

The parties agree as follows:

SCOPE OF AGREEMENT

1.0 This schedule details the specific Terms and Conditions for the Supplier's 'SurfTime' Services. 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.
- 2.10 "**Peak Hours**" 8am-6pm Monday to Friday.

THE SERVICE

- 3.0 Enables the Client to connect to the Internet via a SurfTime number. Access can be made using any modem or ISDN 64K connection.
- 3.1 The Supplier provides five levels of Service:
- Luna SurfTime Platinum:** No Monthly Connection limit; No Default Timeout
- Luna SurfTime Gold:** up to 250 hours connection per month; 3 hour default time out
- Luna SurfTime Silver:** up to 150 hours connection per month; two hour default timeout.
- Luna SurfTime Lite:** up to 50 hours connection per month; two hour default timeout.
- Luna SurfTime Evenings & Weekends:** Not available during peak hours; 3 hour default timeout.
- 3.2 Due to the nature of the Internet, The Supplier cannot guarantee the rate of data throughput.
- 3.3 The Supplier cannot guarantee connections on shared access ports.
- 3.4 The Client can make one connection to the internet using their Luna assigned User-ID and Password. Multiple simultaneous connections are not allowed and all such multiple connection attempts will be denied. Continued multiple connection attempts using the same User-ID will be treated as a breach of this contract.

4 MINIMUM PERIOD OF SERVICE

- 4.0 A Minimum Period of 3 months will apply to the Service under this Contract

5 CLIENT RESPONSIBILITIES

- 5.0 The Client has no right to sell or transfer any number, User-ID or Password allocated to them by Calico UK to any other person.
- 5.1 The Client is responsible for contracting directly with BT for SurfTime Anytime or Surf Together services on their telephone number and is also responsible directly to BT for all SurfTime and line rental charges

6. CHANGES TO SERVICE

- 6.0 The Supplier can at any time change the Luna SurfTime services including the deliverables and the costing giving the Client 28 days notice, in the form of either an email, printed letter or information displayed on the Suppliers WebSite.