

Broadband Cloud Solutions
Standard Terms and Conditions (Version 2)

Important Notice

The following terms and conditions will apply to any order you place with us and you agree to these terms and conditions unconditionally.

Part A

Contract information

- (1) We do not offer to sell any of the goods or provide any of the services appearing in this website to you. Instead, we are inviting you to place an offer with us and we reserve the right to reject any such offer received from you.
- (2) If we accept your order, we will notify you and a legally binding contract will be formed between us at the time of sending such notification to you.
- (3) You agree to be bound by the terms and conditions set out below. We may vary such terms and conditions at any time.

Part B

Provision of Services/Terms of sale

Definitions

1. The following terms have the meaning ascribed to them in the column headed "Meaning".

Term Meaning

Acceptable Use Policy - The Company's policy appearing in Appendix 2.

Account - the authentication details set up by the Company and/or the Customer to facilitate access to the Services.

Additional Services - Services which are not part of the Services and which are charged for at the Additional Services Rate.

Additional Services Fee - The Fee due to the Company in respect of the Additional Services.

Additional Services Rate - A rate to be advised by the Company to the Customer from time to time and to be not less than the total of:

- (1) £75 per hour, Indexed, for each hour, or part thereof spent by the Company
- (2) the invoice cost of any Parts with the addition of 10%, and
- (3) reasonable travel expenses (which in respect of car travel will be charged at a rate of not less than £0.45 per mile).

Adhoc Support - A Computer Support Service for the purpose of dealing with a problem specified and agreed in writing with the Customer and will be charged at the contracted Hourly Rate.

Administration Fee - £25.00 Indexed.

Agreement - The Order Form, contract, the Terms and Conditions, the Appendices, and the Company's Acceptance.

Appendices (& Appendix) - The appendices marked 1, 2 and 3.

Assisted Service - A Service which the Company has expressly stated in writing will be provided in conjunction with On-Site Visit and/or Remote Assistance.

Backup - The electronic copying of selected Data on a Computer.

Block of Hours, Support - A Computer Support Service whereby the Customer purchases, for an agreed price, in advance the required number of Support Hours specified on the Order Form.

Bulk Email - Any single email sent to more than 20 persons or email addresses simultaneously.

Business Critical Issue - A technical issue rendering 50% or more of the Customer's staff unable to perform their jobs.

Business Day - means any day 9am until 5pm, other than a Saturday or a Sunday, on which banks are open for normal business within a radius of 25 miles of the relevant Nominated Office.

Call-Out Charge - A rate to be advised by the Company to the Customer from time to time and to be the greater of (1) £75, Indexed, or (2) reasonable travel expenses (which in respect of car travel will be charged at a rate of not less than £0.50 per mile).

Charges - The Administration Fee(s), and/or the Handling Fee(s) and/or the Reconnection Charges due by the Customer to the Company under this Agreement.

Company's Acceptance - The Company's acceptance of the Order Form.

Company Broadband - A high bandwidth connection to the internet provided by or on behalf of the Company.

Compensation Scheme - The scheme identified in Appendix 3.

Computer - Any stand-alone computer or network of computers.

Computer Support Service - Such of the Services appearing in Appendix 4 which the Company agrees, in writing, to provide to the Customer.

Contract Duration - The period of 3 months from the Company's Acceptance in respect of any of the Services other than the Company Broadband or annually purchased services in that case the period is 12 months.

Contract Support - A Computer Support Service whereby the Customer agrees to purchase a number of Support Hours each month for the Contract Duration at an agreed price.

Customer - The person or persons who complete the Order Form.

Customer's Content - Any content of any description including but not limited to Data, webspace, content of chat rooms, instant messaging, email, newsgroup or any communications of whatever nature.

Customer's Responsibilities - Those obligations of the Customer appearing in clause 7 of the Terms and Conditions.

Data - Any information of whatever nature and without restricting the generality whether stored on a Computer or Server or in stored media format or is otherwise Transmitted; and includes computer programs, files, content, web pages, images, database files and Customer's Content.

Fees - The Additional Services Fees and/or the Services Fees.

Hardware - Includes, but is not restricted, to Parts.

Handling Fee - The fee charged by the Company for providing a copy of any Customer required media including post and packing. Such fee to be not less than £50 (exclusive of VAT) Indexed.

Hourly Rate - A rate to be advised by the Company to the Customer from time to time, Indexed.

Indexed - Increased by the Company each Year up to a maximum of 15% in any Year. If in any Year no increase is made the Company shall be entitled in the following Year or Years to apply an increase of up to a maximum of 15% per Year since the last increase (or where there has been no increase from the first anniversary of the Company's Acceptance).

IPR - Any intellectual property rights including but not restricted to any patent, trademark, design right, copyright or similar which may subsist under the laws of any jurisdiction.

Nominated Bank Account - The bank account nominated by the Customer when placing the first order with the Company for the Services.

Nominated Office - The office at the address referred to in the Order Form or where there is more than one address selected, at any time, by the Company at its sole discretion.

On-Site Support - The provision of technical advice and assistance by way of an On Site Visit as may be reasonably necessary in relation to the Services.

On-Site Visit - The Company attending at the Customer's Nominated Office, or any other agreed location, for the purpose of providing On-Site Support.

Order Form - The Company's Order Form completed in writing by the Customer.

Parts - Any parts or other goods reasonably required by the Company to be installed in, or as part of, the Customer's Computer, network, or agreed premises.

Project Support - A Computer Support Service for the purpose of dealing with a project that has been specified and agreed in writing with the Customer and will be charged at an agreed price.

Provider - Any third party the Company contracts with to provide the Services, or any part thereof, to or on behalf of the Customer.

Provider's Backup - Backup provided by or on behalf of a Provider.

Reconnection Charge - The total of:

- (1) The cost to the Company of re-connecting any of the Services,
- (2) the Administration Fee, and
- (3) applicable VAT on those amounts.

Remote Assistance - The provision of such technical advice and assistance by the Company to the Customer by; telephone, email or by a Remote Link as the Company may decide in its sole discretion, to be reasonably necessary in relation to the Services.

Remote Link - A web-based link to be provided by the Company as necessary, from the Company's chosen location to the Customer's computer at the Nominated Office.

Rolling Contract Duration - The same period as the Contract Duration, calculated in months from the end of the Contract Duration that will continue indefinitely until terminated.

Server - A computer dedicated to providing services to and/or for other computers.

