

The parties agree as follows:

**SCOPE OF AGREEMENT**

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

b. the negligence of the Suppliers employees, up to a maximum of the amount actually paid by the Client to the Supplier hereunder for the Service during the six (6) months immediately prior to the event causing such loss. Such limit shall apply to each event or series of connected events. For the avoidance of doubt data does not constitute tangible property.

**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 "Supplier Price List" means the Price List published by the Supplier as may be amended by the Supplier from time to time.
- 2.9 "Billing Period" means a period either
  - a. A period of one month. Starting on the 1<sup>st</sup> day of each month and ending on the last day of each month. Billing periods run consecutively. This description applies to Pay-As-You-Go clients; or
  - b. A period of twelve months for fixed yearly clients.
- 2.10 "Minimum Term Period" means a period of 3 months.

3.6 The Supplier shall in no circumstances (whether before or after expiry of this agreement) be liable, whether in contract, tort or otherwise, for loss, whether direct or indirect, or turnover, sales, revenue or profits, anticipated savings or wasted expenditure or for any indirect, consequential or special loss whatsoever, or for the acts of omissions of other providers of telecommunications services or for faults or failures in their apparatus.

3.7 The Supplier excludes liability for any loss of turnover, sales, revenue, profits or indirect, consequential or special loss by the Client in connection with services provided.

3.8 The Supplier shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in provision of products or services.

3.9 The Client agrees to provide reasonable assistance in diagnosing problems, which include supplying requested technical details, dealing with the Client's other internet providers in order to obtain technical details, and where appropriate, putting The Supplier directly in touch with technical specialists at the Client's customers, suppliers or providers of services. Where this cannot be done for reasons of confidentiality, the Client assumes all responsibility for technical liaison with The Supplier.

3.10 The Client undertakes to exempt The Supplier from all liability which might arise in connection with the data stored on the Suppliers Storage facility, (except for those liabilities which cannot be exempted under current law in England and Wales) including but not limited to liable breach of copyright, defamation and misrepresentation.

3.11 The Supplier reserves the right to suspend the service immediately in the event of a breach or suspected breach by the Client.

**THE SERVICE**

3.0 The Supplier will use reasonable endeavours to maintain the service and update the Software to achieve any appropriate upgrades or enhancements to the Service.

3.1 The Client agrees to supply the Supplier with all technical data and all other information the Supplier may reasonably request from time to time to allow the Supplier to supply the Service to the Client. All information the Client supplies will be complete, accurate and given in good faith.

3.2 The Client shall keep secure any identification, password and other confidential information relating to access to The Supplier's server and shall notify The Supplier immediately of any known or suspected unauthorised use of the account or breach of security, including loss, theft or unauthorised disclosure of the password or other security information.

3.3 The Client shall observe security or other procedures which the Supplier may from time to time prescribe.

3.4 The Client recognises that information sent to and from the Client will pass through the Suppliers systems and accordingly the Client agrees to:

- a. comply with all relevant legislation applicable for use of the Internet;
- b. conform to the protocols and standards published on the Internet from time to time and adopted by the majority of Internet users; and
- c. indemnify the Supplier against any liability to third parties resulting from information passing through our systems to or from the Client.

3.5 The Supplier shall indemnify the Client for loss or damage to your tangible property, caused either by;

- a. defects in the Service resulting from our negligence, or

**Payment**

4.0 The Client agrees to abide by the Suppliers price list.

4.1 The Client will be charged as to the MAXIMUM storage space used within the billing period (see 2.9 for explanation), unless the client has purchased the yearly in advanced service.

4.2 Unless the Suppliers Price List provides otherwise, all charges for the Service are exclusive of any applicable value added or other tax, which will be added to our invoices sent to you.

**Termination**

5.0 Either party may terminate this schedule without cause, for any reason, on 30 days (30) days written notice to the other, outside of the minimum term period.