

SPECIAL CONDITIONS

No special conditions apply to this agreement

GENERAL TERMS & CONDITIONS

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply to the General Terms & Conditions and Schedules:

Authorised Users: employees or agents of the Client who are authorised by the Client to use the Service;

Availability: the Client's ability to utilise the Services during the relevant month;

Business Day: any day (other than a Saturday or Sunday) when banks are generally open for normal business in London;

Digital Services: MEDIAFREEDOM™, Hosting, Media Delivery, Storage and/or PlayReady Digital Rights Management services provided by Twofour under the terms of this agreement;

Charges: the relevant Service's Monthly Fees and Overages as defined in the Services Description;

Content: video, audio and/or audiovisual content, text, data, graphics, images, logos, photos, software, hypertext links, data and any other content uploaded, transmitted or submitted through use of the Services;

Hosting: a combination of hardware, software and networking elements that house, serve and maintain files making one or more websites available to users over the Internet;

Fault Classification Table: the table in Schedule A Part 1 paragraph 1.2;

MEDIAFREEDOM™: Twofour's online video platform provided to the Client as software as a service;

Media Delivery: a contemporaneous digital transmission of an audiovisual work via the Internet from the Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded or redistributed by the user;

Minimum Term: the minimum period of time that the Client will be provided with and pay for the Service as identified in the Services Description;

Intellectual Property Rights: all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;

Services Description: the description of the Services selected by the Client identified on page 2 of this agreement;

Services: the Digital Services the Client is purchasing from Twofour identified in the Services Description. Any reference in this agreement to Services where the context permits shall be to each individual Digital Service and to all the Digital Services as identified in the Services Description;

Service Level Agreement: as set out in Schedule A;

Start Date: the start date of the Service as identified in the Services Description;

Storage: the electronic storing of the Client's Content on the equipment and systems of Twofour or its service provider;

Term: the period that the Services will be provided as identified in the Services Description;

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4. Words in the singular shall include the plural and vice versa.
- 1.5. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. CONFLICT

If there is an inconsistency between any of the provisions of the Special Conditions, General Terms and Conditions the Schedules, the Special Conditions shall prevail over the General Terms and Conditions and the General Terms and Conditions shall prevail over the Schedules.

3. TERM

Twofour will provide the relevant Services from the Start Date to the expiry of the relevant Term unless the Service is terminated in accordance with clause 12. On expiry of the relevant Term Twofour will continue to provide the relevant Services and the Client will continue to pay for the Services unless and until the Services are terminated by either the Client giving Twofour not less than 30 days prior written notice or Twofour giving the Client not less than 30 days prior written notice.

4. SERVICES

- 4.1. Twofour will provide the Services in accordance with the terms of this agreement and the Client agrees to pay Twofour the Charges relating to the Services.
- 4.2. The Client acknowledges that Twofour's obligations may be carried out on Twofour's behalf by a subcontractor or agent.
- 4.3. Twofour are entitled to:
 - 4.3.1. change the technical specification of the Services where necessary for technical, regulatory, or operational reasons provided that such changes do not materially affect the performance of the Services;
 - 4.3.2. modify the Services provided that such modifications do not materially affect the performance of the Services;
 - 4.3.3. provide the Client with instructions which Twofour reasonably believe to be necessary for health and safety, security reasons or to maintain the quality of the Services; and
 - 4.3.4. migrate the Client to a new version or upgrade of the Services provided that such modifications do not materially affect the performance of the Services.
- 4.4. Time shall not be of the essence for any of the Services.
- 4.5. The Services may be accessed by Authorised Users only.

- 4.6. The Services do not include Internet access. The Client is responsible for acquiring appropriate Internet access and equipment to use the Services.
- 4.7. Twofour's performance of the Services shall be excused as a result of the Client's failure to comply with its obligations set out in this agreement, in particular clause 5 and any relevant Schedule.

5. CLIENT RESPONSIBILITIES

- 5.1. The Client acknowledges that Twofour's ability to provide the Services is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide) as well as the accuracy and completeness of any information, materials, Content and data the Client provides to Twofour.
- 5.2. Twofour will not be liable for any delays in providing the Services resulting from the Client's failure to fulfil any of its obligations.
- 5.3. The Client undertakes not to resell, licence, sublicense, rent, lease, transfer, assign or otherwise commercially exploit the Services to third parties.
- 5.4. The Client will at its own cost:
 - 5.4.1. provide Twofour with access to and use of all information, data and documentation reasonably required by Twofour for the performance by Twofour of its obligations under this agreement;
 - 5.4.2. comply with all of Twofour's reasonable instructions and methodologies;
 - 5.4.3. manage and maintain responsibility for its Content which is uploaded, posted, submitted or otherwise transmitted using the Services including obtaining and maintaining all necessary permissions and clearances in connection with the Content;
 - 5.4.4. ensure compliance at all times with Schedule B;
 - 5.4.5. provide full, accurate and up to date information on any matter which Twofour reasonably believes is relevant to the provision of the Services;
 - 5.4.6. keep updated and comply with all terms and conditions and policies on any Twofour website used as part of the Services;
 - 5.4.7. abide by applicable export control laws and not to transfer or make available by electronic transmission or otherwise any Content subject to restrictions under such laws to a destination prohibited by such laws.
- 5.5. The Client will not delay, prevent or interfere with Twofour's performance of the Services under this agreement.