Services - Such of the Services appearing in Appendix 1 and 4 which the Company agrees, in writing, to provide to the Customer.

Services Fees - The fees for the Services identified on the Company's Order Form.

Support Hour - One hour of support or technical assistance.

System - Any process, Computer, Server and any associated software, hardware and connections of whatever nature whether belonging to the Customer or any other person.

System Compliance - Maintenance of the System including, without limiting the generality, not adversely affecting network traffic generally, free from viruses and protected by suitable firewalls and internet security, free of obsolescence and/or general degradations.

System Requirements - The Computer's minimum specification shall be:

- PC or any other fully compatible computer;
- Intel Core i3 Processor or better;
- Windows 7 or more recent operating system;
- 500Gb of free space on your hard disk;
- 4Gb RAM;
- DVD drive;
- Mouse & Keyboard;
- Broadband connection or faster; and
- Web browser Internet Explorer 10 or above.

Terms and Conditions - These terms and conditions.

Transmit (and Transmitted)- Communicate by any means including, but not restricted to, download, possess, post, send, link, publish, distribute, copy, circulate, email, otherwise propagate or make available to other persons.

User Name - Any name or nomenclature associated with any Account forming part of or related to the Services.

Year - A calendar year the first day that is the date of the Company's Acceptance or any anniversary thereof.

1.1 Words importing the singular include the plural; words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa;

1.2 Reference to any statute or statutory provision or secondary legislation includes a reference to that statute or statutory provision, or secondary legislation as from time to time amended extended or re-enacted;

1.3 The headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

The Services

2. Where the Company has issued the Company's Acceptance, the Company shall make reasonable endeavours to provide the Services. The Services do not include the provision of new releases and new versions of software that may be otherwise available in connection with similar services. The Services shall be subject to the provisions appearing in Appendix 1.

3. The Company may suspend the Services temporarily without notice in an emergency or in order to improve, maintain or repair any part of the Services (including hardware or software connected therewith) or the Company's network or for other operational reasons. The Company will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum.

4. The Company cannot guarantee that the Services will be uninterrupted or error free. If a fault occurs, it must be reported to the Company by phone, email or in writing using the contact details set out on the Company's website (current at the date of reporting) and the Company will endeavour to rectify the fault.

5. In pursuance of the Company's policy of continuing service improvements the Company reserves the right to alter the look, feel, style, facilities and functionality of any of the Services at any time without giving prior notice but in doing so will endeavour not to materially diminish the overall functionality and value of the Services.

6. Assisted Services and Computer Support Services shall not be provided out with the hours of 09:00hrs and 17:00hrs on a Business Day.

6.1 If the Company agrees to do so, the Company reserves the right to charge double the Hourly Rate.

The Customer's Responsibilities

7. The Customer shall:-

7.1 comply with the Acceptable Use Policy;

7.2 ensure its Systems comply at all times with the System Requirements;

- 7.3 ensure its Systems at all times achieve System Compliance;
- 7.4 ensure it maintains its own systems for backup of Data, at intervals of no less than every 4 weeks, irrespective of the Services provided by the Company;
- 7.5 install and maintain a link to the internet sufficient to permit the Remote Link to be operational while the Customer requires the Services;
- 7.6 effect insurance in respect of accidental damage or loss of, or to, the Data and any Services interruption;
- 7.7 make arrangements for the transfer of Data prior to the termination date. The Company cannot accept any liability for any loss or damage incurred by you as a result of the deletion of such Data.
- 7.8 make security a priority and ensure that the System remain free from viruses, security threats, attacks and Data corruption.

Exclusions from the Services

8. The following are exclusions from the Services:-
 - 8.1 The Customer's Responsibilities
 - 8.2 The System being subject to damage or alteration due to accident, neglect, misuse by persons other than the Company, acts of God, failure or fluctuation of electrical power, viruses entering the network, or causes (of whatever nature).

Fees & Charges

9. The Customer shall pay the Services Fees in advance at the intervals identified in the Order Form. The Services Fee for the first calendar month shall be calculated by the Company pro rata based on the date on which the Company first starts to provide the relevant Services. The Customer shall pay the Additional Services Fees on demand.
10. The Customer shall pay the Charges on demand.
11. Failure to procure the Fees and Charges are collectible by the Company in accordance with clause 36 and 36A is deemed to be a material breach of contract (without the need to give time to remedy the breach).
12. All sums, whether Fees, Charges or otherwise are quoted exclusive of VAT. All sums due shall have VAT added.

Additional Fees

13. The provision by the Company of On-Site Support shall be deemed to be an Additional Service.
14. Work required to be carried out by the Company as a consequence of the breach of any of the Customer's Responsibilities shall be charged to the Customer at the Additional Services Rate.
15. Work requested to be carried out by the Customer which is not included in the Services shall be paid for at the Additional Services Rate.

Suspension & Termination of the Agreement

16. This Agreement will last for the Contract Duration unless terminated earlier in accordance with clause 17 and will continue thereafter for the Rolling Contract Duration, unless terminated in accordance with clause 17 or 18.

16A If payment is not received in full in accordance with clause 36 the Company shall be entitled to suspend the Services. In the event that the Services are suspended they will not be recommenced until the Customer has paid the Reconnection Charge.

17. Within the first 30 days of Contract Acceptance the Customer shall be entitled to terminate the provision of any Services under this Agreement by notice in writing received by the Company within the first 30 days but only in respect of the Services comprising Diamond Data Backup; Diamond Backup Lite; Spam Filtering; Hosted Email, Cloud Drive, Cloud Support and Contract Support. The Company will not reimburse any part of the Fee for the unused Services. The Customer may terminate the provision of any Services under this Agreement by giving at least 3 months notice in writing prior to the end of the Contract Duration, or the Rolling Contract Duration of its intention to terminate identifying which Services are to be terminated. The Company may terminate this Agreement, or the provision of Services under this Agreement, by giving 1 months notice at any time. In the event of termination by the Company under this clause the Company shall reimburse a fair and reasonable proportion of the Services Fees. It shall be assumed that a fair and reasonable proportion of the Services Fees is to be calculated on a pro-rata basis unless some other method appears to the Company to be more appropriate.

