

AAG (ALFRED ASHLEY GROUP LTD) CUSTOMER MASTER SERVICES AGREEMENT HOSTED EMAIL SERVICE PRODUCT TERMS

Registered Office at: Batchworth House, Batchworth Pl, Church St, Rickmansworth, Hertfordshire, WD3 1JE. Registered No: 3241962 VAT No:GB 680 8928 89.

“Providing The Total IT & Communications Solution”

Website: www.alfred-ashley.co.uk Email: enquiries@alfred-ashley.co.uk

The Terms and Conditions set out in this Product Terms apply in addition to those in the AAG General Terms and Conditions (Schedule A) (GTC's / GTC) where AAG has accepted a CUSTOMER Order for the AAG Hosted Email Service.

1. Definitions

In this Product Terms, the following words shall have the meanings ascribed to them and capitalised terms which are not defined in this Product Terms shall have the same meanings as in the GTC:

“Mailbox” means a separate e-mail address or account for the receipt of messages or data within the CUSTOMER’s e-mail system or network;

“Minimum Service Period” means the initial term of a Service which is to be considered 12 (twelve) calendar months, unless specified on the CUSTOMER Order to be different;

“Normal Working Day” means a Business Day as recognised in England;

“Normal Working Hours” means between 9am and 5:30pm UK time each Normal Working Day;

“Open Relay” means an e-mail server configured to receive e-mail from an unknown or unauthorised third party and forward the e-mail to one or more recipients, who are not part of, or connected to the e-mail network in which the e-mail server resides;

“Permitted Number of Mailboxes” means the greater of either: permitted number of Mailboxes specified in the relevant CUSTOMER Order or: the total number of mailboxes in use during any month the service is live;

“Service Provider” a supplier of AAG providing the underlying software for the Services under this Product Terms;

“Scanned e-mail” means any SMTP message sent or received via the Service;

“Service” means the Cloud Mail Secure Anti-Virus Service and/or the Cloud Mail Secure Anti-Spam Service as described in this Product Terms and specified for provision in the relevant CUSTOMER Order;

“SPAM” means unsolicited e-mail message(s) (usually over 500), sent or received in a single operation or a series of related operations with the same or substantially similar contents;

“Users” means the number of e-mail Mailboxes (being one incoming and one outgoing e-mail mailbox) configured on each Server at any one time; and

“Virus” means computer software or program code designed to or otherwise having the effect of causing damage or reducing the performance of a computer program or data held on that computer.

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2. Right to Use and Charges

2.1. Subject to payment of the Charges and subject to the terms and conditions of this Agreement, AAG hereby grants to the CUSTOMER a non-exclusive, non-transferable right to use the Services for the Permitted Number of Users.

2.2. The CUSTOMER shall notify AAG if at any time the number of Users protected by the Service exceeds the Permitted Number of Users. Additionally AAG or the Service Provider will monitor the number of Users. If the actual number of Users in use exceeds the Permitted Number of Users at any time, AAG will at its sole discretion raise additional invoices and/or make adjustments to the Charges for the Services in subsequent invoices to cover the additional Permitted Number of Users protected by the Service. Additional charges will be pro-rated based on the per User charge for the current invoice period.

2.3. AAG may vary the Charges for the Services in accordance with this Product Terms and the CUSTOMER shall pay such Charges. AAG will give the CUSTOMER at least 30 days written notice of any increase in Charges. No increase in Charges will take place during the Minimum Service Period or after the CUSTOMER has given notice to terminate this Agreement in accordance with its terms.

3. Service Provision

3.1. AAG undertakes to use its reasonable endeavours to provide the Service for the duration of the Minimum Service Period.

3.2. AAG or its Service Provider reserves the right at any time to test whether the CUSTOMER's e-mail system is acting as an Open Relay and the CUSTOMER hereby consents to such testing for this purpose. If the CUSTOMER's systems are found to be acting as an Open Relay, AAG will use reasonable efforts to inform the CUSTOMER and reserves the right to suspend all or part of the Service immediately until the problem has been resolved.

3.3. If at any time the CUSTOMER or any of its Users are using the Service to distribute SPAM, AAG or its Service Provider reserves the right to suspend all or part of the Service immediately and until the problem has been resolved.

