

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

- a) These terms and conditions of service shall constitute the whole of the contract between the customer (herein after referred to as the buyer, customer) and NetSecrets Ltd, Unit 25 Stockwood Business Park, Stockwood, Nr Redditch B96 6SX Company registration No. 4439226
- b) The service, services, product means the electronic transmission of information, graphics, sound and any other form of information transfer through the NetSecrets Ltd servers and lines of telecommunication.
- c) All terms and conditions apply to the sale of internet services - internet servers, hosting of internet servers, space on internet servers, hosting of virtual internet servers, website, domain names, electronic transfer of information, design, construction and work involved in the production of such and any other services and products supplied to the customer and purchased from NetSecrets Ltd.
- d) No terms, conditions or reservations stipulated by the customer and no course of dealing shall annul, vary or add to any of these conditions except in so far as expressly consented to and agreed to in writing by NetSecrets Ltd.

2. SERVICE

- a) NetSecrets Ltd accepts the customer's acknowledgement of these terms and conditions breach of any of which may result in termination and or suspension of the customer's right to use the service.
- b) All services supplied must be paid for in full prior to the provision of any service unless agreed in writing with NetSecrets Ltd the price being quoted as the list price of NetSecrets Ltd agreed on its behalf at the time of contract or order with the customer.
- c) All prices quoted verbally or in writing (prices being the NetSecrets Ltd list price at exchange of contracts) for provision of service are excluding VAT at the standard rate for the service supplied and are subject to change without notice.
- d) Alterations in the standard price of service supplied will only be accepted by NetSecrets Ltd in writing on a NetSecrets Ltd authorised order form signed by an agent or employee of NetSecrets Ltd.
- e) Order which has been accepted by NetSecrets Ltd and signed by the customer or his/her representative may be cancelled by the customer or his/her representative within 14 working days at any time of signing of order and on terms that the customer will indemnify NetSecrets Ltd in full against any loss, costs (including the cost of goods ordered for the customer by NetSecrets Ltd on behalf of the customer for the supply of service ordered), damages, charges and expenses incurred by NetSecrets Ltd as a result of cancellation.
- f) NetSecrets Ltd reserves the right to suspend any or all services until such time as full payment has been made. Non-payment of an overdue account may result in the suspension of all services indefinitely and loss of credit facilities.
- g) All services and goods supplied by NetSecrets Ltd including domain names which may be registered in the actual name of a third party remain the property of NetSecrets Ltd until full and final payment has been made to NetSecrets Ltd.
- h) Service Level Agreement: Where the Service originates from NetSecrets Ltd and is delivered to customer, the Service will be available for not less than 99.9% of each calendar month. Availability will be calculated and reported in accordance with the rules set out below.
- i) If in any calendar month NetSecrets Ltd does not meet this standard of availability, we will compensate the customer. The amount of compensation will be determined in accordance with the rules set out below. NetSecrets Ltd will provide this compensation by making further services or discounts available to you up to the amount of compensation at the applicable rate. This compensation will be the limit of our liability for the non-availability of the Service.

3. PLANNED OUTAGES

- a) All work for the purpose of maintenance or support as part of Planned Outages will take place outside Business Hours. Planned Outages will be notified to you wherever possible on 5 days prior notice unless otherwise agreed. NetSecrets Ltd shall wherever possible ensure that there are no more than 2 planned Outages each month.

4. AVAILABILITY

- a) Availability is calculated at the end of each month in accordance with the following formula:

$$A = T - D$$

Where:

"A" means the Availability of the Service (expressed as a percentage).

"D" means Downtime in the respective month - (expressed in minutes).

"T" means the Total Number of Service Minutes in the respective month.

5. CALCULATION OF DOWNTIME

- a) Downtime is calculated from the time of notification of a fault by either customer or NetSecrets Ltd, and ends when the Service is restored to full working order as determined and certified by us. However, downtime is to be disregarded to the extent it is attributable to customer failing to keep equipment in standard office environment levels of humidity and temperature, or to any other abuse, misuse or modification of equipment or software by customer.

6. COMPENSATION CALCULATIONS

- a) If availability falls below the guaranteed levels in any particular month then we shall credit customer by reference to the following table:

Monthly Network Availability & Reimbursement of Monthly Service Fee

99.00 - 99.99% = 5%

97.00 - 98.99% = 10%

95.00 - 96.99% = 15%

90.00 - 94.99% = 20%

Under 89.99% = 25%

Definitions used:

"Availability" means the availability of NetSecrets Ltd network demonstrated by means of either a ping or traceroute program.

"Business Hours" means 09.30 a.m. to 5.30 p.m. on a day other than a Saturday, Sunday, bank or other public holiday in England and Wales.

"Downtime" means in respect of any month the total time during which the Service is not available (other than as a result of Planned Outages).

"Outage" means any period during which any user cannot process an application transaction or send or receive e-mails utilizing the Service.

"Planned Outage," means any period during which any user cannot process an application transaction or send or receive e-mails utilizing the Service caused by work for the purpose of maintenance or support.

"Service Minutes" means minutes of connectivity to NetSecrets Ltd.

7. USE OF SERVICE

- a) Under no circumstances will the storage and transmission of pornographic materials in any form whatsoever be allowed through or on NetSecrets Ltd's servers and data transmission cables. The term pornographic materials is purely at the discretion of the Directors of NetSecrets Ltd and their decision in such matters is full and final.