18. Either party may terminate the Services immediately upon written notice to the other party if the other party commits any material breach of any of the terms of this Agreement (and, if such a breach is remediable other than as to the time of performance, fails to remedy that breach within 30 days of that party being notified of the breach) or if the other party;

- (1) enters into an arrangement, compromise or composition in satisfaction of its debts (excluding a scheme of arrangement as a solvent company for the purpose of amalgamation or reconstruction) or
- (2) without a declaration of solvency, has a resolution passed or a determination is made that it be wound up or
- (3) has a winding up order or bankruptcy order made against it , or
- (4) has appointed to it an administrator or administrative, or
- (5) is the subject of any analogous arrangement, event or proceeding in any jurisdiction outwith Scotland, or
- (6) (additionally, in the case of a partnership or LLP) any partner (or Member) is the subject of an individual arrangement or any other event or proceedings referred to above.

19. The termination of this Agreement (or of any Services hereunder) in accordance with its terms shall be without prejudice to any other rights of the party terminating this Agreement, whether under this Agreement or otherwise, and to any pre-existing liability of the party in breach of this Agreement at the date of such termination.

19A Upon termination, the Company will be entitled to immediately delete all Data. It is your responsibility to make arrangements for the transfer of Data prior to the termination date. The Company cannot accept any liability for any loss or damage incurred by you as a result of the deletion of Data.

Hardware and Warranties

Hardware orders

20. No order for Hardware shall be accepted by the Company until it has been confirmed by you in writing and where applicable the required deposit paid.
21. All times and dates given for delivery of Hardware are given in good faith and shall not be of the essence of any contract. Late delivery shall not entitle you to reject the Hardware or terminate this Agreement.
22. You shall inspect any Hardware provided by the Company as soon after delivery as is reasonably practicable and notify the Company in writing of any defects or damage in the Hardware within five days of delivery. If you fail to comply with this clause, the Company shall be under no legal obligation in respect of any alleged defects or damage.
23. Any new Hardware provided to you by the Company to remedy any breakdown or failure of the System shall be covered by the manufacturer's warranty.
- 23A. It is your responsibility to return the warranty card (if applicable) to the manufacturer. In the event of any malfunction of the new Hardware, you should contact the manufacturer. The Company does not assume any responsibility for any malfunction of the new Hardware.
24. If the Hardware provided by the Company is second-hand, you shall be informed of this fact and be provided by the Company with a limited warranty, the terms and conditions of which will be explained to you at the time of purchase. Unless otherwise expressly agreed, the Company does not warrant the replacement of defective Hardware or parts of Hardware.

Passing of Property and Retention of Title

25. From the time of delivery the Hardware shall be at your risk and you shall be solely responsible for its custody and maintenance but, unless otherwise expressly agreed in writing, the Hardware shall remain the property of the Company until all payments under this Agreement and on any other account whatsoever have been made in full and unconditionally.
26. Whilst the ownership of the Company continues, you shall keep the Hardware separate and identifiable from all other property in your possession as bailee for the Company.
27. In the event of any resale by you of the Hardware, the beneficial entitlement of the Company shall attach to the proceeds of sale so that such proceeds or any claim therefore shall be assigned to the Company. Until such assignment, such proceeds shall be held on trust in a separate identified bank account for the Company by you and such proceeds shall not be combined with other moneys or paid into any overdrawn bank account and shall at all times be identifiable as the Company's money.
28. In the event of failure to pay for the Hardware upon the due date, the Company shall be entitled to recover the Hardware from you, such entitlement being additional to (and not in substitution for) any other entitlement by operation of law or implication or otherwise, and for such purpose, you hereby grant the Company, its agents and employees an irrevocable licence to enter upon any premises or land occupied or owned by you to repossess the Hardware.
29. Pending the passing of title of the Hardware, you shall at all times keep the Hardware comprehensively insured against loss or damage by accident, fire, theft and other risks in an amount at least equal to the balance of the price for the same.

30. In the event of termination of the Services, if delivery of any Hardware has been effected and however payment has not been made in full for the Hardware, the invoice shall immediately become due and payable by you to the Company. In the event of termination of the Services, if delivery of any ordered Hardware has not yet been effected, the Company may cancel the order for the Hardware or cancel or suspend delivery.

General

Standards of Professional Conduct

31. The Company shall treat you and your employees with respect at all times, especially during times of business crises. In return, you shall treat the Company and its employees, contractors and vendors with the same respect. The Company will terminate this Agreement if the Company's employees, contractors or vendors are uncomfortable with their treatment by you or your employees and the standard period of notice shall not apply.

32. The Company does not accept responsibility for ensuring that your systems are free from items which are in infringement of copyright, including, but not limited to software and music. The Company endeavours to notify you of any breaches of copyright, however, the Company may not be held responsible in respect of legal costs, fines or loss of profits as a result of copyright infringements, even if the Company was aware of such an infringement.

Health and Safety

33. In the event of the Company installing cables in your business office, it will ensure that all cables are out of the immediate way of the office workers but the responsibility to ensure that the cabling meets the health and safety standards set by your office remains with you and you shall indemnify the Company of all responsibility for the safety of cabling.

Prices

34. The Company has the right to revise prices for any goods, Charges or Fees at any time to take into account increases in costs including, without limitation, any taxes (other than taxes on income), duties, levies or exchange rates or costs arising as a result of site conditions, delays, interruptions, lack of information and any other factor beyond the Company's control. The price for any goods (including Hardware) shall be treated as exclusive of VAT unless otherwise stated. The price shall be paid on the date of the invoice. Failure to pay the invoice on that date may be treated by the Company as a material breach of this Agreement.

35. Unless otherwise agreed in writing, the price payable for any Hardware provided to you by the Company is subject to the Company's right to require payment of packaging charges, delivery charges, insurance costs, custom duties, and special handling charges.

Payment

36. The Services Fees are payable in advance by direct debit collected from the Nominated Bank Account. The sums payable will be collected on the first day of each month. No refunds will be provided in respect of any part of a month or year. The Additional Services Fees and Charges may also be collected by the Company from the Nominated Bank Account from time to time. The Company may agree in writing to some other method of payment.

36A. Where the Company is unable to collect the sums due from the Nominated Bank Account on the appropriate date the Company reserves the right to charge the Administration Fee.

37. Any sum not paid timeously, shall bear interest from the due date until paid at the rate of 11% per annum above the standard banking base rate.

Intellectual Property

38. Unless otherwise agreed in writing, any software code written by the Company's employees, agents or sub-contractors and all intellectual property rights of whatever nature in such software code and the documentation for it are and shall remain the property of the Company. The Company reserves the right to grant licences to use such software code to any other party or parties, provided that such licences do not affect the provision of any of the Service to you pursuant to this agreement.

