

ISL Service Agreement

PLEASE READ THIS DOCUMENT CAREFULLY AS IT IS A LEGALLY BINDING DOCUMENT.
LAST UPDATED 15/5/06.

THIS AGREEMENT REPLACES ALL OTHER AGREEMENTS RELATING TO THE SERVICE
ISSUED BY ISL.

CUSTOMER SHOULD PRINT A COPY OF THIS ISL SERVICE AGREEMENT FOR
CUSTOMER'S RECORDS.

IT IS UNLAWFUL TO COMMENCE USING THE SERVICE WITHOUT AN AGREEMENT FROM
ISL. IF CUSTOMER DOES NOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT
THEN CUSTOMER SHOULD (I) NOT COMMENCE USING THE SERVICE OR (II) IMMEDIATELY
CEASE USING THE SERVICE. IF CUSTOMER HAS ANY QUESTIONS CONCERNING THIS
AGREEMENT, PLEASE WRITE TO: THE CONTRACTS MANAGER, INTERNAL SYSTEMS
LIMITED, 110 LUTON ROAD, HARPENDEN, HERTS, AL5 3BL.

IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

In this Agreement, including its Schedules, the following words shall, unless the context clearly requires otherwise, have the following meanings:

Agreement: means this agreement, any schedules, amendments and/or appendices thereto and the PND.

Agreement Period: means the term of the Agreement commencing on the Start Date and ending on the Finish Date as indicated in the PND.

Bulk Email: means a group of more than five thousand (5000) Email messages with substantially similar content sent or received in a single operation or a series of related operations.

ISL: means Internal Systems Limited with registered office at 110 Luton Road, Harpenden, Herts, AL5 3BL.

Customer: means the individual or legal entity stated in the PND.

Email: means any SMTP message sent or received via the Service.

Finish Date: means the date when the Agreement finishes as indicated in the PND.

Normal Working Hour: means a one hour during the period 9.00 to 17.00 Monday to Friday excluding bank holidays in the United Kingdom.

Open Relay: means an Email server configured to receive Email from an unknown or unauthorised third party and forward the Email to one or more recipients that are not users of the Email system to which that Email server is connected. Open Relay may also be referred to as "Spam relay" or "public relay".

PND: means the Provisioning Notification Document provided by ISL to Customer.

Service: means the service described in the PND.

Start Date: means the date indicated in the PND.

Spam: means unsolicited commercial Email.

Support Type: means either ClearSupport or ClearSupport Plus as identified in the PND.

User: mean a unique Email sender address capable of sending or receiving an Email that is routed via the Service.

Virus: means a piece of program code, including a self-replicating element, usually (but not necessarily) disguised as something else that causes some unexpected and for the victim, usually undesirable event

and maybe designed so that it may infect other computer systems.

1.1 References to Sections, Clauses, Sub-Clauses, Schedules and Appendices are to the sections, clauses, sub-clauses and schedules and appendices to this Agreement.

1.2 This Agreement and the PND constitute the entire understanding between ISL and the Customer with respect to the subject matter herein and expressly excludes and/or supersedes any previous statements or agreements between ISL and the Customer whether written or oral relating to the provision of the Service.

1.3 Headings are for convenience only and shall be ignored in interpreting this Agreement.

2 Supply of Service

2.1 ISL shall commence making the Service available on the Start Date. Customer may commence using the Service on the later of (i) the Start Date, (ii) when Customer's DNS records have been modified by your service provider.

2.2 ISL reserves the right both prior to the provisioning of the Service and at any time during the supply of the Service to test whether the Customer's Email systems allow Open Relay. If at any time the Customer's Email systems are found to allow Open Relay, ISL will inform the Customer and reserves the right to withhold provision of or suspend all or part of the Service immediately and until the problem has been resolved.

2.3 If at any time the Customer's Email systems are found to be being used for Bulk Email or Spam, ISL will inform the Customer and reserves the right to withhold provision of or suspend all or part of the Service immediately and until such use is terminated.

2.4 If at any time continued provision of the Service would compromise the security of the Service or the provision of a service to other users due, without limitation, to hacking attempts, denial of service attacks, mail bombs or other malicious activities either directed at or originating from the Customer's domains the Customer agrees that ISL may temporarily suspend Service to the Customer. In such an event, ISL will promptly inform the Customer and will work with the Customer to resolve such issues, re-instating Service at the earliest opportunity.

