

Tierpoint Vendor Terms & Conditions

Client is subject to overage charges for storage used in excess of the amounts set forth herein.

Services to commence at the time agreed by the parties, and are subject to the provisioning and availability of the Provider's platform. Services are provided for the term set forth in this agreement, and such term will renew automatically at the anniversary date of the term, unless either party provides ninety (90) days' notice of its intent not to renew the Services.

Client authorizes Alphaserve to act on its behalf to initiate and modify the services provided by Tierpoint, and to accept terms relating to the service provided by Tierpoint. The services provided by Tierpoint will be supported and managed by Alphaserve only where Client has subscribed in writing to the relevant managed services offered by Alphaserve which correspond to the services provided by Tierpoint. Where Alphaserve provides support and management of the services provided to Client by Tierpoint, Alphaserve will follow the implementation recommendations made by Tierpoint.

The services provided by Tierpoint described in this agreement are subject to the terms, conditions and service level agreements imposed by Tierpoint, ("the Tierpoint Terms") including but not limited to the terms currently provided at <http://www.tierpoint.com/THS/msa.pdf>, <http://www.tierpoint.com/THS/sla.pdf>, and <http://www.tierpoint.com/acceptable-use-policy/>. The Tierpoint Terms shall apply to this order and all future Tierpoint services provided to Client. The Tierpoint Terms shall be Client's sole remedy in respect of any service level breach or other breach.