3.4. If at any time provision of the Service to the CUSTOMER would, in AAG's reasonable opinion, compromise the security of the Service due, but not limited to, hacking, denial of service attacks or other malicious activities originating from or directed at the CUSTOMER's network, AAG or its Service Provider reserves the right to suspend all or part of the Service immediately and until the problem has been resolved. In such an event, AAG will use its reasonable efforts to promptly inform the CUSTOMER and work with the CUSTOMER to resolve such issues in order to reinstate the Service at the earliest possible opportunity.

3.5. Any suspension of the Service permitted under clauses 3.1, 3.2, 3.3 of this Product Terms (including as otherwise set out in the Agreement), shall not exclude or reduce the obligation of the CUSTOMER to pay all the Charges in respect of any period of suspension.

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4. CUSTOMER Obligations

4.1 The CUSTOMER recognises that Internet e-mail sent to and from the CUSTOMER and its Users from third parties will pass through the Service and accordingly the CUSTOMER agrees (and shall procure that its users agree) to:

4.1.1 Comply with all relevant legislation applicable to the use of the Internet including, without limitation, data protection, electronic commerce and computer misuse legislation;

4.1.2 Use the Service for legitimate business purposes and not use the Service for the transition of SPAM;

4.1.3 Indemnify AAG against any liability to third parties (and AAG's reasonable costs and expenses) resulting from information passing through the Service from the CUSTOMER or its Users.

4.2 The CUSTOMER agrees (and shall procure that its Users agree) not to use the Service for any unlawful purpose and to indemnify AAG against all and any losses, costs and expenses which AAG may incur by such contrary activities, including but not limited to:

4.2.1 Civil or criminal offences of copyright infringement; or

4.2.2 Transmission or posting of obscene, indecent or pornographic materials; or

4.2.3 Carrying out any criminal offence under the Computer Misuse Act 1990 or similar legislation in any country; or

4.2.4 Transmission or posting of any material which is of a defamatory, offensive, abusive, or menacing or which causes annoyance or needless anxiety to any other person; or

4.2.5 Transmission or posting of any material in breach of the Data Protection Act 1998 or any similar legislation in any other country; or

4.2.6 Use of the Service in any manner which violates or infringes any other rights of any individual, organisation or company within the United Kingdom and elsewhere.

4.3 In the event the CUSTOMER fails to comply with any of the obligations set out in clauses 4.1 and 4.2 above, AAG may at any time suspend the Service until the CUSTOMER provides suitable security on terms that are acceptable to AAG.

5. Limitation of Liability

5.1 These provisions are supplemental to the limitations of liability in the GTC, and should be read in conjunction with the GTC.

5.2 In addition to the excluded types of loss set out in the GTC, AAG does not accept any liability under or in relation to the Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation, tort, through indemnification or otherwise) for any loss of, or loss of use of, any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time. The term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

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6. Intellectual Property Rights

The intellectual property rights in the Service and any software used in connection with the Service is and will at all times remain the property of AAG's Service Provider or that of its licensors.

7. Intellectual Property Rights Indemnity

7.1 In the event that the Service infringes any third party intellectual property rights, AAG or the Services Provider will defend and/or settle any third party claim that the Service infringes provided that the CUSTOMER:

7.1.1 Promptly notifies AAG of any such claim in writing;

7.1.2 Gives AAG the sole control of any such action or proceedings,

7.1.3 Fully co-operates with AAG and provides such assistance as it may reasonably require to settle and/or defend such action or proceedings (at the cost of AAG or the Service Provider); and

7.1.4 Acknowledges that any award of costs and/or damages shall belong to AAG or the Service Provider.

7.2 In the event that the Service is held to have infringed any third party intellectual property rights, AAG shall, at its option, make the Service available without infringing so far as AAG is aware any third party intellectual property rights, provide alternative services with the same functionality or terminate this Agreement forthwith on written notice to the CUSTOMER.

7.3 The indemnity in paragraph 7.1 above shall not apply to any infringement resulting from:

7.3.1 The use of the Service which does not comply with the uses permitted under this Agreement; and/or

7.3.2 The combination of the Service with any third party product and/or service or modification undertaken by the CUSTOMER without the prior written consent of AAG.

8. Termination

8.1 Upon termination by breach of this Agreement by the CUSTOMER, AAG shall be entitled to cancel the Service to the CUSTOMER and all invoices become immediately due and payable.

8.2 Upon termination by breach of this Agreement by AAG within a billing period, the CUSTOMER shall be entitled to a pro-rated refund of any unutilised Charges which have been paid in advance.