- 2.5 ISL reserves the right having given the Customer seven (7) days prior written notice to temporarily suspend Service to the Customer in cases of late or non-payment of ISL's invoices.
- 2.6 Subject to applicable legislation, ISL may provide the Service from any hardware installation forming part of the Service anywhere in the world and may, at any time, transfer the provision of the Service from one installation to another. ISL does not guarantee that any such installation, or part thereof, is dedicated to the sole use of the Customer.
- 2.7 In order to fulfil its obligations in managing the Service, ISL may at any time amend the Service and any documentation relating thereto for any reason including, but not limited to: legal; safety; business; or technical considerations.
- 2.8 Should the Service be suspended or terminated for any reason whatsoever, ISL shall reverse all configuration changes made upon provisioning the Service and it shall be the responsibility of the Customer to undertake all other necessary configuration changes to their mail servers, and to inform their ISP of the need to reroute inbound Email.

3 Customer's Obligations

- 3.1 In consideration of ISL supplying the Service to the Customer, the Customer shall pay ISL's charges from time to time in accordance with Clause 4.
- 3.2 The Customer will provide ISL with all technical data and all other information ISL may reasonably request from time to time to allow ISL to supply the Service to the Customer. All information the Customer supplies will be complete, accurate and given in good faith. Such information will be treated as Confidential Information under the terms of this Agreement.
- 3.3 The Customer shall not allow, and hereby agrees not to allow, Its Email systems to:
 - 3.3.1 act as an Open Relay, or
 - 3.3.2 send or receive Bulk Email; or
 - 3.3.3 send Spam.

Should the Customer fail to meet these obligations and disruption occurs to the Service then, in addition to ISL's rights to suspend the Agreement, ISL reserves the right to charge the Customer at ISL's then current rates for any remedial work which becomes necessary as a direct result of the Customer's failure to meet these obligations.
- 3.4 The Customer recognises that information sent to and from the Customer will pass through the Service and accordingly the Customer agrees that the Customer will use the Service for legitimate business purposes and:
 - 3.4.1 comply with all relevant legislation applicable to use of the Internet;
 - 3.4.2 conform to the protocols and standards published on the Internet from time to time and adopted by the majority of Internet users; and
 - 3.4.3 indemnify ISL against any liability to third parties resulting from information passing through the Service from the Customer.
- 3.5 The Customer agrees that the Customer will not use the Service for any unlawful purpose or in breach of the laws of England and Wales or any other law applicable to the use of the Internet. These prohibited uses include, but are not limited to:
 - 3.5.1 civil and criminal offences of copyright and trademark infringement; or

- 3.5.2 transmission or display or posting to a bulletin board of obscene, indecent or pornographic material; or
- 3.5.3 commissioning of any criminal offence under the Computer Misuse Act 1990 or similar legislation in any country; or
- 3.5.4 any transmission or display or publication of any material which is of a defamatory, offensive, abusive, or menacing character to any other person;
- 3.5.5 transmission or display or publication of any material in breach of the Data Protection Act 1998 (or any replacing statute) dealing with data protection or similar legislation in any other country or of any material which is confidential or is a trade secret; or
- 3.5.6 use of the Service in any manner which is a violation or infringement of the rights of any individual, organisation or company within the United Kingdom and elsewhere.
- 3.6 The Customer agrees to indemnify ISL against all and any losses, costs and expenses ISL may incur as a result of any breach by the Customer of Clause 3.5.
- 3.7 In addition to ISL's termination rights set out in Clause 10 below, ISL may, at any time and at ISL's sole option, suspend the Service until the Customer gives suitable undertakings and provides security in terms satisfactory to ISL to comply with the Customer's obligations hereunder or terminate the Service if the Customer is in breach of any of the obligations set out herein. On any termination in accordance with this Clause 3.7, the provisions of Clause 4 will apply in respect of the charges payable for the Service.

