recovery should the site go off-line for any reason.
- ◆ Ad-hoc support (normally available during working hours, but response time not guaranteed – 30 minutes per month free – does not roll-over).
- ◆ Managed Bulk email service (for sending mailshots / newsletters etc).
- ◆ Fast, distributed DNS service if we host your domain.

Hosting Service Levels

All support requests should be made using our issue tracking system. We do not guarantee a response if the support request is not reported via our issue tracking system.

Normal working hours are Business Days 0900-1700 UK time.

Response times guaranteed during working hours. For issues outside of our control we cannot guarantee a resolution time (for example external DNS outages, AWS infrastructure outages). We always try to resolve issues as quickly as possible.

For critical issues we guarantee a response time of 2 hours, but we would normally be automatically notified after 5 minutes in the event that a site was unreachable.

For all other issues we normally respond within 24 hours.

SCHEDULE 2

Site Software

Drupal or Wordpress + CiviCRM

SCHEDULE 3

Hosting Fees

Migration to our servers	FREE (subject to a maximum of 2 hours to perform the migration).
Hosting Fee	£60 per month
Test/Development site	£10 per month
Development/Support/Consultancy	£85 per hour

These fees are valid for two years from the date of the agreement. After two years we reserve the right to change our fees but will provide 90 days notice with the option to terminate the agreement or accept the new fees.

SCHEDULE 4

Host's Network and Information Security Systems

1 System and Facility Security

Access to servers is via key-based authentication and two-factor authentication where possible. Where passwords and other credentials are used they are stored using a secure password management tool which allows us to use complex, secure passwords that we do not need to remember. Wherever possible access to servers is configured per-user rather than per-system so that we can audit changes and manage access effectively.

All laptops are fully encrypted and the only time we may hold sensitive client data is during a data migration or during complex troubleshooting that requires intrusive testing. Data is removed as soon as it is no longer required.

We regularly test our servers using various tools to validate compliance to standards and security. For example:

- <https://www.ssllabs.com/ssltest/>

Our servers are protected by "ConfigServer Firewall" <https://configserver.com/cp/csf.html> which actively prevents attempts to access the servers.

We use "industry standard" systems, our servers are based on a pre-configured "template" that we manage on AWS. They use a fairly standard configuration as provided by the WHM/cPanel software.

2 Business Continuity

Our server "hardware" is covered by Amazon Web Services SLA (https://aws.amazon.com/compute/sla/?nc1=h_ls) which specifies 99.99% uptime.

Automated backups are generated by the cpanel backup tool and can be imported into any "cpanel" hosting system.

Should MJW cease trading for any reason (we're not intending to!) all services would transfer to Third Sector Design with no loss of service.

MJW and Third Sector Design (<https://thirdsectordesign.org/>) operate a cooperate arrangement whereby we can, if required, provide mutual support. We operate under the provisions of GDPR via bi-directional data sub-processor agreements so support will always be available during office hours.

3 Monitoring

Our systems have monitoring and intrusion detection systems, both externally and internally. Attempts to gain access are blocked automatically.

SCHEDULE 5

Data Protection and Third Party Services

Servers	Amazon Web Services (Ireland)
Email	Amazon Web Services (Ireland)
Backups	Amazon Web Services (Stockholm)
DNS	BuddyNS - https://www.buddyns.com - distributed worldwide (the only data shared is the IP address of the server and domain name).