

# Vision 108 Inc.

## Shared & Reseller (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. Package Resources - The resources that we shall allocate to you in accordance with the Specification and make available to you under these Specific Terms;
  - 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. OUR SERVICES

- 2.1. We shall:
  - 2.1.1. Allocate to you the Package Resources for the duration of the Agreement and notify you when the Package Resources are ready for use;
  - 2.1.2. Allow you to use and access the Package Resources by means of the Connection.

### 3. THE PACKAGE

- 3.1. You agree that the Specification is appropriate for your requirements.
- 3.2. 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. Any date that we give you for completion of account setup and/or allocation of the Package Resources is an estimate only and time is not of the essence.

### 4. PACKAGE AVAILABILITY

- 4.1. We shall provide you with sufficient technical information to allow you to connect to and use the Package Resources.
- 4.2. You cannot physically access the server on which the Package Resources are based nor may you visit or access the data center.

### 5. MAINTENANCE

- 5.1. We shall keep the Package Resources in reasonable operating condition.
- 5.2. 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 reasonably can of planned maintenance. However, we may not be able to give you any notice in the event of emergencies or urgent work.
- 5.3. We monitor the performance of our servers, and endeavor to deal with reductions in operating performance within a reasonable time. However, you acknowledge that an occasional reduction in operating performance of the Services is a natural part of the Services, as other people are sharing the same server resources. This is outside of our control and accordingly we are not liable for such reductions.

### 6. OWNERSHIP

- 6.1. We shall own the Package Resources and the server used for this purpose.

### 7. ACCEPTABLE USE POLICY

- 7.1. You agree that you shall:
  - 7.1.1. Immediately inform us if you become aware of any unauthorized use of the Package Resources;
  - 7.1.2. Not use the Package Resources, 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:
    - 7.1.2.1. Any pirated software and files;
    - 7.1.2.2. Any material which is "adult" (including pornography and sex shops), offensive, obscene, pornographic, threatening, malicious, harmful, abusive or defamatory;
    - 7.1.2.3. Any material that breaches the rights (including Intellectual Property Rights) of any third party;
    - 7.1.2.4. Any material that is or encourages criminal acts;
    - 7.1.2.5. Material that contains any virus, worm, Trojan horse or other harmful code;
    - 7.1.2.6. Links to, frames or displays of any of the items listed in paragraphs 7.1.2.1 to 7.1.2.6.
  - 7.1.3. Not copy the Software, except as is necessary for internal, archiving purposes;

- 7.1.4. Not reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software except as permitted by law;
- 7.1.5. Not sell, lease, license, transfer or sub-license the Software or associated documentation; or
- 7.1.6. Write or develop any derivative or other software programs based, in whole or in part upon the Software or any of our Confidential Information.
- 7.1.7. Ensure that you comply with your obligations under applicable U.S. law
- 7.1.8. Be entirely responsible and liable for all activities conducted on the Package Resources;
- 7.1.9. Not use the Package Resources as security for any loan, or allow it to become subject to any similar third party rights;
- 7.1.10. 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).
- 7.1.11. Not give any third party any rights of physical access to the Data Centre without our prior written consent.
- 7.1.12. 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](http://www.vision108.com). Any complaints we receive are taken seriously and you may be liable for clean-up fees in serious cases.

#### 8. TERMS FOR RESELLERS

- 8.1. If you resell parts of your Package Resources, then this paragraph 8 shall apply.
- 8.2. You acknowledge and agree that your Customers are your responsibility. You agree that you will:
  - 8.2.1. Procure that your Customers enter into a binding contract that contains provisions consistent with paragraph 7, and allows you to immediately terminate the contract for material breaches of that contract;
  - 8.2.2. Deal with the support issues of your Customers yourself, and not refer your Customers to us for this purpose;

- 8.2.3. 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).

- 8.3. 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:

- 8.3.1. The use or misuse of the Services and/or the Package Resources by your Customers;

- 8.3.2. 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.

#### 9. DURATION

- 9.1. The Agreement shall continue for 1 Month unless earlier terminated in accordance with the Terms.
- 9.2. Upon expiry of each Month, the Agreement shall be automatically extended for further periods of 1 Month unless you give notice to terminate not less than 5 calendar days before the expiry of that Month.
- 9.3. We and you can agree (in writing or by email) that the length of the Agreement is different than stated above.