4 Charges and Payment

- 4.1 The charges to be paid by the Customer to ISL for the Service are shown on the ISL invoice or if no charges are shown then at ISL's then current standard rates.
- 4.2 ISL will commence charging for the Service from the date that the Service is made available to the Customer. Charges for the Service shall relate to the number of Users and domains indicated on the PND (the "Registered Usage").
 - 4.2.1 The initial invoice shall relate to the Registered Usage declared by the Customer upon ordering the Service.
 - 4.2.2 The Customer shall notify ISL if at any time the number of Users or domains being scanned exceeds the Registered Usage and ISL will increase and/or change the Registered Usage accordingly. Additionally, ISL will monitor the Customer's actual usage of the Service and if the actual number of Users or domains being scanned exceeds the Registered Usage, ISL will increase and/or change the Registered Usage accordingly. Where ISL increases and/or changes the Registered Usage, ISL will at its sole option raise additional invoices and/or make adjustments to subsequent invoices to cover charges for the increase and/or change in Registered Usage on a pro-rata basis for the remaining part of the current invoicing period.
 - 4.2.3 Changes in Registered Usage may be made in multiples of Users and any number of domains in line with ISL's then current standard pricing model.
- 4.3 ISL shall invoice the Customer annually, in advance, on or shortly after charging commences and thereafter upon each anniversary thereof until termination. The Customer shall pay the full amount invoiced to it by ISL within thirty (30) days of the date of the invoice.

- 4.4 When domains are added to the Service or removed from the Service whether during the initial set up or for subsequent changes to the Service and/or Registered Usage, a set-up charge, at ISL's then current standard rates, will be levied to cover administration costs.
- 4.5 ISL may vary the charges for the Service and the Customer will pay such charges. ISL will give the Customer at least thirty (30) days written notice of any increase in charges.
- 4.6 The Customer shall not be entitled by reason of any set-off, counter-claim, abatement or other similar deduction to withhold payment of any amount due to ISL. All payments made are non-refundable.
- 4.7 Interest shall be chargeable on any amounts overdue at the rate of one and a half percent (1.5%) per month or part thereof to run from the due date for payment until receipt by ISL in full of the outstanding amount whether or not after judgement and without prejudice to any other right or remedy of ISL including the recovery of costs incurred in pursuing the outstanding debt.
- 4.8 The charges shown in this Agreement are exclusive of any value added and other applicable taxes. Such taxes will be added to any invoice for the Service at the rate current at the date of the invoice.

5 Conditions of Sale

- 5.1 The terms of this Agreement shall apply to the provision of the Service. Any terms and conditions stated on the Customer's order shall be null and void unless expressly agreed to in writing by ISL.

6 ISL Warranties

- 6.1 ISL will provide the Service with all reasonable skill, care and diligence and in accordance with the Service Description contained in Schedule 1 hereto.
- 6.2 Certain aspects of the Service as defined in the Service Description in Schedule 1 hereto may have specific additional warranties as defined in that Schedule.
- 6.3 To the extent permitted by law, the foregoing conditions are in lieu of and exclude all other express and implied warranties, conditions and other terms, including but not limited to warranties of merchantability, satisfactory quality and fitness for a particular purpose.

7 Limitation Of Liability

- 7.1 ISL does not limit its liability (if any) in respect to the following:
- 7.1.1 fraud,
- 7.1.2 the death of, or personal injury to, any person caused by negligence, or
- 7.2 ISL shall indemnify the Customer for loss or damage to the Customer's tangible property, caused either by;
- 7.2.1 defects in the Service resulting from ISL's negligence, or
- 7.2.2 the negligence of ISL's employees up to a maximum of the greater of one hundred thousand pounds sterling (£100,000) or the amount actually paid by the Customer to ISL hereunder for the Service during the six (6) months immediately prior to the event causing such loss. Such limit shall apply to each event or series of connected events. For the avoidance of doubt data does not constitute tangible property.
- 7.3 ISL shall indemnify the Customer for actual loss by the Customer caused either by;

