

Vision 108 Inc.

Managed VPS/Server (Specific) Service Agreement



1. GENERAL

- 1.1. This Agreement consists of these Specific Terms, the Master Service Agreement and any Specification provided to you.
- 1.2. In these Specific Terms, the followings words and phrases have the following meanings:
 - 1.2.1. Connection - The internet connection described in the Specification;
 - 1.2.2. Customers - Any person(s) to whom you resell some or all of the Package Resources;
 - 1.2.3. Server - The computer server that we shall provision to the Specification agreed with you;
 - 1.2.4. Services - The services provided by us as described in the Specification;
 - 1.2.5. Specification - The document that sets out the specification for the Services.
- 1.3. Words and phrases that have capital initial letters but which are not defined in these Specific Terms are defined in the Master Service Agreement.

2. YOUR ORDER FOR SERVER

- 2.1. We may not accept any order for the Services unless and until we receive from you a signed copy of our signature sheet (by email, fax or post) for these services.

3. PROVISIONING THE SERVER

- 3.1. We shall provision you a Server that complies with the Specification. We shall not begin provisioning the Server until we have received in cleared funds the payments specified in paragraph 10.1.
- 3.2. You acknowledge that when we have accepted your order, we shall start building the Server and incur costs and expense. If you wish to alter the details of the Server, this constitutes a change to the Specification. If you wish to change the Specification we shall notify you of whether we agree to such change and, if we agree, the additional cost. We shall not change the Specification until you agree to the additional cost.
- 3.3. You agree that the specification contained in the Specification is appropriate for your requirements.
- 3.4. Any date that we give you for completion of the build of the Server is an estimate only and time is not of the essence.

4. INSTALLATION AND TESTING

- 4.1. When we have built the Server we shall:
 - 4.1.1. Install the Software on the Server;
 - 4.1.2. Install the Server within our preferred data center;

- 4.1.3. Carry out our standard test procedures to ensure that the Server is ready for operation;

- 4.1.4. Notify you that the Server is ready for use.

5. UPGRADES

- 5.1. If you request that we upgrade the Server, this shall be deemed to be a new application for Services. We shall confirm by email the price for the upgrade and acceptance of the application. Paragraph 3 shall apply to us performing the upgrade, and these Specific Terms shall apply to the upgraded Server.

6. SERVER AVAILABILITY

- 6.1. We shall provide you with sufficient technical information to allow you to connect to and use the Server.
- 6.2. You cannot physically access the Server nor may you visit or access the data center.
- 6.3. We shall use our reasonable endeavors to make the Server available for you to connect to and use.

7. SERVER MANAGEMENT

- 7.1. We shall perform the management services indicated in the Specification and use our reasonable endeavors to keep the Server in reasonable operating condition. You acknowledge that the operating condition of the Server depends upon many factors that are outside our control including how you use the Server and the amount of traffic on the internet in general. Accordingly, we are not liable for reductions in the operating condition of the Server.
- 7.2. From time to time we, our suppliers and/or subcontractors may need to carry out maintenance or other operations in our data center that will affect the availability of the Services to you. Whenever possible we shall give you as much notice as we possibly can of planned maintenance. We may not be able to give you any notice in the event of emergencies or urgent work.

8. ACCEPTABLE USE POLICY

- 8.1. You agree that you shall:
 - 8.1.1. Immediately inform us if you become aware of any unauthorized use of the Server;
 - 8.1.2. Not use the Server, or allow others to do so, for any unlawful activity or activity that in our opinion may harm us or bring us into disrepute, including the storage or distribution of:
 - 8.1.2.1. Any pirated software and files;
 - 8.1.2.2. Any material which is "adult" (including pornography and sex shops), offensive, obscene,

- pornographic, threatening, malicious, harmful, abusive or defamatory;
- 8.1.2.3. Any material that breaches the rights (including Intellectual Property Rights) of any third party;
- 8.1.2.4. Any material that is or encourages criminal acts;
- 8.1.2.5. Material that contains any virus, worm, Trojan horse or other harmful code;
- 8.1.2.6. Links to, frames or displays of any of the items listed in paragraphs 8.1.2.1 to 8.1.2.6.
- 8.1.3. Not copy the Software, except as is necessary for internal, archiving purposes;
- 8.1.4. Not reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software except as permitted by law;
- 8.1.5. Not sell, lease, license, transfer or sub-license the Software or associated documentation; or
- 8.1.6. Write or develop any derivative or other software programs based, in whole or in part upon the Software or any of our Confidential Information.
- 8.1.7. Ensure that you comply with your obligations under applicable U.S. law
- 8.1.8. Be entirely responsible and liable for all activities conducted on the Server;
- 8.1.9. Not use the Server as security for any loan, or allow it to become subject to any similar third party rights;
- 8.1.10. Comply with any announcements that we post on the announcement system on our secure website, and check the announcements and notices posted on our secure website regularly (including our list of prohibited applications and scripts).
- 8.1.11. Not give any third party any rights of physical access to the Data Centre without our prior written consent.
- 8.1.12. We may immediately suspend or terminate the Services without refund, this Agreement, and any other Agreements with you if you send unsolicited bulk email (SPAM) via our Server/network (or via third party servers referencing a domain hosted by us) whether intentionally or due to insecure applications installed by you. Mailing lists may be operated as long as you comply with your legal obligations and our policy on mailing lists from time to time, as contained on our website www.vision108.com. Any complaints we receive are taken seriously and you may be liable for clean-up fees in serious cases.
9. TERMS FOR RESELLERS
- 9.1. If you resell parts of your Server, then this paragraph 9 shall apply.
- 9.2. You acknowledge and agree that your Customers are your responsibility. You agree that you will:
- 9.2.1. Procure that your Customers enter into a binding contract that contains provisions consistent with paragraph 8, and allows you to immediately terminate the contract for material breaches of that contract;
- 9.2.2. Deal with the support issues of your Customers yourself, and not refer your Customers to us for this purpose;
- 9.2.3. Pass on to Customer(s), in your own name, any announcements that we post on the announcement system on our secure website and any notices that we request that you forward to such Customer(s).
- 9.3. You agree to fully indemnify and keep us fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by us and arising from:
- 9.3.1. The use or misuse of the Services and/or the Package Resources by your Customers;
- 9.3.2. Any claim brought against us by any third party alleging that its Intellectual Property Rights are infringed by the Customer's use of the Services.
10. INVOICING
- 10.1. At the time that we confirm acceptance of your application for the Services, we shall invoice you in advance for the first Month and any applicable setup fees.
- 10.2. From the time when the Server is ready for use onwards, we will invoice you monthly in advance for the Services.
11. DURATION
- 11.1. The Agreement shall continue for the Initial Period unless earlier terminated in accordance with the Terms.
- 11.2. The Initial Period shall be automatically extended for further periods of 1 Month ("extension period") unless you give notice to terminate not less than 15 calendar days' notice before the expiry of the Initial Period or the relevant extension period.
- 11.3. We and you can agree (in writing or by email) that the length of the Agreement is different than stated above.