- b) The customer accepts sole liability for any material including but not restricted to, data, graphic, photo supplied to NetSecrets Ltd which is subject to copyright or is judged to be of an unlawful nature or is judged to be in violation of UK or international law or regulation.
- c) The customer acknowledges that the service may only be used for lawful purposes any information including but not restricted to, graphic, image, photograph, text in violation of any UK law or regulation including but not restricted to material which is obscene, indecent, judged to be unlawful in the UK and or abroad, threatening, damaging (to include transfer of computer virus), copyright, trade secret, is prohibited whether or not the customer was aware of the content, material and or the laws pertaining to the material.
- d) The purpose of the services provided to you the customer by NetSecrets Ltd is for the storage and transmission of standard web sites, this means that the space provided on NetSecrets Ltd Internet network must not be used as an FTP area for the transmission of demo software and other high bandwidth applications, these applications are at the discretion of the Directors of NetSecrets Ltd and their decision in such matters is full and final. If such applications are required on a web site then it is suggested that these are posted on dedicated FTP sites which can be reached by appropriate links on the web sites stored on NetSecrets Ltd Internet network.
- e) NetSecrets Ltd reserve the right to limit the transfer of data if such transfer of data are deemed to cause high traffic demands by way of download of files whether through the size of file and or the number of users of a particular service. The customer acknowledges their obligation to inform NetSecrets Ltd of the exact nature of files by size, type, content and understand that a surcharge may be levied for the additional bandwidth required to accommodate the traffic, the customer has the right under these conditions to terminate the service contract and an appropriate refund will be made which will be a percentage of the initial invoice minus admin charges.
- f) The customer acknowledges that they shall be solely responsible for any violation of UK law with regard to the remote loading of information of any kind onto the NetSecrets Ltd server/computer, to view, download to and or by a third party, NetSecrets Ltd will retain the right to suspend and or terminate any remote service which they deem to be in breach of UK law or is of a nature which may be damaging, threatening or judged to include but not restricted to material which is obscene, indecent, libellous, subject to copyright whether or not the customer was aware of the content or the laws or regulations pertaining to it both in the UK and Internationally.
- g) The customer acknowledges sole liability with regard to any claim by third parties alleging any infringement of rights of any kind due to transmission of any information to view by the customer and shall include any infringement of rights under UK and International law and or regulation and as such agree to pay to NetSecrets Ltd any costs incurred in the defence of any action brought against them by a third party arising from such claims.
- h) Knowledge of the Internet - The Customer agrees to obtain a basic knowledge of the Internet and its operating principles and procedures.
- i) Improper Uses - The Customer will avoid violation of certain generally accepted guidelines on Internet usage such as restrictions on mass mailings, mass advertisements, pirating or copying of software, mail bombing or other methods of attempting to deny service or access to other users, and attempts to violate security.
- j) Security - The Customer is required to protect the security of its Internet account and usage. The Customer's security policies and procedures, their implementation and their connection to the Internet are the Customer's responsibility. The Customer will treat its password as private and confidential and will not disclose or share it with any third parties. Any packet filtering services provided by NetSecrets Ltd provide a base level of protection and cannot be considered to render comprehensive security of any kind. The customer is responsible for securing its own enterprise network via its own security policies and procedures.

8. DEFINITION OF NETSECRETS LTD RESPONSIBILITY

- a) Connection - NetSecrets Ltd provides the Customer with a connection to the Internet through its equipment and facilities. Information which passes to or from the Customer over the Internet passes through equipment and facilities which NetSecrets Ltd does not own and has no control over. NetSecrets Ltd does not provide, exchange or monitor data or information on the Internet. Thus, it follows that:

Content - Other than "packet filtering" at the customer's request on a NetSecrets Ltd provided router or firewall, which will deny entry to unregistered, addressed packets, NetSecrets Ltd does not check, scan or verify content of information and data transmitted on the Internet. NetSecrets Ltd does not make judgments with regard to appropriateness of material for transmission, or guarantee the nature, content, truth, accuracy or reliability of such material.

Security - NetSecrets Ltd does not warrant or guarantee the security or confidentiality of any such information or data.

Opinions - NetSecrets Ltd takes no opinion and expresses no views on the nature or content of any such information or data.

9. LIMITED LIABILITY

- a) Any liability arising from, including but not restricted to damages caused or allegedly caused by any failure to provide the agreed service, error, omission, interruption of service and or delay of transmission of service, loss of electronically stored information due to, theft, fire, destruction, or by means of unauthorised access to electronic information stored on NetSecrets Ltd equipment or third party providers utilised By NetSecrets Ltd, shall be restricted to a maximum of the amount paid by the customer for the service or services provided by NetSecrets Ltd or agent of NetSecrets Ltd minus administration costs.
- b) The headings in these conditions are intended for reference only and shall not effect their construction.

10. GENERAL

- a) Breaching of these terms and conditions in any form will allow the Directors of NetSecrets Ltd to terminate the contract between you the customer and NetSecrets Ltd, monies outstanding or owed to either parties will be decided by the Directors of NetSecrets Ltd and their decision in such matters will be full and final.
- b) Use of NetSecrets Ltd services and goods including domain names constitutes acceptance of these terms and conditions. All services provided are stipulated on this invoice, if any additions advertised or inferred by NetSecrets Ltd or an agent of NetSecrets Ltd do not appear in writing on this invoice then NetSecrets Ltd must be informed in writing by you the customer within 14 days.

11. CANCELLATION OF SERVICE

- a) Cancellation of service must be given in writing 28 days before service is due for renewal. If cancellation is not received in writing within 28 days of renewal then the customer will be liable for the full renewal fee.