Force Majeure

39. In these terms, force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (other than the inability to pay the sums due under this Agreement), including, without limitation, any acts or intervention of Government or Government agencies, fire, flood or explosion, Act of God, declared or undeclared war, riots or civil commotion, strike, lockout or other form of industrial action or trade embargo. Factors affecting the Providers and/or their ability to provide any part of the Services are deemed to be beyond the control of the Company

40. Neither party shall be deemed to be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in the performance or non-performance, of any of its obligation under this Agreement to the extent that such delay in performance or non-performance is due to any event of force majeure of which it has promptly notified the other party and the time for performance of that obligation shall be extended accordingly. However, force majeure shall not excuse non-payment.

41. If the force majeure in question prevails for a continuous period of six months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

Limitation of Liability

42. You must notify the Company within 5 Business Days (or such longer time as is reasonable) of any circumstances which you consider amount to a breach of this Agreement by the Company.

43. The Company's liability to you for any death or personal injury caused by the negligence of the Company, its employees, agents or sub-contractors shall not be limited in any way and the following paragraphs shall be read as subject to this paragraph.

44. The Company will only accept liability for any claim by you, whatever its cause, if it can be shown that the results were directly the result of a breach of contract by, the Company or its employees. Compensation will (unless the Compensation Scheme applies) only cover the reasonable repair costs, or (where repair is not in the Company's opinion reasonably possible) replacement cost, of physical damage to property (excluding Data). Such replacement cost being on a like for like basis taking due account of actual, or reasonably assessed, wear and tear.

Where the property damaged cannot, in the Company's opinion, be reasonably sourced it will be entitled to make payment in respect of a reasonably equivalent item.

45. The Company shall not be liable for any losses arising out of, or in any way connected with, the Customer's failure to comply with the Customer's responsibilities identified in clause 7.

46. The Company shall not be liable to you in respect of any loss of profits, loss of goodwill, loss of business, loss of revenue, loss of contracts, loss of anticipated savings or for any type of special, indirect or consequential loss or damage suffered by you howsoever caused.

47.1 Where the Company is in breach of the Agreement and such breach can be remedied by either re-performance or compliant performance of the Company's obligations within a reasonable time, such re-performance and/or compliant performance shall be the Customer's sole remedy in respect of such breach.

47.2 Except in the case of physical damage (where clause 44 applies) the entire liability of the Company to you in respect of any loss or damage arising from any breach of the contractual obligations by the Company under this Agreement or any representation, statement or delictual act or omission by the Company is limited to the sums due in respect of the Compensation Scheme.

Confidentiality and Data Protection

48. The Company reserves the right to, and to permit the Providers the right to, access the Customer's Data and details to establish;

(a) file size,

(b) file type and

(c) file names for the purposes of account management and security.

49. The Company is registered under the Data Protection Act 1998.

50. In respect of your confidential or personal information, the Company will never sell or give this to third parties. It will only be used to contact you regarding;

(a) service issues,

(b) security issues,

(c) special offers or

(d) information regarding other services of the Company.

Amendment of these Terms and Conditions

51. The Company reserves the right to update these Terms and Conditions at any time by written notice to you, in which case you will be deemed to have accepted the updated terms and conditions if you have not advised us in writing within 14 days of the date of the written notice that you do not accept them.

52. No variation of any of the terms of this Agreement (except in terms of clause 51) shall be effective unless it is in writing and signed by, or on behalf of, each of the parties to this Agreement and in the case of the Company, by a director of the Company. In the event of any inconsistency or ambiguity between the terms of this Agreement and terms of such variation, the terms of this Agreement shall, unless otherwise specified, prevail over the terms of such variation. The expression "variation" shall include any variation, supplement, deletion or replacement, however effected.

Invalidity and Severability

53. If at any time any one or more of the provisions of this Agreement shall be declared by a court to be invalid, illegal or unenforceable in any jurisdiction, such provision shall, to the extent required, be severed from this Agreement and shall not in any way affect or impair the validity or enforcement of that provision in any other jurisdiction or the validity or enforcement of the remaining provisions of this Agreement in any jurisdiction. The parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid provision, the effect of which is the closest possible to the intended effect of the invalid, illegal or unenforceable provision.

"Battle of the Forms"

54. It is the Company's express intention only to contract under the terms and conditions in this Agreement. The Company is unable to contract under any other terms and conditions presented to us by you at any time. If you do present us with alternative terms and conditions at any time, the terms and conditions outlined in this Agreement shall have effect, and your terms and conditions will have no effect.

Writing includes Email

55. For the avoidance of doubt, references in these terms and conditions to writing include email except in relation to clauses 17, 22, 51, 52 and 64.

Solicitation

56. If you directly or indirectly solicit or entice away from the employment of the Company any person employed or engaged by the Company in the provision of any of the services to you, or employ or otherwise engage any person who was employed or engaged by the Company in the six months prior to the solicitation or enticement in the provision of any of the services to you, you shall pay to the Company a sum equal to 20 per cent of the starting salary that is payable to that person by you.

Headings and Precedence

57. The headings in this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

58. Not used.

Entire Agreement

59. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject matter.

60. Each party acknowledges that in entering into this Agreement it has not relied on , and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

Waiver

61. No custom or practice of the parties at variance with this Agreement and no delay or omission on the part of the Company in exercising or enforcing of any right, power, privilege or remedy under this Agreement shall be construed or operate as a waiver of such right, power, privilege or remedy or otherwise prejudice the exercise or enforcement of such right, power, privilege or remedy. No waiver by any party of any breach of this Agreement shall be binding unless made expressly and in writing. Any such waiver shall relate only to the breach to which it expressly relates and shall not apply to any subsequent or other breach. No single or partial exercise or non-exercise of any right, power, privilege or remedy shall in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

Remedies Cumulative

62. Any right, power, privilege or remedy (including, without limitation, any right of rescission or termination) conferred upon a party under this Agreement shall be in addition to (and without prejudice to) all other rights, powers, privileges or remedies available to that party by reason of any breach of any provision of this Agreement (including, without limitation, any right of rescission conferred by statute or by common law).

Assignment

63. You may not, without the written consent of the Company, assign, charge or otherwise dispose of any of your rights under this Agreement. The Company shall be entitled, without your consent, to assign its rights and sub-contract its obligations under this Agreement to any other firm, person or company.