6. TWOFOUR RESPONSIBILITIES

- 6.1. Twofour may review the Services provided to the Client and suggest changes which may have a price impact.
- 6.2. Twofour may notify authorities or take any actions it deems appropriate, without notice to the Client, if Twofour suspects or determines, in its own discretion, that the Client may have or there is a significant risk that the Client has:

- 6.2.1. failed to comply with any provision of this agreement or any policies or rules established by Twofour;
or
- 6.2.2. engaged in actions relating to or in the course of using the Services that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for the Client, Twofour or any other third parties.

7. PAYMENT

- 7.1. Twofour will issue a monthly VAT invoice where applicable in respect of the Charges payable by the Client for use of the Services. The Client will pay to Twofour the Charges set out in the invoice within 30 days of the date of the invoice without any withholding, set-off or deduction of any kind.
- 7.2. All Charges are payable in GBP Sterling.
- 7.3. All Charges are exclusive of VAT and any other applicable sales taxed based on the Client's address. The Client will be responsible for and will promptly pay all taxes and duties of any kind (including but not limited to VAT, sales, use and withholding taxes) associated with the receipt or use of the Services.
- 7.4. If the Client fails to make any payment due under this agreement by the due date for payment, then Twofour may charge the Client interest on the overdue amount at the rate of 4% per annum above Coutts & Co's base lending rate from time to time. Such interest shall accrue on a daily basis and be compounded quarterly from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest immediately on Twofour's demand.
- 7.5. Invoices and Charges payable will be calculated using Twofour's data and not the Client's records or data.
- 7.6. All Charges are non-refundable. In the event of any failure to provide the Services the service credit provisions of Schedule A will apply.
- 7.7. The Client is responsible for all Charges incurred whilst using the Service, even if incurred as a result of unauthorised use.
- 7.8. Following the expiry of the Minimum Term Twofour may increase the Charges by giving the Client 30 days prior notice in writing.
- 7.9. If at any time during the term of this agreement the Client's financial standing changes or the Client continues to default in paying the Charges then Twofour may request a security deposit against non payment.
- 7.10. In the event of any outstanding sums payable by the Client, Twofour may suspend or terminate the Services in accordance with clauses 11 and 12 and any costs or expenses incurred as a result of such delay will be charged to the Client.

- 7.11. If a Client terminates a Service before the expiry of the Minimum Term, the Client will be liable to pay the following Charges:

- 7.11.1. all charges incurred up to the date of termination; and
- 7.11.2. where the Service is terminated during a month, the remainder of the charges for that month; and

Termination Month of Minimum Term	Charges Payable
1-6	100% of the remainder of the Minimum Term
7-9	75% of the remainder of the Minimum Term
10 or more months	50% of the remainder of the Minimum Term

8. INTELLECTUAL PROPERTY

- 8.1. The Client retains all Intellectual Property Rights in the Client's Content and grants Twofour a licence to such Intellectual Property Rights to the extent required to perform its obligations pursuant to this agreement. For the duration of the provision of the Services the Client grants Twofour a worldwide, royalty free, non exclusive and sub-licensable licence to use, reproduce, distribute, prepare derivative works of, display, and perform the Client's Content in connection with the Services and Twofour's business including without limitation promoting part or all of the Services in any media formats and any media channels.
- 8.2. The Client shall indemnify Twofour against all damages, losses and expenses arising out of any action or claim that the Client's Content infringes the Intellectual Property Rights of a third party.
- 8.3. All Intellectual Property Rights in the Content or Services provided by Twofour is owned or licensed by Twofour and shall remain the sole property of Twofour or its licensors.
- 8.4. The Client agrees not to act in any way which will infringe, diminish or challenge Twofour's Intellectual Property Rights.
- 8.5. Twofour retains all Intellectual Property Rights not expressly granted in this agreement in respect of its Content.

9. THIRD PARTY LINKS SOFTWARE OR HARDWARE

Third party provided links to any website, services, software or hardware associated with or otherwise available through the Services shall be accessed and used by the Client at its sole discretion. Twofour neither controls or endorses any material and will have no responsibility or liability with respect to the Client's or user's access to or use of any such items or services.

10. CHANGE TO SERVICES

Any request to change the scope of the Services other than under clause 4 will be processed in accordance with the Change Control Procedure set out in Schedule C.

11. SUSPENSION OF THE SERVICES

- 11.1. Twofour shall be entitled to suspend Services:
- 11.1.1. on reasonable notice (36 hours in advance) for planned maintenance to the Services;
 - 11.1.2. without notice where necessary for operational reasons or in the case of emergency;
 - 11.1.3. without notice to comply with any legislation, court order or other government request or order requiring immediate action;
 - 11.1.4. without notice to prevent interference or damage to the Services;
 - 11.1.5. without notice if the Client (or any other person with or without the authorisation of the Client) uses the Services in a way that will expose Twofour to legal liability or that violates any applicable legislation or this agreement;
 - 11.1.6. without notice where Twofour reasonably believes there has been a breach of this agreement;
 - 11.1.7. without notice if the Client fails to pay any amount due in accordance with clause 7.
- 11.2. Service suspension under this clause 11 will continue until such time, if any, as in Twofour's reasonable opinion the breach has been remedied or the agreement is terminated in accordance with clause 12.

