

Send the contract via fax to **+39 0331 1962019**
or by email to **contracts@grafikando.com**

Order form for the supply of web Hosting GRK services (v. 2.2/2011)

A) Customer details

Company name	.....
Headquarter address	.....
Address for invoicing	.....
VAT number	.....
Tax code	.....
Phone	.....
Fax	.....
E-mail	.....
Legal Representative	
First and last name	.....
Place and date of birth	.....
Tax code	.....
Technical contact	
First and last name	.....
E-mail	.....

B) Hosting Plans

Just Web Hosting Basic Hosting Start Hosting Business Hosting Advanced Hosting Customized

C) Domain management

	domain name	Register	Transfer	None (other maintainer)
main domain	www.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2° domain	www.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3° domain	www.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4° domain	www.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5° domain	www.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6° domain	www.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Warning! The costs of registration or transfer of each domain are not included in this contract

D) Additional services (not included in the hosting plans)

.....
.....

E) Methods and terms of payment

The customer confirms that: they have correctly filled in this form; they have read and accepted the details of the chosen Hosting plan and have read and accepted the contractual Terms & Conditions attached to this document. We remind that the we will start the service after the confirmation of the payment. It's possible paying with: Credit Card, **Bank transfer** on the bank:

Intesa San paolo Spa - IBAN IT 73 J 03069 22800 10000011797 - BIC BCITITMM

F) Attachment

Place Date.....

- Copy of the ID card of the legal representative
- Technical data sheet of the chosen hosting plan

Stamp and sign (of the legal representative or of the Responsible Delegate)

www.grkhosting.com

Grafikando s.r.l.

Registered Office
Operating Office

Via Fornaroli, 64 - 20013 - Magenta (MI) ITALY
Via D.Crespi, 1 - 21052 - Busto Arsizio (VA) ITALY
Tel. + 39 0331 1966463/64
Fax + 39 0331 1966465

COMPANY INFO

VAT NUMBER/FISCAL CODE: IT05814140967
Business register Number: 05814140967
Register Office (C.C.I.A.A.): MILANO - Number (R.E.A.) 1850299
Share Capital: Euro 10.000,00 i.v.

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Terms and Conditions of the web Hosting contract (v. 2.2/2011)

1) PARTS DEFINITION

1.1) This contract for the provision of Web Hosting is undertaken between GRAFIKANDO s.r.l., with headquarter in Via Fornaroli, 64 Magenta (MI) P.IVA 05814140967 henceforth referred to simply as "GRAFIKANDO", and the CLIENT, as in the person authorised to undertake this contract.

2) SUBJECT OF THE CONTRACT

2.1) In order for GRAFIKANDO to provide the chosen Hosting service to the CLIENT, the CLIENT is required to enter into a contract with GRAFIKANDO and accept the details of the Hosting plan and the Terms and Conditions hereby presented.
2.2) The CLIENT accepts these Conditions and agrees to respect the Terms for the provision of the service, to abide by the general Privacy policies, and to respect the terms for payment of the service.
2.3) Under no circumstances can the service be fully or partially transferred to other parties, without prior written agreement and without authorisation by one of GRAFIKANDO representatives.

3) DURATION OF THE CONTRACT AND AUTOMATIC RENEWAL

3.1) The Hosting services are provided with a yearly fee, payable in advance by the CLIENT, based on the relevant scale of charges and rates applicable for the required service at the time of signing.
3.2) The service is provided for 12 (twelve) months and it is automatically renewed every year, on the anniversary date, for the same subscription period.
3.3) The Terms of the contract are valid even if the service is only partially or only temporarily used.
3.4) If the CLIENT wishes to terminate the contract, the CLIENT must request so in writing at least 30 days prior to the due renewal date of the contract.

