

Service Specific Terms – IT Infrastructure as a Service (IaaS)

These Service Specific Terms (“IaaS Terms”) apply to the provision of IT Infrastructure as a Service by Artemis Cloud Services LLP (“Artemis”) to the Customer under the General Terms and Conditions.

1. Agreement

1.1 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) any agreed amendment/Amendment Notice, (2) Order, (3) Service Specific Terms, (4) IT Managed Services General Terms.

1.2 Each Order between Artemis and the Customer will incorporate the IT Managed Services General Terms and any applicable Service Specific Terms (together, the Agreement).

2. Service Description

2.1. Under the IaaS Service, Artemis provides the Customer with infrastructure bundles consisting of hardware, software, and associated support services for an all-inclusive monthly fee.

2.2. Bundles may include, without limitation, devices such as firewalls, switches, access points, networking equipment, and storage appliances, together with associated security or management software and support.

2.3. For clarity, the IaaS Service is provided strictly on a subscription basis. It does not constitute a sale, lease, or transfer of ownership of any equipment.

2.4. All outright purchases of equipment are governed exclusively by Artemis' separate Equipment Sales Agreement and not by these IaaS Terms.

3. Ownership and Title

3.1. All hardware and software provided as part of the IaaS Service (“Service Equipment”) shall remain the sole property of Artemis at all times.

3.2. The Customer acknowledges that no ownership, title, or proprietary rights in the Service Equipment are transferred to the Customer under these IaaS Terms.

4. Customer Responsibilities

4.1. The Customer is entitled to use the Service Equipment solely for its internal business purposes during the Service Term.

4.2. The Customer shall use the Service Equipment in accordance with applicable laws, manufacturer guidelines, and reasonable instructions issued by Artemis.

4.3. The Customer shall not modify, tamper with, or install unauthorised software on the Service Equipment without prior written consent from Artemis.

5. Maintenance, Warranty and Support

5.1. Artemis shall remain responsible for the maintenance, repair, and (where required) replacement of the Service Equipment during the Service Term.

5.2. Artemis shall ensure that the Service Equipment remains covered by the manufacturer's warranty and support for the duration of the Service Term.

5.3. At the Service Equipment's End of Life (EoL), Artemis shall, upon the Customer's written request, replace the Service Equipment with a suitable alternative at no additional capital cost to the Customer, subject to continued payment of the applicable monthly fees.

6. Return of Service Equipment

6.1. On expiry or termination of the Service Term, the Customer shall, at its own expense, return all Service Equipment to Artemis in good working condition (fair wear and tear excepted).

6.2. The Service Equipment must be received by Artemis no later than fourteen (14) days after the date of expiry or termination.

6.3. If the Customer fails to return the Service Equipment within this period, or returns it in a damaged condition (other than fair wear and tear), Artemis may invoice the Customer for the replacement cost of the affected Service Equipment, payable immediately.

7. Charges

7.1. The Customer shall pay Artemis the all-inclusive monthly fees specified in the relevant Order Form.

7.2. The monthly fee covers provision of the Service Equipment, licensed software, warranty coverage, and support services as described in these IaaS Terms.

8. Risk and Insurance

8.1. While Artemis retains ownership of the Service Equipment, the risk of loss, theft, or damage shall pass to the Customer upon delivery and remain with the Customer for as long as the Service Equipment is in its possession or control.

8.2. The Customer shall take reasonable steps to protect the Service Equipment and, if requested by Artemis, maintain suitable insurance cover for the Service Equipment during the Service Term.

9. Termination

9.1. Termination of the IaaS Service shall not release the Customer from its obligations under clause 6 to return the Service Equipment.

9.2. Any outstanding charges, including replacement costs for unreturned or damaged Service Equipment, shall become immediately payable upon termination.