12. TERMINATION

- 12.1. The Client may terminate the provision of all Services, a combination of Services or a single Service at any time for any reason during the relevant Service's Minimum Term on giving at least 30 days notice in writing to Twofour. The Client acknowledges and agrees to pay the Charges set out in clause 7.11 should it exercise its right to terminate under this clause.
- 12.2. The Client may terminate the provision of all Services, a combination of Services or a single Service at any time for any reason during the relevant Service's Term on at least 30 days notice in writing given to Twofour. The Client acknowledges and agrees to pay the Charges up to the date of termination.
- 12.3. Twofour may terminate this agreement if the Client:
- 12.3.1. fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified to make such payment;
 - 12.3.2. commits a breach or repeatedly breaches any term of this agreement;
 - 12.3.3. suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 12.3.4. infringes any Intellectual Property Rights whilst using the Services.
- 12.4. Twofour may terminate this agreement if there is a change of control of the other party.

13. CONSEQUENCES OF TERMINATION

- 13.1. Other than as set out in this agreement, neither party shall have any further obligation to the other under this agreement after its termination.
- 13.2. On termination of this agreement for any reason, all licences granted to the Client under this agreement will immediately terminate.
- 13.3. On termination of this agreement for any reason, the Client shall, immediately
- 13.3.1. cease to use the Services;
 - 13.3.2. return or destroy all documents, materials and Content relating to the Services to Twofour other than that is required to be kept by law;
 - 13.3.3. certify in writing that it has complied with this clause.
- 13.4. On termination of this agreement for any reason, Twofour may destroy or otherwise dispose of any of the Client's Content in its possession from its systems including any back-up systems unless Twofour receives, no later than 7 days after the effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client's Content. Twofour will use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client will pay all reasonable expenses incurred by Twofour in returning or disposing of the Client's Content.
- 13.5. Termination of this agreement, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 13.6. On termination of this agreement for any reason, the Client shall immediately pay any outstanding unpaid invoices and interest due to Twofour. Twofour will submit invoices for any Services that it has supplied, but for which no invoice has been submitted and the Client shall pay these invoices within 7 days of receipt.

14. FORCE MAJEURE

- 14.1. Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control which without limitation includes act of God, flood, earthquake, windstorm or other natural disaster, pandemic, epidemic, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, terrorist attack, civil war, riots, fire, explosion, adverse weather conditions or interruption or failure of utility service (including but not limited to electric power, gas or water) and in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for 30 days, either party may terminate this agreement by giving 30 days written notice to the other party.
- 14.2. Any party subject to an event under clause 14.1 will not be in breach of this agreement provided that it promptly notifies the other party in writing of the nature and extent of the event causing its failure or delay in performance.

15. WARRANTIES

- 15.1. Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.
- 15.2. The Client warrants that:
 - 15.2.1. its Content will comply with Schedule B;
 - 15.2.2. it will not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to a human-perceivable form all or any part of the Services;
 - 15.2.3. it will not access all or any part of the Services in order to build a product or service which competes with the Services; and
 - 15.2.4. it shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services.
- 15.3. Twofour warrants that it will perform the Services with reasonable care and skill.
- 15.4. Twofour does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services will meet the Client's requirements.
- 15.5. Twofour is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 15.6. This agreement shall not prevent Twofour from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 15.7. Twofour warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

16. INDEMNITY

- 16.1. The Client agrees to indemnify, defend and hold harmless Twofour, its officers, directors, employees, affiliates, agents, licensors, suppliers, successors and assigns from and against any losses, claims, damages, liabilities including legal fees and expenses arising out of the Client's:
 - 16.1.1. breach of any term of this agreement;
 - 16.1.2. use or misuse of or access to the Services;
 - 16.1.3. breach of any law, regulation or third party right;
 - 16.1.4. Content resulting in a claim from a third party.

17. LIMITATION OF LIABILITY

- 17.1. The Client acknowledges that the Services Twofour provide involve the use of the Internet and other telecommunications and computer systems outside Twofour's direct control and that no warranty or assurance may be given of their continuous availability. Twofour shall not be liable for any transmission error or technical

failure (including but not limited to Internet and other telecommunications and computer system failure) outside Twofour's control or any consequence thereof.

- 17.2. Twofour shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits or contracts, loss of income, loss of business, business interruption, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement.
- 17.3. Twofour's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Charges paid for the Service during the 12 months immediately preceding the date on which the claim arose.
- 17.4. Nothing in this agreement excludes liability for death or personal injury resulting from Twofour's negligence.
- 17.5. Twofour will not be liable for any destruction, loss or corruption of the Client's Content.
- 17.6. Except as provided for in this agreement or any applicable Schedule, all representations, warranties or other terms whether express or implied, by statute or otherwise, including (without limitation) any implied terms as to condition, quality, performance or fitness for purpose of the Services, are excluded to the fullest extent permitted by law in the applicable jurisdiction.