4) OBLIGATION PROHIBITIONS AND RESPONSIBILITIES OF THE CLIENT

4.1) GRAFIKANDO is in no way liable for the data and contents published by the CLIENT.
4.2) The CLIENT agrees and undersigns that GRAFIKANDO is in no way liable for any damages caused directly or indirectly by the CLIENT's use of the services provided.
4.3) The CLIENT agrees and undersigns that GRAFIKANDO cannot in any way be held responsible, and cannot therefore be involved in legal actions, government actions, charges, losses, economical or moral damages, legal expenses of any kind, third-party liability or penalties caused by inappropriate or illegal use by the CLIENT of the host services provided by GRAFIKANDO. Under these circumstances GRAFIKANDO will have full right to terminate the service immediately and without warning.
4.4) The CLIENT makes use of the hosting services provided by GRAFIKANDO and takes full responsibility for his/her actions.
4.5) The CLIENT agrees to keep the access details provided by GRAFIKANDO for using the hosting services (user name, password) and agrees not to distribute them to third parties. GRAFIKANDO is in no way responsible for their safe keeping.
4.5) It is strictly forbidden for the CLIENT to use the services provided by GRAFIKANDO for spamming (unauthorised and unwanted advertising) and for purposes that are illegal, damaging or slanderous. It is also illegal to publish any of the following:

- Material which is pornographic, of a paedophile or erotic nature, obscene.
- Material covered by copyright.
- Material which is offensive and immoral.
- Material which is against public order.
- Material obtained illegally (documents protected by others, pirate software, unauthorised copies).
- Material which goes against current laws.
- Software or connections IRC, P2P, OpenNAP.
- Hiperlinks to websites containing any kind of illegal material.
- The creation or the connection with SPAMMING systems, or the creation or diffusion of computer viruses

4.6) The CLIENT will be liable for themselves and for their colleagues, business partners and suppliers to ensure that the hosting services are not used illegally or in any way that goes against current laws.
4.7) In circumstances where the service is interrupted as a result of illegal use by the CLIENT, GRAFIKANDO cannot be held liable and hence cannot be prosecuted or sued for damages or alleged damages declared by the CLIENT or other third parties.

5) TERMINATION

5.1) In the event that the CLIENT wishes to terminate the contract before the contractual date of termination, the CLIENT will still be liable to pay any outstanding amount.
5.2) GRAFIKANDO reserves the right to suspend the service at any stage as a result of any technical negligence by the CLIENT that could damage the software and data infrastructure. As a result of this, GRAFIKANDO may, based on the entity of any damage caused, request compensation for costs sustained in order to restore the services and repair damages.
5.3) GRAFIKANDO will notify the CLIENT in writing at least 30 days in advance if it is deemed necessary to suspend the service provided for reasons other than those mentioned in point 6.2. Correspondence will be sent to the address provided on the Order Form on Page 1 of this contract. GRAFIKANDO cannot be held responsible or accused of breach of contract if the address has changed and GRAFIKANDO has not been duly notified.

6) LIMITED LIABILITY FOR GRAFIKANDO

6.1) GRAFIKANDO will not be liable under any circumstances for interruptions or limited access to the service due to malfunctioning of the energy or telephone network which are not under GRAFIKANDO's direct control.
6.2) GRAFIKANDO will not be liable under any circumstances for interruptions to the service due to natural causes or wilful events such as: fires, earthquakes, terrorist acts, riots, strikes and other unexpected circumstances that prevent the provision of the service.

7) PAYMENTS AND MISSED PAYMENTS

7.1) The CLIENT must pay the agreed fee for the hosting service within 10 days of receiving the invoice.
7.2) GRAFIKANDO has the right to revise its fees from time to time and will notify the CLIENT of any changes at least 60 days in advance, in order to enable the client to decide whether to continue or terminate the contract. In order to terminate the contract the CLIENT must send written instructions as per point 3.4) In the absence of a request for termination, the contract will be automatically renewed under the revised price in accordance with point 3.2).
7.3) If the CLIENT does not pay the fee for the service by the due date, GRAFIKANDO is authorised to

suspend all services being provided to the CLIENT. The CLIENT will have a grace period of 15 days during which to pay the invoice to reactivate the service, then the services will be terminated and the invoice will be nullified.