8.3 AAG recognises and confirms that the content of all E-mails sent to or received from the CUSTOMER by the Service is confidential. In the normal provision of the Service AAG would not access, read or copy E-mails or their attachments other than by electronic methods for the purposes of providing the Service. However, AAG reserves the right to utilise the Virus-related content of such E-mail or its attachments including any personal data contained therein solely for the purposes of:

8.3.1 Maintaining and improving the performance and the integrity of the Service;

8.3.2 Complying with all regulatory, legislative or contractual requirements; and

8.3.3 Making available to licensors any information passing through the Service which may be of interest to the licensors solely for the purpose of further developing and enhancing the Service.

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9. Data Privacy and Regulation of Investigatory Powers

9.1 The CUSTOMER shall take all necessary measures to ensure that it, and all its Users and employees, are aware of any responsibilities they have in respect of data protection and privacy laws and/or regulations and, as AAG has no control or influence over the content of the E-mails processed by the Service, the CUSTOMER shall hold AAG harmless for any claims by any party relating thereto.

9.2 As required by law, the CUSTOMER shall use all reasonable efforts to ensure it informs (for example via a banner message on E-mails) those who use any communications system covered by the Service, that communications transmitted through such system maybe intercepted (including, without limitation, by way of monitoring or storage of such communication), and indicate the purposes of such interception. The CUSTOMER shall hold AAG harmless from any claims from its employees, Users, any third party and/or governmental agencies relating to such interceptions. The CUSTOMER shall not use, or require AAG to use, any data obtained via the Service for any unlawful purposes.

9.3 AAG acknowledges that, in providing the Service, it may be acting as a Data Processor processing Personal Data as defined under the Data Protection Act 1998. AAG warrants that it is registered and shall maintain all necessary registrations or notifications pursuant to the Data Protection Act 1998 during the term of this Agreement in respect of any Personal Data which it processes. AAG also agrees that where it acts as a Data Processor, (i) it shall only process Personal Data that it holds in connection with provision of the Services as provided for under this Product Terms and (ii) it shall take appropriate technological and organisational measures to guard against accidental loss disclosure or destruction of such Personal Data.

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Annex One - ANTI-VIRUS SERVICE DESCRIPTION

1. Overview

AAG provides a suite of services (using third party software and services) that enables companies to block and filter out viruses.

The Service provides fully managed e-mail virus blocking at the Internet level. The Service is managed on a 24x7 basis from AAG's Network Management Centre.

The CUSTOMER's e-mail is routed through the AAG's Network Management Centre where it is scanned using multiple anti-virus technologies.

2. Service Configuration

The Anti-Virus Service can be configured to perform the following tasks based on the e-mail domain name:

(a) Virus Blocking: In the event Hosted Email Secure detects a virus inside an e-mail, the message will be automatically blocked and placed in a quarantine area.

(b) Alert Notification: In the event a message is blocked because it fails a policy, we can configure to automatically notify the sender, recipient and a system administrator that the message was blocked.

(c) Outbound Annotations: we can automatically add an annotation to the bottom of outbound Internet e-mail. Outbound annotations can be configured on a per- user and per-domain basis.

(d) Inbound Annotations: can automatically add an annotation to the bottom of inbound Internet e-mail. Inbound annotations can be configured on a per domain basis.

(e) Blocking Executables: a rule can be configured to block all e-mail containing an attachment that appears to be executable. Identification of executable files is achieved using a combination of file extension and unique magic file number.

(f) Blocking Malicious Macros: Email with MS Office attachments that contain macros appearing to be malicious can be blocked.

(g) Active HTML: Active HTML content within an email can be filtered.

3. CUSTOMER Support

The CUSTOMER can contact the AAG support team for support purposes (but not in order to give a notice or communication under this Agreement, which shall be given in accordance with the GTC) by telephone or by e-mail at:

Technical & Business Support

Tel: +44 (0) 203 758 9000 (Business Days 9am-5:30pm)

Email: helpdesk@alfred-ashley.co.uk (group mailbox)

AAG will contact the CUSTOMER pursuant to an agreed upon method, provided that the CUSTOMER provides AAG with a valid telephone and email address. The CUSTOMER is solely responsible for providing accurate and up-to-date contact information for the CUSTOMER's designated point of contact. Cancellations, orders, password changes, DNS changes, hosting centre access and other support requests at AAG's sole discretion from time to time have to be submitted by way of a written request on the CUSTOMER's letterhead.

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Annex Two - ANTI-SPAM Service Description

1. Overview

AAG, using third party software provides a suite of services that enables companies to block and filter out unwanted Internet e-mail.