- 7.3.1 defects in the Service resulting from ISL's negligence, or
- 7.3.2 the negligence of ISL's employees up to a maximum of the actual amount paid by the Customer to ISL for the Service provided to the Customer during the six (6) months immediately prior to the event causing such loss. Such limit shall apply to each event or series of connected events.
- 7.4 Subject to Clause 7.1 ISL does not accept any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any loss of profits, loss of sales or turnover, loss of or damage to reputation, loss of contracts, loss of customers, 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, losses or liabilities under or in relation to any other contract, indirect loss or damage, consequential loss or damage, loss(es) directly or indirectly due to network access by third parties; or special loss or damage. For the purposes of this Clause 7.4 the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.
- 7.5 Excluding Clauses 7.1 and 7.2.2 ISL's total aggregate liability whether in contract, tort or otherwise, howsoever arising out of or in connection with this Agreement shall be limited to one hundred percent (100) of the total price paid by the Customer for the Service during the six (6) months immediately prior to the event causing such loss per event or series of connected events.

8 Intellectual Property Rights

- 8.1 The intellectual property rights in the Service and any hardware or software used in connection with the Service is and will at all times remain ISL property or that of ISL's licensors.

9 Intellectual Property Rights Indemnity

- 9.1 In the event that the Service infringes any third party rights. ISL will defend and/or settle any third party claim that the Service infringes provided always that the Customer promptly notifies ISL of any such claim in writing, gives ISL the sole control of any such action or proceedings and gives ISL such assistance as it may reasonably require to settle and/or defend such action or proceedings (at the cost of ISL). Any award of costs and/or damages shall belong to ISL. In such event, ISL shall, at its option:
- 9.1.1 procure for the Customer the right to continue to use the Service;
- 9.1.2 make the Service available without infringing so far as ISL is aware any third party Intellectual Property Rights; or
- 9.1.3 terminate this Agreement forthwith on written notice to the Customer.
- 9.2 The indemnity in Clause 9.1 above shall not apply to any Infringement resulting from:
- 9.2.1 use of the Service which does not comply with the uses permitted under this Agreement;
- 9.2.2 any modification or change to the Service carried out by ISL on the request of the Customer; or
- 9.2.3 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 ISL.

10 Termination

- 10.1 Without prejudice to any other rights to which it may be entitled, either party may terminate this Agreement with immediate effect:
- 10.1.1 if the other party commits any material breach of any of the terms herein and (If such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this Sub-Clause 10.1.1 of the breach, such notice to refer to the notifying party's intent to terminate this Agreement unless the breach is remedied; or
- 10.1.2 if an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if a receiver, administrator or administrative receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt; or
- 10.1.3 if there is a change of control of the Customer.
- 10.2 Without prejudice to any other rights to which it may be entitled. In the case of a force majeure event as specified in Clause 13 either party may terminate this Agreement with immediate effect pursuant to that Section.
- 10.3 ISL may suspend the provision of the Service to the Customer with immediate effect if:
- 10.3.1 the Customer is in material breach of any obligation in this Agreement; or
- 10.3.2 the Customer allows Open Relay to occur.

11 Effects of Termination

- 11.1 Termination of this Agreement shall be without prejudice to any rights or liabilities accrued at the date of termination.
- 11.2 Upon termination:
- 11.2.1 ISL shall be entitled to cancel the provision of Service to the Customer;
- 11.2.2 all invoices for second and third year of service (if not already issued and paid) will be immediately issued and must be paid within 30 days
- 11.2.3 subject to Clause 11.3 all rights of the Customer under this Agreement shall terminate on the termination date and;
- 11.2.4 For the avoidance of doubt no credits will be issued for any unused period of service.
- 11.3 The following Sections shall survive termination
- Section 4 Charges and Payment
 - Section 7 Limitation Of Liability
 - Section 9 Intellectual Property Rights Indemnity
 - Section 11 Effects of Termination
 - Section 12 Confidentiality
 - Section 15 Contract (Rights of Third Parties) Act 1999

12 Confidentiality

- 12.1 Each party agrees and undertakes that during the term of this Agreement and thereafter in perpetuity it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information of a confidential nature (including trade secrets and information of commercial value) which may become known to that party from the other party ("Confidential

Information") unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of that party from a third party.