Notices

64. Any notice, consent or confirmation to be given under this Agreement shall be in writing and shall be served by;

- (a) delivering it personally or
- (b) sending it by recorded delivery or
- (c), in the case of an address for service outside the United Kingdom, registered airmail or
- (d) by fax to the party to be served at the address or facsimile transmission number stated below or such other address or number in the United Kingdom as may be given for the purposes of this Agreement by written notice to the other party.

65. Any such notice shall, subject to the following paragraphs, be deemed to have been received:

65.1 if delivered personally, at the time of delivery;

65.2 if sent by first class recorded delivery post, two Business Days from the date of posting;

65.3 if sent by first class post with a certificate of posting, two Business Days from the date of posting;

65.4 if given by registered airmail, at 09:00 (local time in the place to which the notice is sent) on the fifth Business Day after the date of posting; and

65.5 if given by fax, at the time transmission has been confirmed by an activity report or journal showing the fax number of the recipient, the time of transmission and the number of pages successfully transmitted.

66. if given in accordance with the clause 65.1 or 65.2 of the foregoing provisions deemed receipt occurs:

66.1 before 09:00 on a Business Day, the notice shall be deemed to have been received at 09:00 on that day;

66.2 after 17:00 on a Business Day or at any time on a day which is not a Business Day, the notice shall be deemed to have been received at 09:00 on the following Business Day.

67. Notwithstanding the foregoing provisions, if the party sending the notice, consent or confirmation can prove that it was received earlier than the time for deemed receipt set by the foregoing provisions by showing a signature recording receiving the delivery, the communication in question will be deemed to have been received at the time of recording of the signature.

68. The address for service upon the Company is its registered office from time to time. The fax number for service upon the Company is the number shown on our headed paper from time to time. Your address and fax number for service are those last known to us from time to time.

No partnership

69. Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the Company and you or the relationship of principal and agent between the Company and you and neither party shall have any authority to act on behalf of or otherwise to legally bind the other in any way.

Governing Law and Jurisdiction

70. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by the law of Scotland.

71. The parties irrevocably agree that the courts of Scotland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

APPENDIX 1

HOSTED SERVICES

(9th June 2015)

1. General

1.1 All Services may be provided on behalf of the Company by a Provider.

1.2 The Customer warrants that they are at least 18 years of age and/or warrants that the Services will not be used by anyone under the age of 18 years.

1.3 The Customer warrants they have a reasonable working knowledge of the facilities comprising the Services to the point of being able to use the services unassisted except where an Assisted Service forms part of the Services.

1.4 The Company is not obliged to offer support (except where expressly provided otherwise) with respect to the configuration of software to use the Services (other than to provide the necessary Server details).

1.5 The Customer acknowledges and confirms that the Customer owns or is licensed and are permitted to Transmit to the Company all data without breach of any law, agreement, arrangement or duty or the rights of any third party.

- 1.6 The Customer acknowledges that it is responsible for providing (and paying for) its own internet access facilities unless the Company's Broadband forms part of the Services.
- 1.7 All communications with the Company shall be in English only.
- 1.8 The Company's unlimited Services have no limits on the amount of access the Customer may have to the Services or the amount of Data which may be Transmitted. The Company reserves the right to change this and may introduce limits in the future. The Company will notify the Customer if there is any change.
- 1.9 The Company shall be entitled to amend the terms on which the Services are provided at any time.

2. Service Interruptions

- 2.1 The Company will use reasonable endeavours to ensure the integrity and security of the Services.
- 2.2 The Company does not guarantee that the Services will be free from unauthorised users or hackers.
- 2.3 The Company does not guarantee System Compliance.
- 2.4 The Customer shall use reasonable endeavours to achieve System Compliance.
- 2.5 The Company shall use its reasonable endeavours to make the Service available to the Customer from time to time but the Company shall not, in any event, be liable for interruptions of the Services except as provided for in the Compensation Scheme.
- 2.6 The Company is unable to guarantee a fault-free Service all the time. The Customer should report a fault in the Service to us by telephone, letter, fax or email. The Company will try to correct, or have corrected the fault as soon as reasonably practical.
- 2.7 The Customer's access to the Service may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or services. The Company will restore the Service as soon as reasonably practicable after any such restriction.
- 2.8 The Company shall have the right to suspend the Services at any time and for any reason, without notice, but if such suspension lasts or is to last for more than 10 days the Company will use reasonable endeavours to notify the Customer of the reason.

3. Data (including email)

- 3.1 The Customer understands and acknowledges that the Company is not liable for the integrity of the Data or the fact that it may be corrupt.
- 3.2 The Company shall not be liable for any loss, claim or damage which is caused by a failed backup and/or Data restore.
- 3.3 The Company shall have no liability for any loss or damage to any Data stored on the Server.
- 3.4 The Company shall have no liability for any delay in relation to Data Transmitted or which fails to be Transmitted (whether to be communicated by or to the Customer).
- 3.5 The Customer is advised to make local back-ups of the Data.
- 3.6 Data maybe encrypted with a password. If the Customer forgets the password, the Company will be unable to restore the Data. The Company cannot access the Data without your password. The Company will levy charges commensurate with the contract agreement where the Customer requests assistance with any recovery attempts.
- 3.7 The Company makes no representation and gives no warranty as to the accuracy or quality of Data received by any person via the Server.
- 3.8 The Customer shall effect and maintain adequate insurance cover in respect of any loss or damage to Data.
- 3.9 The Providers and or the Company may provide or carry out Data backup from time to time. These backups are made on a snap-shot basis and, therefore, capture only the information

that exists on the system at the time of the backup. The Providers may destroy all but the most recent backup. These backups may not be available to the Customer or, if available, may not be useful to the Customer outside of the Providers' systems. Such backups, if they are available, will be charged for as an Additional Service.

3.10 The Company shall be under no liability for non-receipt or misrouting of email or for any other failure of email.

4. Accounts & Passwords

4.1 The Customer must use a User Name and password to access the Services, which will be created by the Company from the details the Customer provides.

4.2 The Company cannot guarantee that any User Name will be available or approved for use. If the Company has reasonable grounds for thinking that the User Name the Customer has chosen may be in breach of anyone's rights, or is allocated to another person, the Company may ask the Customer to choose a replacement User Name or may provide a choice of User Name from which the Customer must select.

4.3 The Company will email the Customer's User Name and password upon setup of the Account. This email will contain the password for recovering the encrypted backup files. If the Customer does not receive these for any reason, the Customer must inform the Company.