7.4) In order to reactivate a service which has been suspended due to missed payment, the CLIENT will be required to pay an additional 20% of the due amount, to cover costs of the additional work involved.

8) WARRANTY OF SERVICE

8.1) GRAFIKANDO undertakes to provide the hosting service chosen by the CLIENT for 365 days per year. In the event of unexpected faults or malfunctioning of Hardware or Software outside of GRAFIKANDO's control, GRAFIKANDO guarantees that it will do everything possible to reduce any down time and to restore service as soon as possible.
8.2) GRAFIKANDO will periodically schedule maintenance work aimed at improving the service provided. These tasks are usually scheduled on a Saturday or a Sunday in order to minimise the impact to our customers. GRAFIKANDO will notify the CLIENT by email at least 4 days in advance with details of any likely interruption due to maintenance.

9) PROVISION OF THE SERVICE

The hosting service is provided in accordance with the Technical Details of the chosen plan.

10) MAINTENANCE AND SUPPORT

10.1) Maintenance and Support apply only to the areas necessary for the provision of the service and listed within the Technical Details of the chosen hosting plan.
10.2) Maintenance and Support is not available for any application or hardware supplied by the CLIENT, for which GRAFIKANDO is not responsible.
10.3) Any application that for whatever reason needs to interface with GRAFIKANDO's server infrastructure must be analysed by one of our technical experts. Applications and scripts of any nature that excessively drain the system resources will be blocked.
10.4) If the CLIENT installs without authorisation applications or scripts that can compromise the system, the service will be immediately suspended in order to investigate the cause of the malfunction and, if necessary, to exclude the offending code. The costs of such operations will be charged to the CLIENT.

11) RESOLUTIVE CLAUSE

GRAFIKANDO has the right to terminate the contract effective immediately in case of breaching of clauses 4 or 7. In such circumstances, GRAFIKANDO still retains the right to receive any due payments for the provision of the service, even if not fully utilised by the CLIENT.

12) GOVERNING LAW

Both parties hereby submit to the exclusive jurisdiction of the Foro of Milan for this agreement.

13) REGISTRATION

This agreement will be registered only if executed.

14) CORRESPONDENCE

Any written correspondence will be sent to the Address provided on the Order Form on Page 1. Any changes to the Address details must be promptly communicated to GRAFIKANDO. GRAFIKANDO cannot be held responsible if the CLIENT does not receive important correspondence because the CLIENT has not provided up-to-date Address details.

Date Stamp and Signature

15) HANDLING OF PERSONAL DATA

Personal data supplied by the CLIENT is protected in accordance with the Code of Practice for Consumer Protection in e-commerce.
The CLIENT gives consent for the use of personal details for the purposes required to full fill this contract Grafikando s.r.l., with headquarter in via Fornaroli, 64 - Magenta - MI - Italy (as required by Italian law 196/2003).
The consent to use the data is strictly limited to the commercial agreement established with this contract. If no consent is given the contract is considered invalid and will therefore not be executed.

16) SYSTEM LOG

The CLIENT is informed and accepts the existence of the Systems LOG (LOG - automated flow data), kept by GRAFIKANDO in accordance with the law. These logs are the evidence of the operations made by the CLIENT towards GRAFIKANDO or others with the GRAFIKANDO servers; the data are kept in accordance with the security laws, and will be at the disposal of the authorities if required.
The CLIENT is also informed and accepts that GRAFIKANDO will keep these data for the period required by the law.

Date Stamp and Signature

I have read and understood all the clauses and paragraphs listed in this contract, and have taken due notice of items 4 and 7 in particular. I am aware of the commitment undertaken with this contract and intend to respect all Terms and payments relevant to the chosen products and services, as detailed on the Order Form.

I accept and undersign what has been stipulated in this contract.