- 12.2 To the extent necessary to implement the provisions of this Agreement each party may disclose the Confidential Information to those of its employees and sub-suppliers as may be reasonably necessary or desirable provided that before any such disclosure each party shall make those employees and sub-suppliers aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees and sub-suppliers with them.
- 12.3 ISL recognises and confirms that the content of all Emails sent to or received from the Customer by the Service is confidential. In the normal provision of the Service, ISL would not access, read or copy Emails or their attachments other than (i) by electronic methods for the purposes of providing the Service, or (ii) as required by law or the decision of a court of competent jurisdiction or other body with the necessary legal powers to instruct ISL to access, read or copy Emails or their attachments. However, ISL reserve the right to utilise the Virus-related content of such Email or its attachments solely for the purposes of:
- 12.3.1 maintaining and improving the performance and the integrity of the Service;
- 12.3.2 complying with all regulatory, legislative or contractual requirements; and
- 12.3.3 making available to licensors of the Service 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. Where ISL exercise the foregoing rights ISL will use all reasonable endeavours to keep confidential all information received from the Customer or for the Customer In connection with the Service.

13 Force Majeure

- 13.1 Excepting any obligation to make payment hereunder the obligations of each party under this Agreement shall be suspended during the period and to the extent that such party is prevented or hindered from complying with them by any cause beyond its reasonable control including events such as, but not limited to; strikes; lock-outs; labour disputes; act of God; war; riot; civil commotion; malicious damage; compliance with any law or governmental order; rule; regulation or direction; accident; loss of electrical power; loss of telephone/internet/wide area network and similar infrastructure; fire; flood; storm; materials, unavailability of goods or raw materials.
- 13.2 In the event of either party being so hindered or prevented, the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause continues for more than thirty (30) days after written notification as aforesaid either party may terminate this Agreement in accordance with Clause 10.2.

14 Dispute Resolution

- 14.1 All disputes between the parties arising out of or relating to this Agreement or the breach, termination or validity thereof shall be referred by

either party in writing, first to each party's representative. The representatives shall meet and attempt to resolve the dispute within a period of thirty (30) days from the date of referral of the dispute to them.

15 Contract (Rights of Third Parties) Act 1999

- 15.1 Nothing in this Agreement is intended to confer on a person any right to enforce any term of this Agreement which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

16 Data Privacy and Regulation of Investigatory Powers

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

- 16.2 As required by law, the Customer shall use all reasonable efforts to ensure it informs (for example via a banner message on Emails) those who use any communications system covered by the Service, that communications transmitted through such system maybe intercepted, and indicate the purposes of such interception. The Customer shall hold ISL harmless from any claims from its employees, any third party and/or governmental agencies relating to such interceptions. The Customer shall not use, or require ISL to use, any data obtained via the Service for any unlawful purposes.

- 16.3 ISL acknowledges that in providing the Service it may be acting as a Data Processor processing Personal Data as each of those terms are defined under the Data Protection Act 1998. ISL hereby warrants that it is registered in accordance with and pursuant to the Data Protection Act 1998 and shall maintain all necessary registrations and notifications required under the Data Protection legislation during the term of this Agreement in respect of any Personal Data which it processes. ISL hereby confirms that i) all persons who are involved in the provision of the Service have been appropriately trained in relation to their responsibilities under the Data Protection legislation; and ii) it has in place appropriate technical and organisational data security measures and levels of security appropriate to the nature of the Personal Data and the harm that might result from any unauthorised or unlawful processing of such Personal Data or accidental loss, destruction of or damage to such Personal Data. ISL shall be as responsible for the acts and omissions of any third party with whom it contracts or who processes Personal Data of the Customer on its behalf as it is for its own acts and omissions in relation to its obligations under the Data Protection legislation.

- 16.4 As required by law, directed by a court of competent jurisdiction or directed by a body with the necessary legal powers to direct ISL to access, read, copy and/or provide Emails and/or their attachments, ISL reserves the right to access, read, copy and/or provide Emails and/or their attachments as so directed and/or required.

17 Amendments

- 17.1 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly

authorised representative of each of the parties to it.

- 17.2 Notwithstanding Clause 17.1 above, ISL may at its sole option at any time vary the terms of this Agreement by giving not less than three (3) months notice in writing.

18 Assignment

- 18.1 Customer is not entitled to transfer or assign this Agreement without ISL's prior written consent. ISL may assign, sub-contract or sub-let this Agreement or any part thereof.