4.4 The Customer agrees to take all necessary steps to ensure that any password is kept confidential, secure and used properly. The Customer is responsible for the security and proper use of any passwords provided to the Customer in connection with the Services and the Company will not be responsible to the Customer in the event that a person gains unauthorised access to the Account.

4.5 The Customer agrees to inform the Company immediately if the Customer has any reason to believe that its password has become known to an unauthorised third party or if the password is being or likely to be used in an unauthorised manner.

4.6 The Customer agrees not to share its password or the use of the Account with any third party.

4.7 The Customer agrees to inform us immediately of any changes to the information that the Customer provided when registering for the Services, including any changes to any information associated with the Account.

4.8 If the Company have reason to believe that there is likely to be a breach of security or misuse of the Service, the Company may change the Customer's password and/or User Name and notify the Customer accordingly.

4.9 The Customer shall keep secure any identification, password and other confidential information relating to the Account and shall notify the Company immediately of any known or suspected unauthorised use of the Account or breach of security, including loss, theft or unauthorised disclosure of the password or other security information.

4.10 Neither the Services nor the Account may be transferred nor used by anyone other than the Customer. No more than one log-in session under any one Account may be used at any time. If the Customer has multiple Accounts, the Customer is limited to one login session per Account at any time; user programs may be run only during log-in sessions. If the Account is found to have been transferred to another party, or shows other activity in breach of this clause, the Company shall have the right to cancel the Account and terminate the Services immediately.

5. Acceptable Use Policy

- 5.1 The Customer shall comply at all times with the Acceptable Use Policy.
- 5.2 The Company shall be entitled to amend the terms of the Acceptable Use Policy at any time.

6. Online Data Backup Generally

- 6.1 The Customer is entirely responsible for telling the Company which data to backup and ensuring that the correct data is selected for backup.
- 6.2 It is the Customer's responsibility to check the backup logs and ensure that all their backups run when desired and without errors.
- 6.3 Good data processing procedure requires that any program be thoroughly tested with non-critical data before relying on it.
- 6.4 The Providers may provide backup from time to time. These backups are made on a snap-shot basis and, therefore, capture only the information that exists on the system at the time of the backup. The Providers may destroy all but the most recent backup. These backups may not be available to the Customer or, if available, may not be useful to the Customer outside of the Providers' systems.
- 6.5 The Company will email the Customer's User Name and password upon setup of the Account. This email will contain the password for recovering the encrypted backup files. If the Customer does not receive these for any reason, the Customer must inform the Company.
- 6.6 Data is encrypted with a password which will be given to the Customer on Services commencement. If the Customer forgets the password, the Company will be unable to restore the Data. The Company cannot access the Data without your password.
- 6.7 Support rendered in recovering data from the Customer's backups only covers the reinstatement of the Data which have been backed up. It does not cover reinstalling any Systems.
- 6.8 No guaranteed timescale for reinstatement of Data can be given as it depends entirely upon the Customer's situation.
- 6.9 The Customer undertakes to update the software promptly on notification by the Company as subsequent versions are released.
- 6.10 The Customer acknowledges that the software's features may vary from release to release.
- 6.11 The Company accepts no liability for any failure in the Services where:
 - 6.11.1 The Customer attempts to access them with a version of the software which is not current;
 - 6.11.2 the Software fails for any reason, including but not restricted to:-
 - 6.11.2.1 failure to follow instructions correctly;
 - 6.11.2.2 failure of the software to operate with other software (including firmware);
 - 6.11.2.3 hardware malfunctions;
 - 6.11.2.4 there is any corruption or failure of encryption or decryption key;
 - 6.11.2.5 the loss or corruption of any password or other identification token;
 - 6.11.2.6 loss of or corruption of data caused while the data is in transit to or from the Company's storage facility;
 - 6.11.2.7 The Customer is frozen out of access to the Services owing to a denial of service.
- 6.12 In the event of a Data loss the Company will provide, at its sole discretion, reasonable Data recovery guidance to assist the Customer to restore the Data to its original operational state. The Company shall deliver or post to the Customer a copy of the Backup on disc if requested and the Customer will pay the Handling Fee in advance.
- 6.13 If the Customer exceeds its backup quota for the contracted package for a period exceeding one month, the package will automatically be upgraded to suit the amount of Data the Customer is backing up. The Account will be downgraded once the Customer reduces the

amount of Data being backed up, subject to being charged a minimum of one month at the larger package.

7. Diamond Data Backup

7.1 Diamond Data Backup is an Assisted Service.

7.2 The Customer is entitled to Remote Assistance.

7.3 An engineer from the Company will be responsible for installing the software on your Computer unless agreed otherwise by both parties.

7.4 The Company will generate daily emails showing which data has been backed up which will be forwarded to the Customer from time to time. Each backup report email the Customer receives shows the backup settings. The Customer must check these to ensure they are correct.

7.5 If the Customer has received no emails from the Company after this service has been running for one week the Customer must check its junk mail controls and call the Company. The Company will not be aware that the Customer has not received the emails.

7.6 The Company will not backup the default Music, Video and Picture folders on the Customer's computer because of the size of these folders. If the Customer does wish them to be backed up, the Customer must inform the Company in writing.

8. Diamond Backup Lite

8.1 Diamond Backup Lite is not an Assisted Service.

8.2 The Customer is entitled to Remote Assistance to install the software on a single Computer and once only, of the software by one of the Company's technicians. Once installed, it is the Customer's responsibility to manage the backups.

8.3 The Company may offer a free backup quota to the Customer in some cases. The Customer will be informed when they exceed the allocated free quota. If the Customer is still over the free quota after four weeks, then the Customer will automatically be upgraded to the next package under the terms of this agreement.

9. Spam Filtering

9.1 The Spam Filtering service filters spam and malicious emails before they reach the Customer's Server.

10. Domain Names

10.1 The Domain Names service allows the Customer to request that the Company purchase a domain name and register it in the Customer's name.

10.2 The Company may refuse to register any domain name for any reason. In that event the Customer will be refunded the registration fee. Registration by the Company of any domain name does not grant or imply the grant to the Customer of the right to the use of such domain name in whole or part.

10.3 If the Company is requested to register a domain name on the Customer's behalf, the Company shall use its reasonable endeavours to do so. The Company accepts no responsibility if, at the time of making the application, the domain name is no longer available or the registration does not complete with the registry. At the time of ordering the Company will indicate whether or not your chosen domain is available. Regardless of this check, the Company may be unable to register your chosen domain at the time of order processing. In this case the Customer may request an alternative domain or a refund to the value of the domain registration fee. The Customer should not assume registration until the Company notifies the Customer of its successful registration. Any action taken by the Customer before such notification is at the Customer's risk.