18. PUBLICITY

The Client agrees that Twofour may identify the Client as a Client and user of the Digital Services and may announce the execution of this agreement. The Client hereby grants Twofour the right to use its name, logo and or trademark for press releases which without limitation includes publication on Twofour's websites.

19. DATA PROTECTION

- 19.1. In this clause, "Personal Data", "Data Controller" and "Data Processor" have the meaning given to them in section 1 of the Data Protection Act 1998.
- 19.2. The Parties acknowledge that when performing their obligations under this agreement the Client is the Data Controller and Twofour is the Data Processor.
- 19.3. The Client acknowledges that in providing the Services Twofour may process Personal Data including without limit transferring it to outside the European Economic Area and or disclosing it to third parties. The Client shall ensure that the relevant third parties have been informed of and have given the consent to such use, processing and transfer as required by all applicable data protection legislation.
- 19.4. Twofour warrants that to the extent it processes any Personal Data on behalf of the Client:
 - 19.4.1. it shall act only on instructions from the Client; and
 - 19.4.2. it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

19.5. The Client warrants that it will fully comply with its obligations under the Data Protection Act 1998 and not cause Twofour to be in breach of all applicable data protection legislation.

19.6. The Client will indemnify Twofour against all claims or costs that may be incurred by Twofour in using the data supplied by the Client for any purpose in accordance with this agreement.

20. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. NOTICES

22.1. Any notice required to be given under this agreement, must be in writing and delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below:

For Twofour:	For The Client:
Company Secretary Twofour Digital Limited Twofour Studios Estover Plymouth PL6 7RG England	Addressed to the Client Contact at the address set out at the beginning of this agreement

22.2. Any notice or other communication will be deemed to have been duly received:

- 22.2.1. if delivered personally, when left at the address and for the contact referred to in this clause; or
- 22.2.2. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- 22.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

22.3. A notice required to be given under this agreement will not be validly given if sent by e-mail.

22.4. The provisions of this clause 22 do not apply to the service of any proceedings or other documents in any legal action.

23. SEVERANCE

23.1. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

23.2. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

24. ENTIRE AGREEMENT

24.1. This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

24.2. 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.

24.3. Nothing in this clause shall limit or exclude any liability for fraud.

25. NO PARTY OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

26. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

27. ASSIGNMENT

The Client may not assign or transfer its rights or obligations under this agreement (by operation of law or otherwise) without the prior written consent of Twofour and any prohibited assignment will be null and void. Twofour may assign this agreement or any rights under this agreement without the Client's consent. This agreement will be binding upon, enforceable by and inure to the benefit of Twofour's successors and assigns.

28. GOVERNING LAW & JURISDICTION

28.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation.

SCHEDULE A
SERVICE LEVEL AGREEMENT (“SLA”)

PART 1
SERVICE LEVEL AGREEMENT

1. FAULT RECTIFICATION PROCEDURE

1.1. Logging a Fault

To log a fault the Client must contact Twofour support using the contact details in Part 2 of this Schedule. The Client must give details of the fault and give Twofour support all necessary assistance and information in order to allow Twofour Support to diagnose the fault.

1.2. Setting fault priority

The priority of the fault will be categorised by agreement between the Client and Twofour Support in accordance with the Fault Classification Table:

DESCRIPTION	FAULT CATEGORY	RESPONSE TO CALL	RESPONSE TIMES	HOURS OF COVER
The Service is not operational or is seriously impaired	(1) Critical	30 minutes	2 hours	24 hours a day* 7 days a week
The system is impaired but operational	(2) Standard	16 hours	24 hours	09:00 – 17:00 Monday to Friday
Normal working practice is unimpaired	(3) Background	24 hours	3 days	09:00 – 17:00 Monday to Friday
Client contact not directly related to a fault	(4) Enquiry	24 hours	N/A	09:00 – 17:00 Monday to Friday

All times are calculated in accordance with the time zone for London, United Kingdom.

*Out of Hours Cover

1.3. Out of Hours Cover

The Client acknowledges and agrees that the extended Hours of Cover available for Critical faults are solely for Critical faults and any misuse of the out of hours telephone number will incur a charge on a time and materials basis for the cost of receiving and dealing with any non Critical faults incurred by Twofour Support.

1.4. Training

The Client agrees to train its employees to ensure that they understand the Fault Classification Table and use the correct classification when describing a fault.