19 Waiver

- 19.1 The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter

20 Severability

- 20.1 If any provision of this Agreement becomes invalid, illegal or unenforceable then such provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

21 Notices

- 21.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by hand, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to the address of the relevant party set out in this Agreement or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post).

22 Governing Law and Jurisdiction

- 22.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales. Notwithstanding the foregoing nothing herein shall preclude either party from seeking injunctions from any court of competent jurisdiction in order to protect its intellectual property rights or Confidential Information.

23 Marketing

- 23.1 The Customer agrees that ISL may use the Customer's Company name, logo and testimonial (if such testimonial is provided) in ISL's promotional material and communications including, but not limited to, proposals, presentations, website and corporate brochure.

24 Right to Use

- 24.1 Subject to the terms and conditions of this Agreement, ISL hereby grants to the Customer a non-exclusive, non-transferable right to use the Service.

25 Duration

- 25.1 This Agreement and the licence granted shall commence on the Start Date and subject to Clause 11 shall continue in force for Agreement Period. At the end of the Agreement Period this Agreement shall automatically renew for a further period equal to the Agreement Period, unless 90 days notice to terminate has been received by ISL prior to the end of the current Agreement Period.

**Schedule 1 - Service Description
Support and Maintenance**

1 Overview

- 1.1 The following capitalised terms shall mean: **Category:** means the Incident category as described below; **Enhancement:** means any changes to the functionality, performance or scope of the Service that is not directly related to an Incident; **Help Desk:** means ISL's telephone or email help desk, the contact details of which are given below; **Incident:** means any issue relating to the Service raised with ISL by Customer in accordance with this Agreement; **Workaround:** means any of the following: (i) a resolution of an Incident through the normal support process; (ii) a temporary by-pass of an Incident; (iii) a change to the Service and/or the Customer's configuration or (iv) a statement that the Incident will be considered for correction in a future change to the Service and/or change to the Customer's configuration, or (v) identification that the Incident is due to issues outside the reasonable control of ISL such as (a) the incorrect configuration of the Service by the Customer, (b) supply of incorrect configuration information from the Customer, (c) failure or sub-performance of the Customers' applications or equipment or Internet connection or the Internet, (d) scheduled maintenance of the Service, where the Customer has been notified of the maintenance no less than five (5) days in advance; **Working Hour:** means a one hour period during the period 9.00 to 17.00 Monday to Friday excluding bank holidays in the United Kingdom.
- 1.2 ISL provide a managed message filtering and management service offering inbound and outbound message management at the internet level. The Service may be formed from the following elements:
- Content control – always present
 - Transport Level Security – always present
 - Anti-Spam
 - Anti-Virus
- 1.3 Subject to the terms and conditions of this Agreement, the Service is available twenty-four (24) hours per day, seven (7) days per week from distributed Message Transaction Centres (MTC) and permanently monitored from Virtual Network Operation Centres (VNOC)
- 1.4 Messages are directed to the MTC. On receipt, each message is assigned a message ID to provide full logging, audit and tracking. Only when the message has been successfully committed is the message acknowledged as being received.
- 1.5 Messages are scanned, filtered and the desired action is taken, as defined in the customer configuration.
- 2 Service Visibility and Management**
- 2.1 Service visibility and management is provided via a secure, password protected web interface. This gives access and visibility to service features, functionality, configuration, reporting and message logs.
- 2.2 ISL ensures that reports are constantly monitored for (i) their availability (ii) the status of the Service and the client message servers.
- 3 Customer Support**
- 3.1 Customers may raise queries via e-Mail or telephone. Queries will be processed by a team of competent analysts who provide product and service support. The analysts are technical engineers who are trained to perform in-depth diagnostic and trouble-shooting activities in order

to resolve product and service issues as quickly as possible.

- 3.2 Calls may be logged through the following mechanisms, depending on Customer's Support Type:-

Logging Method	Access
ClearSupport Plus	
Email	support@isl.com (serviced during Working Hours and outside Working Hours for Category 1 and 2 Incidents only)
Telephone	0870 444 8498 (serviced during Working Hours)
ClearSupport	
Email	support@ISL.com (Working Hours only)
Telephone	0870 444 8498 (Working Hours only)

- 3.3 Customer queries will be recorded in a call tracking system and a Call Reference Number assigned. ISL will assign a Category to each Incident as described below.

