

MASTER SERVICE AGREEMENT

BETWEEN NETVOYAGER PLC ("we") and ("you")

We are delighted to be able to work with you and hope your entire relationship with us is positive. Your use of our services and our responsibilities to you are governed by the provisions stated in this agreement, so please read it carefully and let us know if there's anything you would like us to clarify.

1 HOW THIS AGREEMENT WORKS

You will be asked to sign a Service Order Form that states specific purchase terms for the services you have chosen. The Service Order Form incorporates this Master Services Agreement, a Service Level Agreement, and an Acceptable Use Policy by reference. When we use the term "Agreement" in any of these documents, we are referring collectively to all of them.

Some other words and expressions used have the following particular meanings:

"Acceptable Use Policy" means our hosting rules at <http://www.netvoyager.co.uk/general/legalsel.html>

"Fees" means the fees set out in the Service Order Form

"Initial Term" means the minimum term for which we will provide the Services

"One Time Install Fee" means our initial installation charge as set out on the Service Order Form or as otherwise agreed in writing between us

"Professional Services" means any non-standard professional consulting or support services provided by us without limitation

"Rules" means those in this Agreement, the Acceptable Use Policy and the Service Levels

"Netvoyager Technology" means our proprietary technology (including our software) and documentation and any related intellectual property rights and any improvements we make to any of it

"Service Order Form" shall mean the signed order form specifying the Services to be provided

"Services" means the services to be provided by us as set out in the Service Order Form

"Service Commencement Date" means the date on which we will commence providing the Services and is the date on which we generate an e-mail to you which enables you to send and receive information to and from the servers provided by us for the Services, or user accounts to login remotely

"Service Levels" means our service level commitments set out at <http://www.netvoyager.co.uk/general/legalsel.html>

"Supplemental Fees" means all fees payable by you in respect of Emergency Services, or Professional Services including without limitation reinstatement of service fees, fees for switching or upgrading servers, additional bandwidth fees all of which fees shall be in accordance with our then current prices and pricing policy

"Emergency Services" means the provision of certain services and equipment on a non recurring or emergency basis where such services are not included within the scope of the Services and we agree that the fees we will charge for any one emergency won't exceed one months normal fees without your consent

2 CONTRACT CREATION AND TERM

Subject only to credit approval being obtained, once we receive and sign your signed Service Order Form, this agreement comes into force on the Service Commencement Date. We will provide the Services from then throughout the Initial Term and continue afterwards until one of us ends the agreement under the clause headed "Ending this Agreement"

3 WHAT WE WILL DO FOR YOU

3.1 We will do what we reasonably can to perform the Services and any Emergency and Professional Services throughout both the Initial Term and any additional agreed period afterwards in accordance with the Service Levels. In return you agree to pay the Fees and any Supplemental Fees on time and agree to use the Services in accordance with our Rules and as we reasonably tell you.

3.2 We reserve the right to make changes to the Services and URL's and to establish procedures for the use of the Services. We may change the Rules by posting any amendments and alterations to the existing Rules on our website at www.netvoyager.co.uk to take effect 14 days from the date of posting. We will also endeavour to

notify you of changes to the "Rules" via your preferred email address.

- 3.3 We shall do what we reasonably can to maintain a 24 hour Internet presence for the services that you have subscribed to, but cannot guarantee continuous, uninterrupted use especially where we have to carry out routine maintenance, repairs, reconfigurations or upgrades or in circumstances beyond our control. In the event of network downtime we shall only be liable for only for the fees for proportional time the service is unavailable as outlined in our service level commitments for only the service components affected but won't otherwise be liable for failing to provide the Service.
- 3.4 We may monitor, intercept and block any content belonging to you or users of our solution, content or data for the purposes of ensuring that the Services are used lawfully. If we are asked to permit any relevant authority to inspect the content, you agree we can.
- 3.5 We will provide access to the service to you as soon as we can and within any guaranteed time set out in the Service Order Form but if we don't provide it within that guaranteed time due to our own fault then unless you fail to follow the Rules under this Agreement, we will give you a credit of half of the One-Time Install/set-up Fee. This credit may be used against any Fees except the One Time Install/set-up Fee.
- 3.6 Although the Services in general may not be error-free, you agree that minor errors won't mean we break this agreement. In the event that you tell us in writing of a material error which substantially affects your use of the Services, we shall do what we reasonably can to remedy the error.
- 3.7 Although we don't warrant that the Services or the Netvoyager Technology will be free from viruses, we will regularly check for the presence of viruses.
- 3.8 If you request off-site data backup, then on a weekly or monthly rotation at our discretion, we will store our supplied backup media/system off-site in a controlled environment (except whilst in transit).
- 3.9 We have our own business continuity plan for our own internal systems and encourage you to have your own business continuity plan to protect your systems and data. If you would like us to, we can help you create and implement your own plan but this will require a separate agreement.

