

1 DEFINITIONS

These Specific Terms and Conditions are to be read in conjunction with our Master Services Agreement. Where applicable, all definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the Master Services Agreement. In addition, the following definitions are used in these Specific Terms and Conditions:

"Application Software" means the Core Software and any Additional Application Software installed on the Server by Gravity Internet.

"Additional Application Software" means any software application other than the Core Software specified by the Customer that is not included within the Hosting Service and that is subject to further agreement between Gravity Internet and the Customer before incorporation into the Hosting Service.

"Base Configuration" means the configuration of the Operating System, Core Software, the Server and the firewall security settings as determined by Gravity Internet.

"Centralised Monitoring Service" means a custom built system that monitors different services (including the Hosting Services) to ensure that they are responding properly and which alerts the assigned support team if a service fails.

"Control Panel" means the application user interface accessed by End Users for the purposes of accessing the Hosting Service.

"Core Software" means the software applications included as standard as part of the Hosting Service as specified in the Customer Application.

"Customer Application" means the application form for the supply by Gravity Internet of the Equipment and/or Hosting Services, completed by the Customer.

"Customer and End User Configuration Parameters" means the parameters within which Customers and End Users of the Hosting Service can configure and manage specific settings via the Control Panel for the Hosting Service.

"Data Restore" means restoring data from a backup system as described in the Customer Application.

"Dynamic Content" means Web site content that has been generated by a database on the Server and which is updated automatically when the database is updated.

"Equipment" means the physical hardware components of the Server.

"End User" means an individual authorised by the Customer to access the Control Panel.

"Executable Files" means files that run programs (recognised by the extension .exe) and run on the Server.

"Hardware" or "Hardware Components" means the physical hardware components of the Server used to run the Hosting Service comprising Intel-based server chassis, System Board and power supplies, System Memory, RAID Controller, RAID Disks and Network Interface Cards.

"Hosting Service" or "Service" means the hosting service provided by and managed by Gravity Internet as described in the Service Schedule.

"Minimum Cancellation Notice Period" means the minimum period of notice that a Customer must provide to terminate a specific Service or this Agreement as set out in Clause 9.

"Network Interface Card" means the main communications component that allows the Server to communicate with other electronic devices.

"Normal Business Hours" means between 0900 hrs and 1700 hrs on any day except a Saturday, Sunday or public or bank holiday in England and Wales.

"Operating System" means the computer program that controls the components of the Server and facilitates the operation of the Core Software applications in the Service.

"Premises" means one of Gravity Internet's secure suites at Telehouse Europe (London) or such alternative Premises as may be determined in accordance with these Specific Terms and Conditions.

"Prescribed Patch Levels" means the latest security releases as advised by the provider to Gravity Internet of the operating system for the Server.

"RAID Controller" means a device in the Server in which servers and storage intersect in relation to the RAID Disks.

"RAID Disks" means redundant array of independent disks on the Server.

"Scripts" means computer programming code written in comparatively simple programming languages which run on the Server.

"Server" means the server that is dedicated to the Customer at the Premises in the provision of the Hosting Service.

"Service Level Agreement" or "SLA" means the service level agreement relating to the Hosting Service that describes the service levels to be met by Gravity Internet together with the remedies available to the Customer for failure to meet such service levels.

"Service Period" means the period of an individual Service provided in accordance with this Agreement.

"Service Schedule" means the Schedule to these Specific Terms and Conditions setting out a description of the Services.

"System Board" means the mother board, which is the central part of the Server that contains the CPU, expansion slots and the system's random access memory (RAM).

"System Memory" means the random access memory (RAM) of the Server.

"System Settings" means those settings of the Hosting Service that can be configured by the Customer and End Users.

"Telehouse" means Telehouse Europe (London) or such other data centre company as shall be determined pursuant to these Specific Terms and Conditions.

