

SCHEDULE

WEB HOSTING SERVICES

1. DEFINITIONS

The definitions in Database Power's standard terms and conditions shall apply together with the following:

"**Spam Mail**" means an electronic mail message to promote directly or indirectly the sale or other distribution of products or services to the recipient, which is (i) addressed to a recipient with whom the initiator of the mail does not have an existing business or personal relationship and (ii) not sent at the request of, or with the express consent of, the recipient and (iii) has a reply mail address which is hosted by Database Power. It does not matter which email server has been used to send the mail message.

2. HOSTING SERVICE

2.1 Database Power is an internet content provider with dedicated server computers situated in the United States ("Server") which is integrated into the world wide web via the internet and offers hosting services to customers.

2.2 The Customer wishes to host its website ("Website") on Database Power's Server (the "Service") upon the terms and subject to the conditions of this Agreement.

2.3 Database Power shall commence provision of the Service on receipt of the first installment of the Fees.

3. LATE PAYMENT

3.1 Database Power's terms and conditions regarding Fees for the service, suspensions and restrictions to the Service due to late payment are contained in the document entitled "Our Billing Policy" at http://www.databasepower.net/legal/billing_policy.asp

4. HOSTING CONDITIONS AND CUSTOMER WARRANTIES

4.1 The Customer acknowledges and agrees that Database Power is entitled at any time and without notice to remove the Website from its Server and/or bar access to the same in the event of any breach or alleged or suspected breach of such Code of Conduct or if otherwise authorized so to do by a competent law enforcement agency.

4.2 The Customer shall provide Database Power with all necessary co-operation information, equipment and support as may reasonably be required by Database Power to provide the Service, including access to the Customer's premises on reasonable notice.

4.3 The Customer agrees to the following service restrictions:

- (a) Pornography and pornographic related merchandising are prohibited on all services. This includes sites that include links to pornographic content elsewhere. Further examples of unacceptable content or links include pirated software, "hacker" programs, archives of "WareZ Sites" and any kind of illegal software or shareware.
- (b) The transmission and/or storing of mp3 files on the Customer Website is strictly prohibited.
- (c) The Service is personal to the Customer and the Customer may not share, transfer or otherwise permit any third party to use any space on its Website. For the avoidance of doubt, this means for email, that e-mail addresses may only be set up, where the Customer is a corporate entity, for members of its staff (including contractors) and, where the Customer is an individual, for the Customer and his/her family members living at the Customer's address. For the avoidance of doubt, this means for web files, all web files uploaded, where the Customer is a corporate entity, for the corporate entity and, where the Customer is an individual, for the Customer and his/her family living at the Customer's address.
- (d) Mail Space: Each POP3 mail account service is allocated a maximum mail space quota. The quotas are as follows:

Budget 500 Plan	5 accounts @ 5Mb each
Budget 1000 Plan	10 accounts @ 5Mb
Professional Starter Plan	20 accounts @ 10Mb
Professional Lite Plan	30 accounts @ 10Mb
Professional SmallBiz Plan	40 accounts @ 10Mb
Professional SME Plan	50 accounts @ 10Mb
Corporate Bronze Plan	50 accounts @ 25Mb
Corporate Silver Plan	75 accounts @ 25Mb
Corporate Gold Plan	100 accounts @ 25Mb

- (e) Monthly Data Transfer. Each hosting service is allocated a monthly data transfer quota. This transfer or bandwidth quota covers the complete plan and all services including web, FTP and email. The quotas are as follows:

Budget 500 Plan	0.5 Gigabytes per calendar month
Budget 1000 Plan	1 Gigabytes per calendar month.
Professional Starter Plan	2 Gigabytes per calendar month
Professional Lite Plan	5 Gigabytes per calendar month.
Professional SmallBiz Plan	10 Gigabytes per calendar month.
Professional SME Plan	15 Gigabytes per calendar month.
Corporate Bronze Plan	20 Gigabytes per calendar month.

Corporate Silver Plan	30 Gigabytes per calendar month.
Corporate Gold Plan	50 Gigabytes per calendar month.

The Budget range uses a "Fixed Bandwidth Policy". Should your plan exceed the amount in any month, you will be billed for additional bandwidth. The billable rate is £5 per 500Mb of overage per month. Overage is rounded up to the 0.5 gigabyte.