Category	Description
1	Failure of all or part of the Service resulting in Customer not being able to process Emails
2	Failure of all or part of the Service where the Customer has reduced capability or ability to process Emails
3	Failure of all or part of the Service where the ability of the Service to process Emails is not effected
4	Any Incident having minimal impact on the Service, requests for information or requests for Enhancements

- 3.4 ISL will endeavour to answer all telephone calls, on average, within 5 minutes. ISL will use all reasonable efforts to answer any telephone call within 15 minutes. For the purposes of this section average shall be the average time to answer a telephone call based on all telephone calls received by the ISL during the preceding 12 month period.
- 3.5 The first telephone call from a Customer regarding an Incident will be the Initial Call.
- 3.6 Customer may request Enhancements via the Help Desk. An Enhancement request will be acknowledged but ISL will be under no obligation to implement any specific request.

4 Response Times

Category	Description
1	ISL will endeavour to respond to the Customer 1 Working Hour after the end of the Initial Call
2	ISL will endeavour to respond to the Customer 6 Working Hours after the end of the Initial Call
3	ISL will endeavour to respond to the Customer 16 Working Hours after the end of the Initial Call
4	ISL will endeavour to respond to the Customer 24 Working Hours after the end of the Initial Call

5 Workaround Times

- 5.1 ISL will endeavour to provide a Workaround for a Category 1 Incident within 8 Working Hours.
- 5.2 ISL will endeavour to provide a Workaround for a Category 2 Incident within 12 Working Hours.
- 5.3 ISL will endeavour to provide a Workaround for Category 3 and 4 Incidents as soon as reasonably practicable.

Section 2 - Overview

1. Overview

ISL operates a highly available email filtering service, whereby e-mail traffic is load-balanced across clustered filtering servers deployed in multiple data centres, connected to redundant power and internet feeds to achieve the Service Availability stated below. All e-mail traffic is subjected to e-mail protection, management and compliance policies as per the Customer's subscribed options. With respect to the offered service, ISL will manage the system to meet the following metrics.

2. General Terms

- 2.1 The Service Descriptions detailed in this document will not apply:-
 - 2.1.1 if service is lost or degraded due to circumstances beyond the reasonable control of ISL;
 - 2.1.2 during periods of scheduled maintenance undertaken by ISL where the customer has been notified in accordance with the published policy, which is updated from time to time;
 - 2.1.3 during periods of non-availability due to force majeure, as defined in the Master Services Agreement;
 - 2.1.4 if Customer's applications, equipment or internet connection fail;
 - 2.1.5 if incorrect configuration information has been supplied by Customer to ISL;

- 2.1.6 if Customer has not configured the system in accordance with the published "Configuration Guidelines & Policies" which are updated from time to time.
- 2.2 To receive a remedy under the Service Descriptions set-out below, the Customer must submit a written claim request to ISL within five (5) working days of the end of the calendar month in question, unless otherwise specified. ISL will use trouble tickets and other appropriate records to determine in its sole judgement whether it met or failed to meet the applicable standard.
- 2.3 Remedies set out in this Service Description shall be delivered through credits of the stated period of time and/or percentage of the prevailing monthly fee to be accumulated within the contract period as set out in the Master Services Agreement, between ISL and the Customer.
- 2.4 The maximum accumulative liability of ISL under this Service Description shall be no more than 100% of the amount payable by Customer for the month in which the Service Description failure occurred. The penalties stated for the failure of any particular Service Description are the sole and exclusive remedies available to Customer for the failure of such Service Description, subject always to the limit set forth in this clause.

Section 3 – Availability and Latency

1 Service Availability

- 1.1 ISL will achieve a Service Availability level of 99.99%, measured during each Calendar Month.
- 1.2 “Service Availability” is defined as the ability for one or more of the Customer’s designated ISL filtering servers to be able to accept an SMTP connection and subsequently receive and filter Emails on behalf of the Customer.
- 1.3 Service Availability is constantly monitored by ISL’s High Availability Service Monitor, and will be used to support any claim.
- 1.4 If in any calendar month, the Service Availability is calculated to be less than 99.99%, then at the request of the Customer, ISL will credit the Customer account with one (1) additional free days Service for each two (2) hour period the Service is unavailable, up to a maximum of five (5) days credited in any one month.