1.5. Response Times

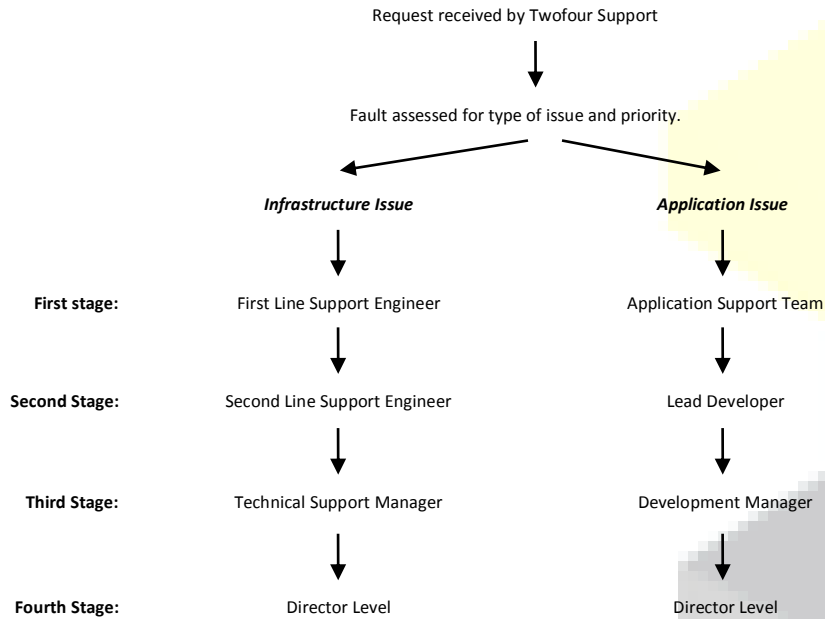
Response Times will run from the time the call is placed by the Client with Twofour Support and will continue to run for the duration of the relevant Hours of Cover. Twofour reserve the right to “stop the clock” in respect of any Response Times should the process of diagnostics and repair be held up due to circumstances beyond Twofour’s control. In these circumstances, Twofour Support will notify the Client of the circumstances of the delay together with full details of all attempts made to resolve the delay.

1.6. Notification

In respect of any Critical faults as defined in the Fault Classification Table, Twofour Support will, on request, update the Client with regular (up to hourly) progress reports.

Escalation Path

Once a fault has been logged by Twofour Support, the following escalation path will be used:



1.7. Fault resolution

Twofour Support will continue to work to resolve the fault until such time as:

- 1.7.1. the fault is fixed; or
- 1.7.2. it is established that the fault is caused by either the Client or a third party beyond Twofour's control.

2. AVAILABILITY

2.1. Twofour will use its reasonable endeavours to provide the Services with average Availability of 99.9% for each calendar month. Availability means the Client's ability to utilize the Services during the relevant month and is calculated as follows:

$$x = (y - z) / y * 100\%$$

KEY	
x	is the Availability during such month
y	is the total number of hours in such month minus the number of hours during such month that the Client is unable to utilize the Services because of: <ul style="list-style-type: none"> (i) scheduled maintenance for the Services as to which the Client has been notified by Twofour at least seven days in advance via email; (ii) a Force Majeure Event; (iii) non-performance of hardware, software, and other equipment that is not provided by Twofour or under control of Twofour for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by Twofour).
z	is the number of hours in such month during which the Client is unable to utilize the Services (other than for reasons in the definition of "y" above); provided that Twofour has been notified or is otherwise aware (or reasonably should be aware) of the Client's inability to utilize the Services.

- 2.2. In the event that the Services do not meet the Availability levels set out below, the following will apply, subject always to the Client's continuing compliance with the terms of this agreement:
 - (i) If the Availability is less than ninety nine and nine tenths percent (99.5%) during the relevant calendar month, the Client will be entitled to receive a credit to the Services account of five percent (5%) of the following month's fees for the provision of the Services;
 - (ii) If the Availability is less than ninety eight percent (98%) during the relevant calendar month, the Client will be entitled to receive a credit to the Services account of ten percent (10%) of the following month's fees for the provision of the Services;
 - (iii) If the Availability is less than ninety five percent (95%) during the relevant calendar month, the Client will be entitled to receive a credit to the Services account of fifteen percent (15%) of that month's fees for the provision of the Services.
- 2.3. These remedies are the Client's sole remedy and Twofour's entire liability in the event of Twofour's failure to provide Availability to the Client of at least ninety nine and five tenths percent (99.5%) during the relevant calendar month. The Client must make Twofour aware that they are not able to use the Services.

PART 2

TECHNICAL HELPDESK INFORMATION

TWOFOUR CONTACT DETAILS	
Telephone Number:	+44 (0)1752 727424
Out of Hours Telephone Number:	+44 (0)1752 727409
E-mail Address:	support@twofour.co.uk