The Service provides fully managed e-mail content filtering at the Internet level. The Service is managed on a 24x7 basis from the AAG's Network Management Centre.

CUSTOMER's e-mail is routed through the AAG's Network Management Centre where it is scanned using a sophisticated SPAM detection engine. E-mail messages classified by the Service as SPAM can be blocked and quarantined or tagged as SPAM and delivered to the CUSTOMER.

2. Service Description

SPAM scans the CUSTOMER's inbound e-mail from the Internet using a highly sophisticated scanning engine to identify SPAM e-mail. The engine uses a combination of techniques to analyse each e-mail message and assign the message a 'SPAM score'. This score is used to determine the likelihood of the message being SPAM. The result of the various Hosted Email Secure SPAM tests maybe a positive score (to indicate the SPAM) or a negative score (to indicate valid e-mail). Messages scoring above the 'SPAM threshold' defined by the CUSTOMER are classified as SPAM.

The rules used by the Hosted Email Secure Spam Service to assign a SPAM score include:

2.1.Real Time Black Lists: These dynamic lists contain e-mail addresses of known Spammers along with IP addresses of machines that are used to send SPAM messages. Hosted Email Secure SPAM tests to see if e-mail messages were sent from such a known source of SPAM.

2.2.Lexical Analysis: The SPAM engine contains several thousand lexical tests that look for characteristics in the e-mail that would be indicative of a junk message. These include tests that examine the header of the e-mail looking for anomalies such as no 'from' address or badly formed headers. In addition the SPAM engine analyses the body of the message looking for common strings and key words indicative of SPAM.

2.3.Bayesian Probability¹: Using Bayesian techniques Hosted Email Secure creates a corpus of valid e-mail and a second corpus of SPAM e-mail. Each corpus contains strings and probability weightings, used to indicate if those strings are typically associated with SPAM or valid e-mail. Each new e-mail message is analysed against each corpus to determine the probability that the message is valid or SPAM. Each corpus of e-mail is built automatically by the Service and continues to 'learn' with each new message, enabling the Service to adapt to the ever-changing nature of SPAM. The Service can also be manually tuned by an administrator to refine its' capability. This approach enables Hosted Email ANTI-SPAM to customise its filters to specific CUSTOMER environments. I.E. the string 'Viagra' is commonly associated with SPAM and may appear in a company's corpus of SPAM e-mail.

¹Bayesian mathematics is a branch of logic applied to decision making and inferential statistics that deals with probability inference, put simply: Using the knowledge of prior events to predict future events.

However for a pharmaceutical company 'Viagra' may often have a valid use and as such would not appear in their corpus of SPAM e-mail.

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2.4. Collaborative Spam databases: Hosted Email Secure uses a number of Internet community collaborative spam databases. Through user contribution these databases establish distributed and constantly updating catalogues of spam e-mail that are uniquely identified using a hash or signature. These signatures can then be compared against future e-mail to assess the likelihood that the message is spam.

2.5. Spam Traps: Spam traps or honey-pots are e-mail accounts that have been specifically set-up to collect spam. Once the same message has appeared in a very small number of spam traps it can be clearly identified as spam, with little risk of incorrect classification. Once identified, Hosted Email Secure automatically creates a signature (or hash) that is used to identify future instances of similar messages.

3. CUSTOMER Control or Requests

The CUSTOMER can control or request the following aspects of the Service using the Hosted Email Customer Portal or contacting AAG Support:

3.1. Increase or decrease the sensitivity of the SPAM filters.

3.2. SPAM threshold to allow the CUSTOMER's administrator to override the default domain settings to increase or decrease the sensitivity of the SPAM filters.

3.3. Define blacklists containing e-mail addresses (or domains) that are blocked from sending messages through the Service, regardless of the results from the SPAM filtering engine. The blacklists can be defined at a domain level and also at a user level.

3.4. Define white lists containing e-mail addresses (or domains) that are explicitly allowed through the Service, regardless of the results from the SPAM filtering engine. The white lists can be defined at a domain level and also at a user level.

3.5. Action performed on an e-mail message defined as SPAM. The following actions can be configured:

(a) The message can be quarantined on the Hosted Email Secure servers;

(b) The message can be delivered but tagged as SPAM by adding a comment in the subject line: e.g. <SPAM>; or

(c) The message can be re-routed to a CUSTOMER configured e-mail address.

4. SPAM Reporting

The Hosted Email Secure SPAM Service can be configured to send periodic reports to the intended recipients of any e-mail classified as SPAM. The reports can be sent daily or weekly.

