

1. DEFINITIONS AND INTERPRETATION

These Specific Terms and Conditions are to be read in conjunction with our Master Services Agreement. All definitions set out in the Master Services Agreement shall, unless otherwise specified below, have the same meaning when used in these Specific Terms and Conditions. For the purpose of these Specific Terms and Conditions:

"Address" means the address specified on the Customer Application.

"Firewall" means a device for the detection, obstruction, destruction and/or prevention (as applicable) of computer viruses, trojans, worms, unauthorised access or use and/or any similar act or thing which may affect a computer system, or network.

"Managed Firewall" means the provision by us of management and monitoring of your Firewall as further described in these Specific Terms and Conditions, at <http://www.gravityinternet.net>, and in the Company's literature at the date of completion of the Customer Application.

"Minimum Cancellation Notice Period" means the period described at Clause 7.3.

"Minimum Service Period" means the period described at Clause 3.2.

"Service Level Agreement" or "SLA" means the Service Level Agreement relating to the Managed Firewalls supplied by the Company which describes the service levels to be met by the Company, set out on the Company's Website at the date of Completion of the Customer Application.

"Telecommunications Circuit" a circuit which allows the transmission of IP data.

2. MANAGED FIREWALL SERVICE

2.1 Where we have agreed to supply you with a Managed Firewall, you must notify us as soon as possible following receipt and installation by you of any Firewall (at the Address) which we have supplied. We will use all reasonable efforts to activate the Managed Firewall service within 48 hours of successful installation and/or connection of the relevant Firewall by you in accordance with any instructions we may give or send to you for that purpose.

2.2 Once the Managed Firewall services are activated, we shall provide online Firewall usage reports detailing the activity of your Firewall and will endeavour to provide you with a standard Firewall usage report monthly as specified in accordance with the Customer Application.

3. PROVISION OF SERVICE

3.1 Whilst we will use reasonable endeavours to provide the Services and/or Equipment to you within any timescales specified by us or agreed with or requested by you, we will not be liable to you for any delay in providing or failure to provide the Services and/or Equipment within such timescales. All delivery and/or completion dates specified by us are estimates only and we cannot guarantee that they will be met.

3.2 Unless otherwise terminated or suspended in accordance with the Agreement the Managed Firewall service shall be provided for a Minimum Service Period of 12 months from the date of activation.

3.3 On expiry of the period referred to at Clause 3.2 above you will be contacted to renew software licence subscriptions and to implement (subject to agreement) a further 12 month period for the Managed Firewall Service.

4. CONDITIONS OF USE

4.1 You agree that you will be responsible for all use of the Managed Firewall and any local access to the Firewall. You agree that you are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required by you to access

or receive the Managed Firewall service.

4.2 You agree to:

(a) provide an authorised technical contact, authorised contact number, and pass phrase, to keep any records of such details in separate places and take all necessary steps to ensure the security of such records;

(b) without prejudice to the Master Services Agreement, keep such information private and confidential and ensure, at all times, that it (or they) does (do) not become known to any unauthorised personnel.

4.3 You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that such information has become known to any unauthorised personnel.

4.4 You agree that we may, from time to time, suspend and/or change your pass phrase (at our discretion if we feel that such step is in the interests of security).

4.5 In the event that you wish to make alterations to configuration of any Firewall which we have supplied and in relation to which we have agreed to supply the Managed Firewall service, you agree to contact our Technical Support team to request such changes. Upon confirmation of authorisation, our Technical Support team will make such changes.

4.6 Any fault with the Services and/or the Equipment (in relation to which a "fault" shall mean a failure in any Firewall which we have supplied to you and which is preventing dataflow across the Firewall), which you detect must be reported to us as soon as possible either:-

(a) by telephone to the Technical Support team on 0844 586 1805 during Business hours or;

(b) to such other telephone number as we may notify to you from time to time for this purpose.

5. CHARGES

5.1 Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out in the Agreement and/or the invoice relating to such Equipment and/or Services.

5.2 You shall pay the Charges (without any set off or deduction of any kind) on either a monthly, quarterly or annual basis as stated in the Agreement and/or the invoice referred to at Clause 4.1 above by direct debit (unless we agree an alternative method).

5.3 All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.

5.4 Where the Customer has a 30 day credit account, we will send you a VAT invoice following completion of the provision of the Services. Where you have no credit facility, we will send you a VAT receipt following receipt by us of your payment.

5.5 You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.

6. TRANSFERABILITY

6.1 Where we have agreed to supply you with a Managed Firewall service, you shall ensure that the relevant Firewall(s) shall remain situated at all times at the Address. Neither the Managed Firewall service nor the relevant Firewall(s) may be transferred between locations, Firewall(s), and / or telecommunications lines (as applicable) without our prior written consent.

7. TERMINATION

7.1 Once the Managed Firewall service has been activated, you may only end this Agreement (insofar as it relates to such Services) by notice equal to the Minimum Cancellation Notice Period which must expire at the end of the Minimum Service Period.

7.2 We may terminate the Services by notice equal to the Minimum Cancellation Notice Period (to expire at the end of the Minimum Service Period) without incurring any liability.

7.3 Unless otherwise stated, the Minimum Cancellation Notice Period is 90 days (to expire at the end of the Minimum Service Period).

7.4 Subject to the above, the termination provisions of our Master Services Agreement apply.

8. NOTICES

8.1 You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known e-mail or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

8.2 Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or by e-mail to info@gravityinternet.net or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us.

9. LIABILITY

9.1 You acknowledge and agree that (save where such fault and/or failure arises as a direct result of any configuration carried out by us in relation to such Equipment) we shall not be liable for any failure and/or delay in the Services to the extent that it is caused, or contributed to (whether directly or indirectly) by, nor for, any failure of a Firewall and/or any other equipment which has not been supplied by us.

9.2 We do not guarantee that any Firewall (whether supplied by us or a third party) will detect, obstruct and/or prevent any viruses, trojans, worms or unauthorised access to your network and/or computer system.

9.3 Where we agree to supply you with a Firewall, and the manufacturer of, or any other supplier from who we may directly or indirectly receive or purchase, that Firewall, offers a warranty for your benefit, we will use all reasonable endeavours, but shall not be obliged, to ensure that you receive the benefit of any such warranty for its duration.