Hosting Business (V. 2.2/2011)

Hosting plan details

Disk space	4000 MB
Mounth traffic	40 Gbyte/mese
Caselle di posta	40
Database	2
FTP accounts	3
Minimum transfer rate	3Mb/s
Operating System	Linux Cent OS

Cost per year € 390,00 (VAT excluded)


Setup free

Activation time 24 h

Remember that the activation occurs after the payment confirmation.
Paragraph E) **Methods and terms of payment**

Technical details

› Management tools

Control Panel	✓	
Resource monitoring	✓	
File Manager	✓	
Folders access control	✓	

› Web server

Web Server	✓	Apache 2.0
SSL support	✓	
Multidomain support	✓	
Subdomains	✓	Unlimited

› Email services

Email alias	✓	Unlimited
Autoresponders	✓	
Supported protocols	✓	SMTP/POP3/IMAP4
SMTP domain	✓	
Authenticated email	✓	
Email goup	✓	
WebMail	✓	Roundcube/Horde/SquirrelMail
Antivirus	✓	
Antispam filter	✓	
Antispam protection customized	✓	

› Database

DBMS	✓	MySql 5.X
Control Panel	✓	PhpMyAdmin

› Server side scripting

Language:	✓	PHP 5.X
GD library	✓	2.X
DOM support for XML	✓	
SSI (Server side include)	✓	

› Security

Firewall	✓	
Automatic backup	✓	
Balancing clusters	✓	
Redundancy	✓	

› Statistics

Band used	✓	
Webalizer	✓	
AW Stats	✓	
Realtime Stats	✓	

› Assistenza

Telephone support	✓	
Online Help Ticket	✓	

Hardware

All **GRK professional hosting solutions**, are configured with: **Server Rack Dell PowerEdge, RAID 1 SAS 15,000 rpm, dual processor Xeon, 8 GB** of system memory, connectivity and redundant **power supply, daily backup system** both internal and **external NAS system**, active for **disaster recovery** of file and databases.

Data Center Details

The hosting infrastructure is operated from one of the Italy's leading data centres, Caldera Data Center, in the MIX di Milano campus, near the data room of several other operators. The whole surface is covered by floating floor, easy to be removed for the wiring and the maintenance, and a carrying capacity of over 1000Kg/m2. Under the surface are located the air ducts for the air conditioning, and the different conduit for the different wiring types. The power station and the UPS systems are located in a room apart from the data room, and the Diesel emergency engine is located outside the building, in a separate and protected area.

Security and Climate Control

An optimal operating environment is maintained at all times. The temperature in the technical space stays at 22°C (±2°C), with a humidity range of 50% (±10%). The badge access in all the entrances, the 24x7 security, and the ware recording and handling procedures are warranty of the total control of the people and ware entry and exit. The external glass surfaces are all walled, and there is a system of cameras and recording in order to improve the building security.

Fire detection and suppression equipment include:

- VESDA system for the fire detection (Very Early Smoke Detection Alarm), and a smoke and dust detection system: they detect the beginning fire and starts up the extinguishing systems and the fire alarm for the operators security.
- Sensor network, with a sensor placed every 2 meters. Each sensor is double: under and on the floor, in order to avoid false alarms.
- Gas FM200 extinguishing system, with 7 single cylinder systems and nozzles all over the ceiling and the floor. Extinguishing power: over 3000m3

Power Supply

- The power supply is very flexible and reliable, and it's made of the following plants:
 - Self 23.000 V Enel point, in medium voltage 23.000 V, to support the interior lines power on 220V and on -48V
 - Redundant processing equipment, for the 220V supply, and the -48V supply, necessary for the telecommunication equipment
 - Double UPS 220V system, designe to grant energy until the starting up of the Diesel emergency engine.
 - 4 battery, with a 6h autonomy for the -48V supply
 - Diesel emergency engine with a 1250KVA Perkins motor, outside the building
- All the plants are kept with a continuous maintenance and with constant operation testes.