

The parties agree as follows:

SCOPE OF AGREEMENT

1.0 This schedule details the specific Terms and Conditions for the Supplier's 'Co-Location' Service. This schedule is to be used in conjunction with the Master Terms to constitute the agreement ("the Agreement").

DEFINITIONS

- 2.1 "**The Supplier**" means Luna Internet Limited.
- 2.2 "**The Client**" means a company, organisation, individual or group of individuals requesting services or products from the Supplier.
- 2.3 "**The Fees**" means the charges for services as agreed between the Supplier and the Client.
- 2.4 "**The Contract**" means the contract formed by the Client requesting products or services from the Supplier.
- 2.5 "**Master Terms**" means these General Terms and Conditions for the provision of Internet related services.
- 2.6 "**The Client's Data**" means any and all information, data, computer files or other material supplied by the Client from time to time to the Supplier.
- 2.7 "**The Deliverables**" means any software, documentation or other materials provided to the Client by the Supplier.
- 2.8 "**Intellectual Property Rights**" means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other intellectual property right recognised in any part of the world whether or not presently existing or applied for.
- 2.9 "**Supplier Price List**" means the Price List published by the Supplier as may be amended by the Supplier from time to time.

THE SERVICE

- 3.1 Dedicated servers are hosted at The Supplier's datacentre. The location of these changes from time to time and The Supplier reserves the right to relocate a server belonging to the Client with a notice period of 90 days.
- 3.2 The Client's server(s) must run a Supplier approved operating system;
 - a) Solaris
 - b) Linux
 - c) Windows 2000/NT
- 3.3 Servers supplied by the Client MUST be wholly owned by the Client, and not the property of a 3rd party, be it a leasing company, or a customer of the Client's. The Supplier reserves the right to see proof of title of any server hosted with us, on 7 days notice.
- 3.4 The Client undertakes to insure the server adequately against faults or breakdown, and to ensure that an adequate hardware maintenance agreement is in place with the supplier of the server. (This would normally be an "on site" maintenance agreement)
- 3.5 The Client agrees to take full responsibility for any data backups required, and The Supplier accepts no liability for any loss of data, howsoever this may be caused, even if notice is given of the likelihood of such loss.
- 3.6 The Supplier undertakes to monitor the availability of all of the Client's servers for the duration of their location in The Supplier's datacentre. The Supplier agrees to provide reasonable telephone support between the hours of 8am and 8pm, 7 days per week, 364 days per year.
- 3.7 The Supplier guarantees 98.3% availability of service. In the event of unscheduled downtime of more than 15 minutes occurring in any particular day (according to The Supplier monitoring service), an additional two service days will be added to the service provision termination date, for each qualifying day in which downtime occurred.
- 3.8 The Supplier will from time to time provide advice on updating the security and performance of the server, but this

advice is provided "AS IS", and should not be taken as complete or authoritative.

- 3.9 IP numbers remain the property of The Supplier or their upstream provider(s), and can be used only for as long as the hosting agreement remains in force. IP numbers provided are subject to change with 30 days notice.
- 3.10 Allowing or conducting the following activities is prohibited, but not limited to (see Master Terms of Service: Section 5 for more information):
 - a) Initiating or propagating 'chain' email or 'pyramid' emails, sending bulk or unsolicited emails, using their account as a mail drop for responses for any of the above
 - b) Sending any automated emails to a person after they have specifically requested that you do not mail them.
 - c) Allowing their equipment to be used to relay mail for any third parties