



VARIATION OF  
CLARINET SYSTEMS LIMITED  
WEBSITE HOSTING SERVICES SCHEDULE

Defined terms shall have the meaning set out in Database Power's Standard Terms and Conditions and its Website Hosting Services Schedule.

In consideration of the mutual benefit to Database Power and the Customer of the following provisions, the parties agree to vary the terms and conditions of the Website Hosting Services Schedule as follows:

1. Clause 4.3 (b) shall be deleted and replaced as follows:  
  
"The Customer acknowledges that it is not permitted to transmit or to store mp3 files on its Website unless the Intellectual Property Rights in all the material contained on such mp3 files are owned exclusively by the Customer.
2. Customer warrants that it is or shall be the owner of all Intellectual Property Rights in all material contained on any mp3 files transmitted or stored on its Website from time to time.
3. The Customer agrees to indemnify and hold Database Power harmless against all damages, liabilities costs and expenses (including reasonable legal fees) incurred by, awarded against or suffered by Database Power as a result of any claim or action (actual or threatened), judgment or adjudication against Database Power that threatens or provides that the Intellectual Property Rights in any mp3 files on the Customer's Website from time to time infringe any Intellectual Property Rights of any third party anywhere in the world.
4. [The Customer confirms that it has taken legal advice in relation to this variation.]

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Your Name (please print)

Domain Name (e.g. mydomain.com)

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Your Signature

Date



Clarinet Systems Ltd V4.0 3<sup>rd</sup> June

2009

[www.databasepower.net](http://www.databasepower.net)