2 THE SERVICES

2.1 These Specific Terms and Conditions apply to the Web, Email, Combined and Reseller Hosting Services.

3 MANAGEMENT AND SUPPORT

3.1 Gravity Internet will ensure that the Customer can contact (by telephone or email) an Engineer at all times (24x7) for major faults affecting Hardware or Core Software components (that is, faults which materially prejudice and interrupt the operation of the Hosting Service and for general troubleshooting help during Normal Business Hours, in each case subject to the SLA. The management and support provided by Gravity Internet will extend to:

- (a) Supplying, managing and monitoring all Hardware Components.
- (b) Supplying, maintaining and monitoring all Core Software to be installed on the Server, comprising "Microsoft Windows Server" or "CentOS" and "Plesk Control Panel", unless otherwise agreed between Gravity Internet and the Customer.
- (c) Procuring that the Base Configuration is setup for the Customer.
- (d) Maintaining, updating (as they become available) and supporting all Core Software following the initial setup of the Hosting Service.
- (e) Installing, subject to prior agreement between Gravity Internet and the Customer, any Additional Application Software over and above the Core Software.

3.2 Management and Support does not include:

- (a) Maintenance, support or guarantee of any Additional Application Software unless under further agreement with the Customer. Where an agreement between Gravity Internet and the Customer exists in relation to Additional Application Software, any support will be provided on a "best-effort" basis at the discretion of Gravity Internet and under the instruction of the Customer. For Additional Application Software, an installation and testing charge will be payable as specified in the Service Schedule and Customer

Application.

(b) Any matters outside the scope of the Service including without limitation responsibility for the Customer and End User Configuration Parameters and System Settings, Web site Dynamic Content, Scripts, Executable Files, the addition of SQL accounts and the set-up of new Web sites.

4 SERVICE PERIOD

4.1 (a) For Web, Email, Combined Hosting Services; Unless otherwise terminated or suspended in accordance with this Agreement, the Hosting Service shall be provided for a Minimum Service Period of 12 months from the date of activation.

(b) For Reseller Hosting Services; Unless otherwise terminated or suspended in accordance with this Agreement, the Hosting Service shall be provided for a Minimum Service Period of 3 months from the date of activation.

4.2 On expiry of the periods referred to in Clause 4.1 above, the Hosting Service will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement or until a new contract term is agreed between Gravity Internet and the Customer.

5 PROVISION OF SERVICE

5.1 The provisioning period (that is the period from receipt and acceptance by Gravity Internet of a completed Customer Application to commencement of the Service) for Hosting Services is approximately 2 Normal Business Hours, but this is not guaranteed. In circumstances where this provisioning period takes longer than 2 Normal Business Hours, Gravity Internet will endeavour to inform you on a regular basis about progress and the expected date of completion.

6 CONDITIONS OF USE

6.1 You agree to:

(a) provide an authorised technical contact, authorised contact number and password, to keep any records of such details and any other confidential information provided by us in a safe place and to take all necessary steps to ensure the security of such records;

(b) without prejudice to the Master Service Agreement, keep such information private and confidential and ensure, at all times, that it (or they) does (do) not become known to any unauthorised personnel.

6.2 You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that such information has become known to any unauthorised personnel.

6.3 You agree that we may, from time to time, suspend and/or change your password (at our discretion if we feel that such a step is in the interests of security).

6.4 You are responsible for any misuse of the Hosting Service, even if a colleague or employee has committed the inappropriate activity. Therefore, you must take steps to ensure that others do not gain access to your account.

6.5 You agree not to break or attempt to break security on any of our network or affiliated networks, or to access an account that does not belong to you. You may not use scripts or programs that interfere with or deny services to other users on any other server, host, network or channel.