4 PAYMENT

- 4.1 On the Service Commencement Date we will send you an invoice for the One Time Install Fee, and a prorated portion of the monthly or quarterly recurring fee for the partial first month.
- 4.2 After that, we will send you an invoice for all monthly or quarterly recurring Fees on the first day of each month.
- 4.3 We will send you an invoice for all Supplemental Fees and non-recurring fees (such as data excess charges and managed backup charges) either as soon as we have provided the Emergency or Professional Services or at the end of that month.
- 4.4 All payments will be made in the currency in the Service Order Form at the exchange rate at the date of the invoice.
- 4.5 We reserve the right to vary the Fees after the Initial Term and/or amend our payment terms or billing practices by giving you not less than 30 days prior written notice to take effect on the last day of the month following the month in which such notice is given. After the Initial Term, we may adjust the Fees no more often than once per twelve (12) month period.
- 4.6 Payment of all our invoices shall be due when delivered. If you don't pay within 28 days after the invoice date we can charge interest at 3% per year above the Bank of England's base lending rate from the invoice date until actual payment and on at least 4 days notice, suspend any or all of the Services until payment of the invoice, any interest above, and any sums due below are received by us.
- 4.7 All Fees are exclusive of applicable Value Added Tax or other relevant taxes, but are applicable if you are in the UK or EU.

5 WHAT YOU WILL DO

- 5.1 You confirm that you are at least 18 years of age and have authority to enter into this Agreement and that you have read and understood the Rules.
- 5.2 All Internet use is subject to security vulnerabilities and you acknowledge that a security breach could be disastrous for you as well as for us. We require you to use at least reasonable security precautions in light of your business and the Services you are using. If you are a reseller, you agree that you will require your customers to observe reasonable security standards. Our Acceptable Use Policy describes in detail some of the security precautions you should take.
- 5.3 Services are provided subject to your proper use and therefore, you undertake that your use of the Services will not:
- 5.3.1 be in breach of the Rules and any other applicable laws, codes or regulations including data protection
 - 5.3.2 involve theft, fraud, drug-trafficking, money-laundering and/or terrorism;
 - 5.3.3 incite violence, sadism, cruelty or racial hatred;
 - 5.3.4 facilitate prostitution or paedophilia; and
 - 5.3.5 be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing.
 - 5.3.6 introduce intentionally or knowingly into the Service any virus or other contaminating program
 - 5.3.7 be used to send unsolicited e-mails ("spam")
 - 5.3.8 disclose your login names, passwords and other confidential information relating to your access to the Services
 - 5.3.9 "spoof" other computer networks and users.
 - 5.3.10 unreasonably interfere with our other customers' use of our services
- 5.5 You agree that we may suspend Services without telling you and without liability if: (i) we believe that the Services are being used in violation of the Rules; (ii) you don't cooperate with our investigation of any suspected violation of the Rules; (iii) there is an attack on our servers or other event for which we reasonably believe that the suspension of Services is necessary to protect our network or our other customers, or (iv) if required by law or regulation.
- 5.6 You acknowledge that in the course of providing the Services, we might be required to electronically reproduce your content by making transitory electronic copies.
- 5.7 You agree to reimburse us for our costs and expenses arising from any breach of the Rules or the breach of a third party's rights by you or your customer's or user's content, data or equipment.
- 5.8 All Netvoyager Technology, data, drawings, specifications, and documentation, disclosed are confidential. You agree to use it only for the purposes of this Agreement and otherwise keep it secret unless it becomes public knowledge through no fault of yours.

6 OWNERSHIP RIGHTS

- 6.1 Each of us agrees that this Agreement doesn't transfer any rights of ownership in the others technology or intellectual property. You agree not to try to get at our and our third party supplier's source code or other trade secrets.

7 LIABILITY

- 7.1 We agree to provide firewall protection stated in your Service Order Form but we are not liable to you if there is any unauthorised access to the service or solution we provide, content or data through use of our Services.