SCHEDULE B
ACCEPTABLE CONTENT & USE

PART 1

CONTENT

1. The Client will ensure that its Content does not infringe any applicable laws, regulation or third party rights.
2. Twofour reserves the right to take down/remove any and all of the Client's Content uploaded, posted, submitted or otherwise transmitted using the Services at any time where in Twofour's sole discretion it reasonably suspects such Content is in breach of any applicable law, this Schedule or agreement.
3. The Client agrees to provide all reasonable assistance to Twofour with any compliance or take down activities.
4. Twofour does not have any obligation to monitor the Client's Content and as a result is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the Client's Content including without limitation any information obtained by using the Services.
5. Twofour will not be responsible, or liable to any third party, for the Client's content or accuracy of any materials uploaded, posted, submitted or otherwise transmitted using the Services.
6. Twofour does not endorse any of the Client's Content or any opinion, recommendation or advice expressed in the Client's Content and the Client hereby waives, any legal or equitable rights or remedies it may have or may have against Twofour with respect to this paragraph.
7. Without limitation, the Client agrees that it will not do any of the following while using or accessing the Services:
 - (a) Upload, post, submit or otherwise transmit any Content that:
 - (i) to which the Client does not have the lawful right to copy, transmit and display (including any Content that would violate any confidentiality or fiduciary obligations that the Client might have with respect to its Content);
 - (ii) for which the Client does not have the consent or permission of each identifiable person in the Content to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is implicated by the Content) and such consent or permission is necessary;
 - (iii) infringes the Intellectual Property Rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right or moral right);
 - (iv) is unlawful, obscene, indecent, harmful, pornographic, seditious, harassing;
 - (v) promotes violence or discrimination on race, sex, religion, nationality, disability, sexual orientation or age.
 - (vi) promotes any illegal activity;

- (vii) is blasphemous hateful, constitutes hate speech, contains objects or symbols of hate or is liable to incite racial hatred;
 - (viii) invades the privacy of any third party;
 - (ix) contains content related to bestiality, rape, incest, sex with graphic violence or degradation or constitutes child pornography or child erotica;
 - (x) is deceptive, threatening, menacing, abusive, offensive, inciting of unlawful action, defamatory, libellous;
 - (xi) has the purpose of harming or attempting to harm minors in any way; or
 - (xii) is otherwise unacceptable in the opinion of Twofour.
 - (b) Upload, post, submit or otherwise transmit any Content that contain software viruses or any other computer code, files, or programs designed to:
 - (i) interrupt, destroy or limit the functionality of any computer software; or
 - (ii) interfere with the access of any user, host or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing the Site;
8. The Client agrees and acknowledges that it must comply with the spirit of paragraph 7 as well as the letter. The standards apply to each part of any Content as well as to its whole.
9. Upload, post, submit or otherwise transmit any Content that includes code that is hidden or otherwise surreptitiously contained within the images, audio or video of any Content that is unrelated to the immediate, aesthetic nature of the Content;
10. The Client will ensure that its Content does not infringe any applicable laws, regulations or third party rights.

PART 2
ACCEPTABLE USE

1. The Client may use and access the Services for lawful purposes only. The Client agrees to abide by all applicable laws, treaties and regulations in connection with its use of the Services.
2. The Client agrees that it will not:
 - (a) send, knowingly receive, upload, download, use or re-use any material which does not comply with Part 1 of this Schedule.
 - (b) circumvent, disable or otherwise interfere with security related features of the Service or features that prevent or restrict use or copying of any Content;
 - (c) use any meta tags or other hidden text or metadata utilizing a Twofour trademark or logo, URL or product name;
 - (d) upload, post, submit or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of unsolicited or unauthorized solicitation;

- (e) forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Services to send altered, deceptive or false source-identifying information;
- (f) interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available at the website, servers or networks connected to the Services or the technical delivery systems of Twofour's providers or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- (g) attempt to probe, scan or test the vulnerability of any Twofour system or network or breach or impair or circumvent any security or authentication measures protecting the Service;
- (h) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- (i) attempt to access, search or meta-search any Twofour website or Service with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by Twofour or other generally available third party web browsers, including, without limitation, any software that sends queries to a website to determine how a website or web page ranks;
- (j) collect or store personal data about users of the Services without their permission;
- (k) impersonate or misrepresent an affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud;
- (l) use the Services in any manner not permitted by this agreement;
- (m) encourage or instruct any other individual to do any of the foregoing or to violate any of these terms.