The Professional range uses a "Flexible Bandwidth Policy". Should your plan exceed the above quotas by less than 50% for 3 consecutive months, additional bandwidth charges will not be made, but you will be requested to upgrade to a suitable plan with an adequate bandwidth quota at the end of the third month. You must upgrade to a plan that has a bandwidth quota greater than your most recent months bandwidth usage. Should your bandwidth usage exceed the above quotas by more than 50% in any month, you will be billed for additional bandwidth over the above quotas. The billable rate is £5 per gigabyte of overage per month. Overage is rounded up to the nearest whole gigabyte. If you decide to not upgrade, then you may remain on your current plan and switch to the Fixed Bandwidth Policy. The 50% capping on our flexible bandwidth policy has been included in order to prevent abuse whilst retaining some flexibility.

The Corporate range uses a "Fixed Bandwidth Policy". Should your plan exceed the amount in any month, you will be billed for additional bandwidth. The billable rate is £3 per gigabyte of overage per month. Overage is rounded up to the nearest whole gigabyte.

- 4.4 The Customer warrants and undertakes that that any material (including text, images, sound and any multimedia) contained in or linked to its Website and (if applicable) contained in its discussion group, chat room or bulletin board ("Material") must comply with the following:
- (a) all information and activities must be legal, decent and honest (in terms of any applicable law and standards);
 - (b) Clause 7 and any data protection legislation within any relevant jurisdiction;
 - (c) distance selling requirements as relate to on-line activities must be complied with as laid down by any applicable law;
 - (d) other applicable trading standards and laws and regulations as the same are created from time to time;
- 4.5 The Customer warrants and undertakes to comply with generally accepted principles of internet usage (whether governed by the laws of any jurisdiction or not) including:
- (a) refraining from sending Spam Mail using our email services or any other service providers mail services;

- (b) never sending mail bombs; trojan horses, viruses or other disruptive programs or devices;
- (c) never pirating or otherwise illegally occupying software or other proprietary material;
- (d) never violating the security of any Website or engaging in unauthorised decryption of protected material;
- (e) never posting Material which is defamatory, abusive, obscene or menacing in character.

4.6 Database Power does not permit websites where 25% or more of the monthly traffic is from file downloads, or websites that use excessive system resources, or websites which in Database Power's view are detrimental to the enjoyment of Database Power shared servers by Database Power's other clients, or are in the sole and final judgment of Database Power, detrimental to network or business operations.

5. RESPONSIBILITIES OF CUSTOMER

- 5.1 The Customer is responsible for the accuracy, legality, currency and compliance of its own Material and Website and will be solely liable for false, misleading, inaccurate, infringing or other actionable material contained or referred to on its Website.
- 5.2 The Customer is responsible for maintaining the confidentiality and security of its internet account and usage including use of any passwords.
- 5.3 The Customer acknowledges and agrees that Database Power may be required by a law enforcement agency to monitor Website content and traffic and if necessary give evidence of the same together with use of the logon ID to support or defend any dispute or actionable claim, action or matter which arises in relation to the same.
- 5.4 The customer agrees to test all websites prior to uploading them to Database Power's Servers. Database Power reserves the right to terminate this agreement with customers who repeatedly upload untested code.
- 5.5 The Customer agrees to place only legal and legally acquired Material on its Website and will immediately remove any Material if so requested by Database Power.

6. RESPONSIBILITIES OF DATABASE POWER

- 6.1 Database Power will use its reasonable endeavours to create a web hosting plan from the plan features selected by the Customer from the lists located at http://www.databasepower.net/hosting/web_hosting.asp within one Working Day of receiving instructions.
- 6.2 Database Power reserves the right to change the plan features it provides to customers from time to time by giving the Customer 30 days notice in writing by e-mail.

7. DATA PROTECTION

- 7.1 Each party shall ensure that it shall comply with the provisions and obligations imposed on it by any applicable legislation relating to data protection, including the Data Protection Act 1998 ("**Data Protection Legislation**").
- 7.2 All personal data acquired by either party from the other shall be returned or deleted (at the option of the requesting party) on request save to the extent required by that party to discharge its obligations hereunder.
- 7.3 The Customer shall be responsible for the acts and omissions of any third party with whom it contracts or who processes (within the meaning of the Data Protection Legislation) data on its behalf as it is for its own acts and omissions in relation to the matters provided for by this Clause 7.
- 7.4 The Parties acknowledge that the Customer determines the purpose for which and the manner in which all personal data made available to Database Power for the purposes of this Schedule ("**Relevant Personal Data**") shall be processed by Database Power whilst performing this Agreement. Database Power shall only process Relevant Personal Data in accordance with instructions from the Customer, and all such processing in accordance with this Agreement shall be deemed to be on the instructions of the Customer, including the transfer and storage of data by Database Power to its servers located in the United States under a co-location agreement with Superb Internet Corporation and the monitoring of files containing the Relevant Personal Data to ensure conformance with the standard terms and conditions.
- 7.5 Database Power shall establish and maintain all reasonable technical and organisational measures against unauthorised or unlawful processing of the Relevant Personal Data and against accidental loss or destruction of, or damage to, the Relevant Personal Data (any such event being a "**Data Protection Event**").
- 7.6 The measures to be adopted pursuant to Clause 7.5 shall ensure a level of security appropriate to the harm that might result from a Data Protection Event and the nature of the Relevant Personal Data, having regard to the state of technological development and the cost of implementing the measures.
- 7.7 Database Power shall take reasonable steps to ensure the reliability of Database Power's employees or subcontractors who have access to the Relevant Personal data and shall inform them of the importance of the need to avoid Data Protection Events.