10.4 It remains the Customer's responsibility to check that registrations are complete and the domain name is renewed prior to expiry.

10.5 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority. The Customer shall ensure that it is aware of those terms and conditions and that it complies with them.

10.6 The Customer shall have no right to bring any claim against the Company in respect of refusal to register a domain name and/or any restrictions on its use and/or by reason of the terms and conditions and/or their effect.

10.7 The Company shall have no liability in respect of the use by the Customer of any domain name; any dispute between it and any other person must be resolved without the Customer seeking to involve the Company. If any such dispute arises, the Company shall be entitled, at its discretion and without giving any reason, to withhold, suspend or cancel the domain name. In such circumstances the Company shall also be entitled to but not obliged to make representations to the relevant naming authority and the Company shall not be obliged to take part in any such dispute. Any expense or costs the Company incurs including the time costs in connection with such dispute or proceedings will be reimbursed by the Customer as an Additional Service.

10.8 The Company shall not release any domain to another provider unless full payment for that domain has been received from the Customer.

10.9 The Company reserves the right to refuse registration of any requested domain name where the Company believes that there may subsequently be a challenge by a trademark or unregistered trademark holder. If the Customer is unsure of the existence of a potential trademark conflict the Customer should consult the Patent Office at <http://www.patent.gov.uk> where existing trademark applications / registrations may be checked online. The Company will accept no liability for any claims against a domain name holder from the holder of any registered or unregistered trademark. Registration by the Company does not imply that the name does not infringe any trademark or other right. The Company's fees remain payable even should the domain name infringe a third party trademark or right.

11. Website Hosting

11.1 The Website Hosting service is the provision by the Company of a defined amount of space on a Server on which website content can be stored for the purpose of viewing that content by a suitable computer.

11.2 Unless otherwise agreed in writing, the Website Hosting service is charged annually in advance. You may terminate the Website Hosting service at any time but if you do so you will not be refunded any part of the annual charge.

11.3 You will be refunded part of the annual charge if the Company terminates the Website Hosting service during the year otherwise than in accordance with these terms.

12. Broadband

12.1 The Company Broadband service is the provision of access to the internet.

12.2 The Company can only provide the Company Broadband service in areas of the United Kingdom in which the Company are technically able to from time to time and the Company will endeavour to provide the Company Broadband service to the Customer at the access rate agreed with the Customer in writing, but the speed may be affected at times due to network congestion and other reasons including, but not restricted to, the telecoms infrastructure.

12.3 The Customer will require an appropriate fixed telephone line. The Customer is responsible for providing a suitable Computer modem and any other items of hardware or communications equipment necessary to enable the Customer to access the Service.

12.4 By the Customer applying for the Service the Company will make an application on the Customer's behalf to upgrade your phone line to support an ADSL service. If the application is

successful and provided that the Customer has met and continues to comply with the Terms & Conditions, the Customer will be provided with the Service.

12.5 If the Company is unable to provide the Customer with the Service because of incompatibility of the phone line the Company will notify the Customer as soon as possible.

12.6 The Company will use its reasonable endeavours to begin providing the Broadband on the date agreed with the Customer but the Company will not be liable for any failure to meet such a date.

12.7 Notwithstanding the standard term, the Company's Broadband has a contract length of a minimum of 12 months.

13. Cloud Drive

13.1 The Cloud Drive service is the provision by the Company of an amount of storage space on the internet which can be accessed using the software provided for the purposes of storing data online which can be accessed from a single computer.

13.2 Although the Cloud Drive service may be used as a backup service, the Customer agrees that it will maintain at least one additional current copy of the Data stored on the Cloud Drive somewhere other than on the Cloud Drive.

13.3 Data is encrypted with a password which will be given to the Customer on Services commencement. If the Customer forgets the password, the Company will be unable to restore the Data. The Company cannot access the Data without your password. The Company will levy charges commensurate with the contract agreement where the Customer requests assistance with any recovery attempts.

13.4 Where the Cloud Drive is being used as a backup the provisions under the heading "Online Data Backup Generally" apply.

14. Hosted Email

14.1 The Hosted Email service is an email system which enables the Customer to send and receive emails and connect to those emails via the Company's interface or appropriate software on your computer or mobile phone.

14.2 Each email address, except where it is set up as an alias, will be assigned to a single mailbox.

14.3 The Hosted Email service is backed up on a periodic basis.

14.4 The Customer is responsible for checking email regularly (and at least every 7 days) and storing any emails the Customer wishes to keep. The Customer's mailbox will be limited to a capacity of 50GB or such greater capacity as stated on the Order Form. The customer will be unable to send or receive emails once that capacity is reached without creating space in the mailbox.

14.5 The maximum size of email which the Customer will be permitted to send or receive is 10Mb, or a greater size as stated on the Order Form or in writing by the Company.

14.6 In some cases, the Company may supply the Customer with a copy of an email program capable of connecting to the Hosted Email service for the purposes of accessing emails. Upon termination of this contract, this program must be removed by the Customer from the Customer's computer and written confirmation provided that this has been done.

15. Cloud Support

15.1 Cloud Support service combines one hour of Cloud Assistance monthly for Hosted Email and Diamond Backup Lite.

15.2 In the event of a breakdown or failure of the Customer's computer system, the Company will give a response to such problem within such reasonable time as the Company agrees with you, and the Company shall endeavour to remedy the same as soon as reasonably practicable.

15.3 Any assistance which the Company deems to require an Onsite Visit will be chargeable at the Additional Services Rate.

APPENDIX 2

ACCEPTABLE USE POLICY ("AUP")

(5 September 2011)

1. Introduction

1.1 The Company has developed an Acceptable Use Policy ("AUP") to enable the Customers to have an understanding of what is and is not acceptable when using the Services.

2. Illegal and Inappropriate Activities

2.1 Whilst using the Services you must comply with the relevant laws that apply in the UK. You should also be mindful of the fact that the internet is a global medium and is regulated by the laws of many different countries. Material which is legal in this country may be illegal in another and vice versa.