SCHEDULE C

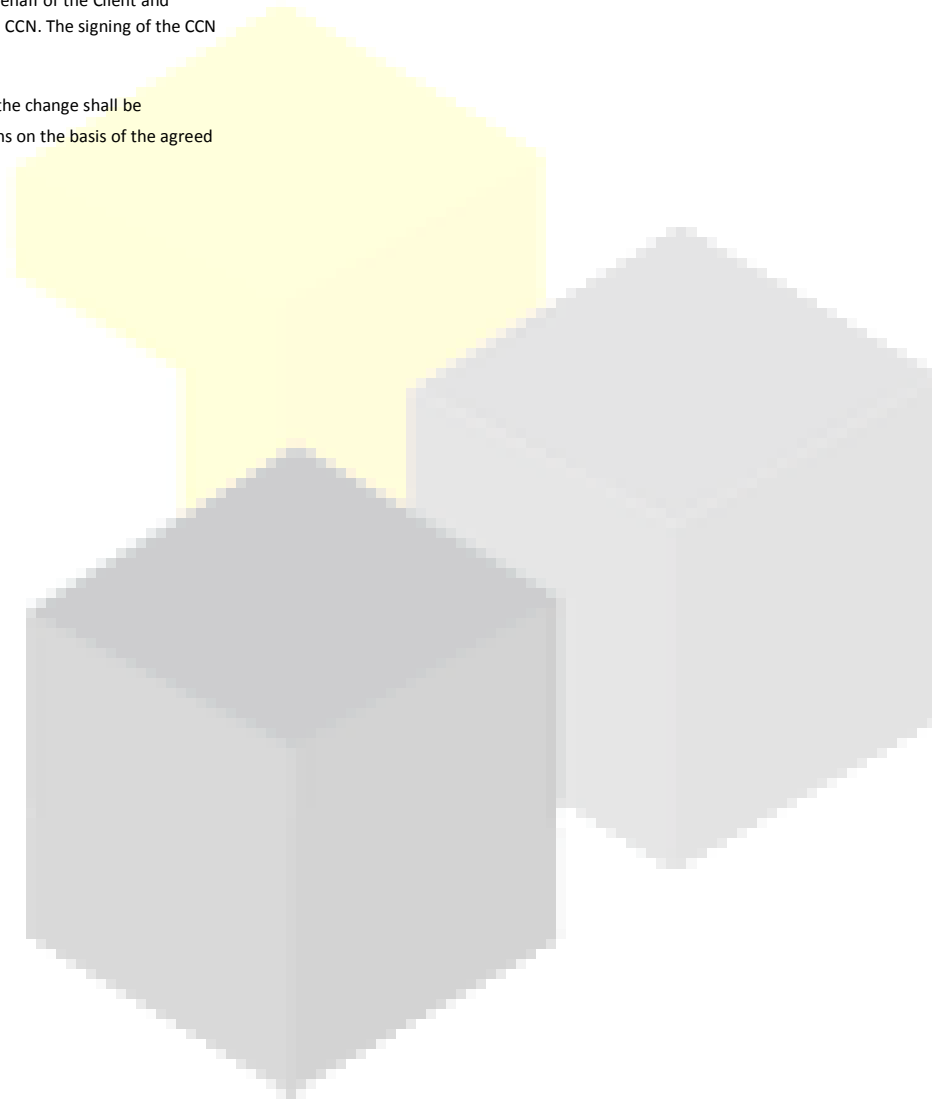
CHANGE CONTROL PROCEDURE

1. Twofour and the Client shall discuss any changes proposed by the other and such discussion will result in either:
 - 1.1. a written request for a change by the Client;
 - 1.2. a written recommendation for a change by Twofour;
 - 1.3. or if neither the Client or Twofour should wish to submit a request or recommendation, the proposal for the change will not proceed.
2. Where a written request for a change is received from the Client, Twofour will, unless otherwise agreed, submit a Change Control Note (CCN) to the Client within the period agreed between them or, if no such period is agreed, within 5 Business Days from the date of receipt of such request for a change, or inform the Client that Twofour is not able to comply with such written request for a change.
3. A written recommendation for a change by Twofour will be submitted as a CCN direct to the Client at the time of such recommendation.
4. Each CCN will contain:
 - 4.1. the title of the change;
 - 4.2. the originator and the date of the request or recommendation for the change;
 - 4.3. the reason for the change;
 - 4.4. the full details of the change, including any specifications and user facilities;
 - 4.5. the price, if any, of the change on other aspects of the agreement in question including (but not restricted to):
 - 4.5.1. the charges;
 - 4.5.2. the project plan and any dates for completion of any Service;
 - 4.5.3. the contractual documentation; and
 - 4.5.4. staff resources.
 - 4.6. the date of expiry of validity of the CCN (which shall not be less than 10 Business Days); and
 - 4.7. provision for signature of the CCN by the Client and Twofour.
5. For each CCN submitted, the Client will, within the period of validity of the CCN as envisaged in paragraph 4 of this Schedule:
 - 5.1. Evaluate the CCN, and as appropriate either
 - 5.1.1. request further information; or
 - 5.1.2. approve the CCN; or

5.1.3. notify Twofour of the rejection of the CCN; and

5.2. If approved, arrange for two copies of the approved CCN to be signed for and on behalf of the Client and Twofour. Twofour, when signing the CCN shall allocate a sequential number to the CCN. The signing of the CCN will signify acceptance of a Change by both the Client and Twofour.

6. Once signed by the Client and Twofour in accordance with paragraph 5 of this Schedule, the change shall be immediately effective and the Client and Twofour shall perform their respective obligations on the basis of the agreed amendment.



SCHEDULE D
MEDIAFREEDOM™ LICENCE

1. APPLICABILITY

This Schedule only applies where the Client has selected MEDIAFREEDOM™ Licence in the Services Description.

2. LICENCE

- 2.1. Subject to the Client's compliance with these Terms, Twofour grants the Client a non-transferable, non-sublicensable, non-exclusive and revocable licence to use MEDIAFREEDOM™.
- 2.2. Twofour reserves all rights in MEDIAFREEDOM™ not expressly granted to the Client.
- 2.3. The licence granted in this paragraph 2 will immediately cease if the agreement is suspended or terminated under clause 11 or 12.
- 2.4. The Client will not use MEDIAFREEDOM™ to offer, display, distribute, transmit, route, provide connections to or store any Content or any other material that infringes copyright works or otherwise violates or promotes the violation of the Intellectual Property Rights of any third party. Twofour reserves the right to take down any and all the Client's Content posted via use of MEDIAFREEDOM™ at any time in its sole discretion and the Client agrees to assist Twofour with any such compliance activities.
- 2.5. The rights granted under this paragraph 2 are granted to the Client only and shall not be considered granted to any subsidiary or holding company.