8. INDEMNITY AND WAIVER

- 8.1 The Customer shall indemnify, keep indemnified Database Power, its successors and assigns, and each of their respective directors, officers, employees and agents from and against any and all against all claims, damages, losses, costs or expenses (including reasonable legal fees and expenses,

penalties, taxes, fines, or tariffs) resulting in any way either from its use of and from any Material posted on the Customer's Website), or from any Material posted from the Customer's Website to its discussion groups or from any other matter relating to this Agreement including but not limited to use of the information contained on the Website, whether from discussion groups or arising from any introduction or collaboration resulting therefrom or otherwise arising from the Website.

8.2 The Customer waives any right to bring any claim or action against Database Power for any loss, damage or injury arising from the Website or any Material from the Website or from the Code of Conduct.

8.3 The provisions of this Clause 8 shall survive termination of this Schedule and/or the Agreement.

9. UPTIME GUARANTEE

9.1 Database Power provides an Uptime Guarantee to all Database Power customers with hosting plans which are part of the Budget, Professional or Corporate ranges.

9.2 Details on the credits applicable and application terms and conditions are contained in the document entitled "Uptime Guarantee" at <http://www.databasepower.net/hosting/uptime.asp>.

9.3 The following websites are excluded from this uptime guarantee:

- (a) Websites that are not in good financial standing. This includes any website which has outstanding payments or monies owed.
- (b) Suspended websites or services.

10. EXCLUSION OF WARRANTIES AND LIABILITY

10.1 The Customer accepts the Service and Server "AS IS" with any faults or failings and without any representation, warranty (except for the Uptime Guarantee where provided) or guarantee whatsoever, express or implied, including, to the extent permitted by applicable law, without limitation any implied warranty or accuracy, completeness, quality, continuity of service, connectivity, satisfactory quality, fitness for a particular purpose of non-infringement.

11. TERMINATION AND EFFECT OF TERMINATION

11.1 There is no minimum term applicable to this Schedule.

11.2 If the Customer is in material breach of any of the terms and conditions set out in this Schedule, Database Power may terminate this Schedule immediately on notice in writing and notice may be served by e-mail to the Customer provided that the Customer is alerted to the e-mail by a telephone call and a confirmatory copy of such notice is posted to the Customer on the same day that it is sent by e-mail. Termination of this Schedule will mean that the Service immediately ceases.

- 11.3 If the Customer terminates the Service by giving Database Power notice in writing in the 30 day period following Database Power's receipt of the Customer's order, Database Power will refund the Fee, excluding the set up fee. If the hosting plan included a free domain name, the cost of this will also be deducted from the refund prior to passing it to the customer. Domain registrations fees are at our standard prices as advertised on our website at the time. If the Customer receives a refund in accordance with this Clause 11.3, the Customer may not sign up for the Service again for 3 months from the date the Customer receives the refund.
- 11.4 If the Customer terminates the Service by giving Database Power notice in writing after the 30 day period following completion of the Website has elapsed, then all Fees will be retained by Database Power.
- 11.5 If the Service is terminated by Database Power due to breach of the terms and conditions set out in this Schedule or Database Power's standard terms and conditions, all Fees will be retained by Database Power. Database Power may refuse to contract for the Services or other service with the Customer if Database Power has previously had to terminate any standard terms and conditions or schedules with the Customer.
- 11.6 A reconnection fee of £25 plus VAT will be payable to reactivate a suspended Service.
- 11.7 On termination for whatever reason, Database Power will cease to host the Website on its Server.

For any Customer placing an order by telephone:

I accept and agree to be bound by these hosting schedule terms and conditions:

.....

Your Name (please print)

.....

Signature

.....

On behalf of (Company)

.....

Date