The SPAM reports contain details of the e-mails filtered and the SPAM score assigned to each message. The reports also provide details of the messages just below the SPAM threshold that were not filtered. This enables the CUSTOMER to make the decision to increase or decrease the SPAM threshold accordingly.

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5. CUSTOMER Support

5.1. CUSTOMER's can contact the AAG support team for support purposes (but not in order to give a notice or communication under this Agreement, which shall be given in accordance with the GTC) by telephone or by e-mail at:

Technical & Business Support

Tel: +44 (0) 203 758 9000

(Telephone support will be provided on business days 9am-5pm)

Email: helpdesk@alfred-ashley.co.uk (group mailbox)

5.2. AAG will contact the CUSTOMER pursuant to an agreed upon method, provided that the CUSTOMER provides AAG with a telephone number or email address. The CUSTOMER is solely responsible for providing accurate and up-to-date contact information for the CUSTOMER's designated point of contact. Cancellations, orders, password changes, DNS changes, hosting centre access and other support requests at AAG's sole discretion from time to time have to be submitted by way of a written request on the CUSTOMER's letterhead.

6. Terms of Use

6.1. No SPAM detection technology can guarantee a 100% detection rate, therefore AAG can accept no liability for any damages or loss resulting directly or indirectly from failure to block or correctly filter e-mail messages.

6.2. AAG emphasises (and the CUSTOMER acknowledges) that the configuration changes are entirely at the request of the CUSTOMER. AAG shall have no liability for any failure by the CUSTOMER to request configuration changes in accordance with this Product Terms.

6.3. AAG recommends that the CUSTOMER has an appropriate e-mail usage policy in place. The CUSTOMER shall be responsible for providing any notifications to, or obtaining any consent from, individual employees which may be required under any applicable local law for the filtering and monitoring of e-mail. The CUSTOMER shall indemnify AAG for any loss, liability or cost incurred by AAG as a result of a failure by such CUSTOMER to obtain such consent or give such notification.

6.4. AAG can accept no liability for any civil or criminal liability that may be incurred by the CUSTOMER as a result of the operation of the Service.

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Annex Three - Content Filtering Service Description

1. Overview

AAG provides a suite of services that blocks and filters out unwanted Internet email.

The Service is fully managed and provides email content filtering at the Internet level. The Service is managed on a 24x7 basis from the AAG's Network Management Centre contact details for which are given below

The CUSTOMER's email is routed through the AAG's Network Management Centre where it is scanned using a highly sophisticated content filtering engine.

2. Service Description

2.1. The Hosted Email Content Service gives the CUSTOMER added flexibility in managing inbound and outbound email. It enables the CUSTOMER to enforce its email policy by filtering inappropriate messages that may be malicious or which may unduly load the CUSTOMER's network infrastructure. The flexibility and ease of operation of the Hosted Email Content Service allows more time for managing email policy to maximise security, productivity and compliance.

2.2. The Hosted Email Content Service allows the configuration of rules to perform the following tasks:

(a) Blocking Attachments: Email containing attachments with specified file extensions can be blocked. Blocking of attachments by type can be configured on a per user, per group and per domain basis.

(b) Attachment Masking: Email containing an attachment with specified extensions can have the extension renamed. The renaming replaces the last character of the extension with an underscore ('_'). This stops the attachment being automatically associated with its appropriate executable in Windows and therefore can avoid dangerous actions being triggered automatically. Attachment masking is available on a per domain basis.

(d) Pattern Matching: Email messages can be blocked based on keywords in the subject or body of a message. Pattern matching can be configured on a per user, per group or per domain basis.

(e) Multiple Word Lists: Email messages that contain words in pre-defined word lists can be blocked, forwarded or tagged. Currently available lists include profanity. Private lists can be generated. The word list feature is available on a per user, per group and per domain basis.

(f) BCC Messages: In the event of an email message contravening defined policy it can be blind carbon copied to a specified email address to notify a system administrator or manager.

(g) Alert Notification: In the event a message is blocked because it fails a policy, the Hosted Email Content Service can be configured to automatically notify the sender, recipient and a system administrator that the message was blocked and provide details on the reasons why.

(h) Address Rewriting: Email addresses can be rewritten on inbound and outbound email. E.g. john@s2ales.acme.com can be rewritten as john@acme.com.

2.3. A report outlining policy violations is produced by the Hosted Email Content Service. This includes information about the content filtering rule that was violated, by which user and the time and date.

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3. Support

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