3. USER ACCOUNTS

- 3.1. The Client agrees that it:
 - 3.1.1. is responsible for safeguarding and maintain the confidentiality of any usernames, passwords or corresponding MEDIAFREEDOM™ account information;
 - 3.1.2. will not use false identities or impersonate any other person or use a username or password that it is not authorised to use;
 - 3.1.3. is entirely and solely responsible for any and all activities or actions that occur under its MEDIAFREEDOM™ accounts, whether or not it authorised such activities or actions;
 - 3.1.4. will maintain a written, up to date list of all Authorised Users and provide such list to Twofour within seven Business Days of Twofour's written request;
 - 3.1.5. will immediately notify Twofour of any loss or unauthorised use of its username, password or MEDIAFREEDOM™ account; and
 - 3.1.6. will not allow or suffer any account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services.

- 3.2. Twofour may at any time suspend or terminate a MEDIAFREEDOM™ account or block access to the MEDIAFREEDOM™.

4. TERMINATION

- 4.1. Upon termination of this agreement, the Client's MEDIAFREEDOM™ account will no longer be accessible. The Client acknowledges that Twofour will have no further obligation to provide MEDIAFREEDOM™ and all licences and other rights granted to the Client by this agreement will immediately cease.

SCHEDULE E
HOSTING TERMS & CONDITIONS

PART 1
HOSTING SERVICE

1. APPLICABILITY

This Schedule only applies where the Client has selected Hosting in the Services Description.

2. DEFINITIONS

2.1. The following definitions will apply to this Schedule in addition to clause 1.1 of the agreement:

Client Materials: the Content provided to Twofour by the Client for incorporation in the Site from time to time;

Site: the website(s) to be hosted by Twofour pursuant to this agreement, consisting of the Site Software and the Client Materials;

Site Software: the software for the Site owned by the Client;

3. SERVICE

- 3.1. Twofour shall set up the Site as soon as practicable after receiving a copy of the Site Software and Client Materials from the Client;
- 3.2. Twofour shall, as soon as reasonably practicable after setting up the Site, provide the Services in accordance with this agreement
- 3.3. Twofour is not required to provide any consultancy, support or software development in relation to the Client Materials, Site or Site Software under this agreement.
- 3.4. Twofour will maintain security practices that are at least as stringent as the minimum security practices described in Part 2 of this Schedule.
- 3.5. The Hosting Service is subject to Storage and Bandwidth usage limits as set out in the Services Description.
- 3.6. Twofour shall update the Site with the Client Material and Site Software provided from time to time by the Client, but no more than once in any month during the term of this agreement.
- 3.7. Twofour shall include only the Client Material on the Site. The Client acknowledges that Twofour has no control over any content placed on the Site by visitors and does not purport to monitor the content of the Site.
- 3.8. Twofour may include the statement "Powered by Twofour Digital Limited" on the home page of the Site in a form to be agreed.
- 3.9. Twofour will provide the Services in accordance with the SLA in Schedule A.

PART 2
SECURITY PRACTICES

Physical Access

The devices used to provide the Services will be located in a controlled access area. Access to the area will be restricted to Twofour employees or its agents who need access for the purpose of providing the Services. Entrance to the data centre will be authorised by proximity-based access cards.

Twofour's equipment uses a firewall and other advanced technology to prevent interference or access from outside intruders.

Twofour Personnel

Twofour will restrict the use of administrative access codes for Client accounts to its employees and other agents who need the access codes for the purpose of providing the Services. Twofour employees or its agents who use access codes shall be required to log on using an assigned user name and password.

Reports of and Response to Security Breach

Twofour will immediately report to the Client any unauthorised access or release of the Client's information of which Twofour becomes aware.

SCHEDULE F

MEDIA DELIVERY TERMS & CONDITIONS

1. APPLICABILITY

This Schedule only applies where the Client has selected Media Delivery in the Services Description.

2. SERVICE

- 2.1. All Content to be used in the Service will be delivered by the Client to Twofour in the Streaming Format(s).
- 2.2. Client is responsible for maintaining any master or back-up copies of the Content.
- 2.3. The Service is subject to Storage and Bandwidth usage limits as set out in the Services Description.
- 2.4. Twofour will provide the Services in accordance with the SLA in Schedule A.

3. CALCULATION OF CHARGES

- 3.1. The Clients usage of the Service will be calculated on the total outbound bytes of the Client Content transferred utilising the Service.
- 3.2. The data in paragraph 3.1 will be calculated in accordance with clause 7.5 of the General Terms & Conditions.

SCHEDULE G

STORAGE CONDITIONS

1. APPLICABILITY

This Schedule only applies where the Client has selected Storage in the Services Description.

2. SERVICES

- 2.1. Charges will be calculated on the highest capacity of storage used by the Client during any point in the relevant month as per the Service Description.
- 2.2. Client shall be responsible for maintaining any master or backup copies of the Content.
- 2.3. Twofour will provide the Services in accordance with the SLA in Schedule A.