6.6 You are entirely responsible for the content of your Web pages and associated databases. In addition to the restrictions on the use of the Services contained in the Master Services Agreement, the Hosting Service must not be used:

(a) fraudulently or in connection with any criminal offence including, but not limited to, theft, fraud, piracy, drug-trafficking, money laundering and terrorism;

(b) to facilitate or incite violence, sadism, cruelty, racial hatred, prostitution or paedophilia;

(c) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene, menacing or pornographic, or in breach of copyright, confidence, privacy or any other rights;

(d) to provide any links, banners or any information regarding how to obtain access to any material which the Hosting Service may not be used for under the Master Services Agreement and/or these Specific Terms and Conditions.

6.7 If we become aware that your bandwidth usage is such that you are likely to exceed your specified allocation (in the Service Schedule or Customer Application), we will use our reasonable endeavours to

notify you of such. If you do exceed your specified bandwidth allocation you will be charged for such excess usage in line with our standard charges.

6.8 Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible either:

(a) by telephone to Gravity Internet's hosting support team on 0844 586 1805 during Normal Business Hours (outside Normal Business Hours this will be redirected to an emergency response Engineer that will be available 24x7);

(b) by e-mailing support@gravity.net.uk

(c) to such other telephone number as we may notify to you from time to time for this purpose.

7 OUR RIGHTS

7.1 We may, from time to time, upon not less than 1 months' written notice to you, elect to provide the Hosting Services from Premises other than the Premises of Telehouse Europe (London) provided that such Premises afford the same level of service that we provide you. Any cost and expense incurred by us in moving the Service shall be borne by us. Where the Service is moved to another location in accordance with this clause, all references in these Specific Terms and Conditions to Gravity Internet's Suite and/or the Premises in which it is situated, shall be amended accordingly.

7.2 Where we provide firewall protection in conjunction with the Hosting Service, we will not be held responsible for any unauthorised access to your Service, data or content unless caused by our gross negligence.

7.3 Where we are in breach of the Agreement and such breach can be remedied by either re-performance or compliant performance of our obligations within a reasonable time, such re-performance and/or compliant performance shall be your sole remedy in respect of such breach.

7.4 We may terminate this Agreement by notice to you in writing if our agreement with Telehouse Europe (London) expires or is terminated for any reason.

8 CHARGES

8.1 If you require Additional Application Software, a testing and installation charge will be applicable in an amount notified to you by Gravity Internet. It is the Customer's responsibility to ensure the necessary licensing of and consents for the inclusion of Additional Application Software into the Hosting Service.

8.2 Data Restores are available subject to charges notified by Gravity Internet on the Customer Application Form.

8.3 Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out in the Customer Application and/or the invoice relating to such Services and/or Equipment.

8.4 You shall pay the charges (without any set off or deduction of any kind) on either a monthly, quarterly or annual basis as stated in the Customer Application and/or the invoice referred to in Clause 8.3 above.

8.5 All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.

8.6 Where the Customer has a 30 day credit account, we will send you a VAT invoice following completion of the provision of the Services. Where you have no credit facility, we will send you a VAT receipt following receipt by us of your payment.

8.7 You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.

9 TERMINATION

9.1 Once the Hosting Service has been activated and is available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period which must expire on or after the Minimum Service Period or as part of the 30 day money back guarantee as described in Clause 9.2

9.2 You may, within the initial 30 day period following activation of the Hosting Service, cancel the Service and receive a full refund of the monthly service charge. In the case of refunds only, additional bandwidth used over the 50GB test quota will be chargeable and an invoice will be raised at the standard rate as stated within the Service Schedule. Refunds will not be provided for additional charges relating to domain names, SSL certificates or any other product or service that is subject to its own separate contract terms. This offer does not apply to bespoke solutions and is at the discretion of Gravity Internet.

9.3 Unless otherwise stated, the Minimum Cancellation Notice Period is 30 days (to expire on or after the Minimum Service Period).

9.4 We reserve the right to terminate your Agreement in accordance with the Master Services Agreement. Upon termination, we will delete all files and content (including but not limited to Web pages, images and database files).

10 NOTICES

10.1 You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known e-mail or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

10.2 Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or by e-mail to info@gravity.net.uk or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us.