- 7.2 The credits given in the Service Levels are your only remedy for our failure to meet our warranted performances.
- 7.3 We will not be liable in any way for any increased costs or expenses, loss of profit business contracts revenues or expected savings or any special indirect or consequential damage whatsoever arising out of any provision or use of the Services or Professional or Emergency Services or of any error or defect in either or of the performance non-performance or delayed performance by us under this agreement.
- 7.4 Our total aggregate liability for any loss or damage arising out of, or in connection with, the Services or this Agreement will not exceed the actual Fees received by us during the previous 1 month of this Agreement.
- 7.5 Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.
- 7.6 Except for the warranties given in this agreement, all implied or other warranties are excluded to the extent we can legally do so
- 7.7 We won't be deemed to break this Agreement or be liable for any delay, failure of performance or interruption of the Services to you or loss caused by anything which is outside our reasonable control

8 OTHER PEOPLE'S PRODUCTS

- 8.1 At your request and subject to you entering into their standard contracts, we may provide third party software and/or services and may also provide product support for them.
- 8.2 If this agreement indicates that we will use Microsoft Software to provide the Services, you agree to the Customer License Terms for Microsoft Software that appear at <http://www.microsoft.com> and may also be at <http://www.netvoyager.co.uk/general/legalsel.html>, and agree that if you resell the Services you will require each of your customers to agree to those terms.
- 8.3 You agree that the use of third party products is in accordance with their standard contracts is at your sole risk and we are not responsible in any way for its performance, features or failures.

9 ENDING THE AGREEMENT

- 9.1 At the end of the Initial Term either party to this Agreement may end this agreement without reason by giving at least 30 days' notice in writing
- 9.2 We may end this agreement by notice in writing straight away if you:
- 9.2.1 break this agreement and if capable of being fixed, you have not fixed it within 7 days of our notice telling you to fix it; or
 - 9.2.2 are unable to pay your debts or enter into compulsory or voluntary liquidation or compound with or convene a meeting of your creditors or have a receiver or manager or an administrator appointed or cease for any reason to carry on business or take or suffer any similar action which in our opinion means that you may be unable to pay your debts.
- 9.3 Ending of this Agreement for whatever reason (i) won't affect any rights or obligations which have accrued prior to termination (ii) before the end of the Initial Term will mean that all Fees and Supplemental Fees due up to the end of the Initial Term will be payable straight away (iii) means all confidential information, passwords and documentation shall be returned to us and (iv) means you will give up any internet protocol numbers addresses or address blocks allocated to you and if you don't we can change or remove them (v) means we shall have no further duty to provide Services to you.

10 LAW AND DISPUTES

- 10.1 This Agreement shall be governed by English law.

10.2 Each of us agrees to attempt in good faith to clear up any dispute first by discussing it. If that doesn't work then, except for debt recovery, we each agree to attempt in good faith to resolve the dispute through an Alternative Dispute Resolution ("ADR") procedure. If it hasn't been resolved by an ADR procedure within 2 months of the start of the procedure or if one party drops out of the ADR procedure then each agrees to the exclusive jurisdiction of the Courts of England.

11 GENERAL LEGAL STUFF

11.1 This Agreement together with the Service Order Form and Rules is the entire agreement between us apart from any confidentiality agreement in existence between us. Any changes must be signed by both parties.

11.2 If any part of this agreement is unenforceable the remainder will continue to apply.

11.3 We won't be considered to be partners nor shall we be responsible for any act or failure to act of the other or have the right or authority to bind the other in any way.

11.4 A third party won't have any rights under this agreement.

11.5 You may not transfer your rights or duties under this agreement without our prior written consent. We may transfer our rights or duties and may also delegate some of our rights or duties to third parties

11.6 Any notice shall be given at the address given in this agreement by letter. A letter shall be delivered by recorded delivery post. If the notice is not returned as undelivered it will be deemed to have been given 3 working days after the day on which it was sent.

11.7 If a party doesn't enforce a right available to it under this Agreement in any particular instance, then that won't prevent it from enforcing that right in future or in any other instance.

11.8 You agree that during this Agreement and for 1 year after that you won't directly or indirectly seek to hire any of our staff who provided Services to you.

11.9 Each of us gives the other its consent to positively publicise that we have a business relationship, but not to disclose the terms of it.

Signed for and on behalf of you

Company _____

Signature _____

Print Name _____

Title _____

Date _____

Signed for and on behalf of Netvoyager plc

Signature _____

Print Name _____

Title _____

Date _____