2.2 These are some of the things that you must not do whilst using the Services:

2.2.1 Attempt to, nor, Transmit anything which is unlawful, threatening, abusive, malicious, menacing, defamatory, obscene, pornographic, blasphemous, profane, annoying, false or otherwise objectionable in any way;

2.2.2 Attempt to, nor, Transmit any unsolicited commercial or unsolicited Bulk Email;

2.2.3 Attempt to, nor, Transmit any of the Company's software including but not limited to installation software and access software;

2.2.4 Attempt to, nor, gain unauthorised access to any Computer for any purpose, including accessing the Internet;

2.2.5 Attempt to, nor, impair the operation of any Computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;

2.2.6 Attempt to, nor, infringe the rights of others, including the right of privacy and any IPR including such rights or similar rights which may subsist under the laws of any jurisdiction.

2.2.7 Attempt to, nor, use the Server in any manner which infringes any UK law (or laws applicable in your own country) or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so;

2.2.8 Attempt to, nor, make use of the Server in a way which is, or maybe, detrimental to our other customers.

3. The Company's Rights and Obligations

3.1 The Company and/or the Providers may disclose information to law enforcement agencies and public authorities and/or bodies that are legally entitled to obtain such information. The Company and/or the Providers will comply with court orders to disclose information.

3.2 The Company may monitor Customer's Content but does not guarantee that this is free from illegal material or other content which could be considered unacceptable by others.

3.3 The Company or the Providers may operate systems to ensure compliance with the AUP, including without limitation network scanning and testing of open servers and mail relays.

4. Changes to the AUP

4.1 The Company may change the AUP from time to time and a message will be posted on this website when it does so.

4.2 You agree that you will check the website for changes to the AUP at intervals not exceeding 3 months.

4.3 This version of the AUP was last updated in September 2011.

APPENDIX 3

COMPENSATION SCHEME

(21 March 2011)

1. Introduction

1.1 In the event of the unavailability of the Services due to breach of contract by, the Company, the Customer will be eligible for a credit in respect of the sums due by the Customer to the Company in respect of the individual Services ("the Sums Due") in accordance with the following arrangements.

1.2 Credits will be calculated as a percentage of the Sums Due in respect of those Services which were unavailable for the month during which the unavailability occurred. The credit will be allocated at the end of the appropriate billing period (e.g. where billing is every 12 months the credit will be allocated at the end of the 12 months).

1.3 No credit or accumulation of credit shall exceed 100% of the Sums Due in any month (or which would be due if the sums due were calculated pro-rata for any month). The customer shall not be entitled, in any 30 day period, to credits exceeding 100% of the Sums Due in any calendar month.

1.4 The Company guarantees that the following Services will have a 99% availability in any calendar month. The 99% guarantee allows for 7 hours unavailability per Service per month ("7 hours Downtime"). For each additional continuous period of 60 minutes unavailability per Service that month you will be entitled to a credit against the Sums Due for that month amounting to 5% of the payment the Sums Due that month up to a maximum of 100% credit for that month.

Service:

Broadband

Cloud Drive

Hosted Email

Spam Filtering

Website Hosting

1.5 The Company guarantees that the following Services will have a 95% availability in any calendar month. The 95% guarantee allows for 36 hours unavailability per Service per month ("36 Hours Downtime"). For each additional continuous period of 60 minutes unavailability per Service that month you will be entitled to a credit against the Sums Due for that month amounting to 5% of the Sums Due that month up to a maximum of 100% credit for that month.

Service:

Diamond Data Backup

Diamond Backup Lite

1.6 In respect of the Cloud Support Service the company endeavours to provide a response within 2 hours but offers no guarantee. In the event that the Company has been unable to respond to your request for support within 3 Business Days ("3 Business Days Downtime") you will, for each additional continuous period of 60 minutes unavailability, be

entitled to a credit against the Sums Due for that month amounting to 5% of the Sums Due that month up to a maximum of 100% credit for that month.

1.6.1 In respect of the Contract Support, the Company guarantees to provide a response within 4 hours if the Customer informs the Company that it is experiencing a Business Critical Issue. In the event that the Company has been unable to respond to your request within 4 hours you will, for each additional 60 minutes without response between 09:00hrs and 17:30hrs on a Business Day, be entitled to a credit against the Sums Due for that month amounting to 5% of the Sums Due that month up to a maximum of 100% credit for that month.

1.7 In calculating the 7 Hours Downtime, the 36 Hours Downtime and the 3 Business Days Downtime there shall be disregarded any unavailability of the Services of which the Company gave at least 24 hours notice.

1.8 In no event will the credit for any month in respect of any Service exceed the Service Fee for that month.

1.9 If the Company provides any other Services not expressly mentioned here the Company shall be entitled, at its sole option and at any time, to decide whether to provide compensation calculated under paragraphs 1.4, 1.5 or 1.6.

APPENDIX 4

COMPUTER SUPPORT SERVICES

(21 March 2011)

1.0 Introduction

1.1 The Company may provide technical advice and assistance to you by Remote Assistance and/or On-Site Support as may be reasonably necessary to assist you in resolving any problems or requests for assistance relating to your computer system in the form of Adhoc Support, Contract Support, Block of Hours Support and/or Project Support.

1.2 The company will provide the Computer Support Service as detailed on the Order Form in exchange for payment of the Service Fee.

2.0 Computer Support Service Generally

2.1 The Company will ensure that assistance is given by staff with sufficient knowledge and experience to answer your questions, or to enact the procedure set out in paragraph 2.2 below.

2.2 In the event of a breakdown or failure of your computer system, the Company will give a response to such problem within such time after notification of it by you as we have agreed with you, and the Company shall endeavour to remedy the same as soon as reasonably practicable.

2.3 The Compensation Scheme in Appendix 3 is applicable to Contract Support.

2.4 The Company does not offer a "no fix no fee" system. You agree to pay for all the Support Hours incurred in diagnosing and troubleshooting.

2.5 The Company does not guarantee to fix any technical issue within a given period of time, or at all.

2.6 In the case of Adhoc Support and Block of Hours Support, a Call-Out Charge will apply for an Onsite Visit of less than four Support Hours in duration.

3.0 Contract Support

3.1 The monthly Support Hours in a Contract Support are averaged over a "Calendar Quarter" (those being: January to March, April to June, July to September and October to December). If you use more Support Hours than you have paid for in a Calendar Quarter, you

will be charged for the additional Support Hours at the Hourly Rate. Unused Support Hours do not carry forward to the Calendar Quarter.

3.2 You may alter your agreed monthly Support Hours at six-monthly intervals.