2 Latency

- 2.1 ISL will endeavour to maintain a maximum average Latency of no more than 30 seconds per message.

- 2.2 “Latency” is defined as the time taken to relay a message through the Service, which is measured from the time at which an Email is received in its entirety by the Service, to the time at which the first delivery attempt is initiated to the next-hop mail server.
- 2.3 Latency is constantly monitored and recorded by ISL’s Latency Service Monitor, which records the average round trip time through the service every minute, and will be used to support any claim.
- 2.4 Further to clause 2.1 of Section 2, this Latency Target specifically excludes i) Emails that can’t be delivered or are delayed due to non-availability of remote servers, temporary or permanent rejections or protocol violations; ii) periods where a Customer is the target of a Denial of Service attack; iii) delays caused by mail loops; iv) Emails delayed by automatic or manual filtering mechanisms and v) Emails greater than 5Mb in size.
- 2.5 If in any calendar month, the average Latency figure for the month is calculated to be greater than two (2) minutes, then at request of the Customer, ISL will credit the Customer account in accordance with the following table, up to a maximum of 20% of any on month’s fee.

Average Latency (mins)	Credits
>2 but < 4	5% of the monthly fee
>4 but < 6	10% of the monthly fee
>6 but < 8	15% of the monthly fee
>8 but < 10	20% of the monthly fee

Section 4 – Management Service

1. Overview

- 5.1 ISL Management Service is a rules engine, which facilitates both content and event-based control of inbound and outbound email traffic.
- 5.2 On receipt of a fully completed and accepted order ISL will enable Management Service for each of the Customer's applicable domains and for inbound and outbound Emails. The Customer is responsible for implementing the configuration options for Management Service for each domain according to the Customer's needs.
- 5.3 Rules function is accessed via the secure web control panel by an authorised User.
- 5.4 Rules may be applied at three levels:
 - 5.4.1 Account level – operating over a group of domains
 - 5.4.2 Domain level – operating over a single domain
 - 5.4.3 User level – operating on a single User address
- 5.5 Rules will be ordered in a logical sequence to create the desired outcome.
- 5.6 A rule can be set to identify a condition or combination of conditions. Where an email:
 - 5.6.1 is larger than, or smaller than a User editable size
 - 5.6.2 subject field contains words defined in a User editable list
 - 5.6.3 body contains words defined in a User editable list
 - 5.6.4 is from a sender(s) defined in a User editable list
 - 5.6.5 is to a recipient(s) defined in a User editable list
 - 5.6.6 contains an attachment(s) of a type(s) defined in a User editable list
 - 5.6.7 header contains a text string matching that defined in a User editable field
 - 5.6.8 is being processed between, or not between, a User defined start and end time
- 5.7 On the identification of a condition or combination of conditions, an action may be set.
 - 5.7.1 Allow email into the filtering system
 - 5.7.2 Allow email into the filtering system but bypassing the spam filters
 - 5.7.3 Delete the message silently (no indication to sender or recipient)
 - 5.7.4 Redirect the message to an address defined in a User editable field
 - 5.7.5 Copy the message to an address defined in a User editable field
 - 5.7.6 Quarantine the message
- 5.8 Customisable alert messages may be sent to any or all below:
 - 5.8.1 administrator
 - 5.8.2 sender
 - 5.8.3 recipient
- 5.9 Dependant upon the level of authorisation a rule may be:
 - 5.9.1 moved up or moved down in the logical actionable sequence
 - 5.9.2 edited or deleted
 - 5.9.3 set for inbound, outbound or both
 - 5.9.4 set as a hidden rule – the rules existence is not seen by other Users
 - 5.9.5 set as a suppressed content – the rule description is suppressed for decency
- 5.10 Incidents of rules being actioned are logged in the event log, accessed via the secure web control panel by an authorised User.
- 5.11 Reports of rules usage may be generated in the Reports section, accessed via the secure web control panel by an authorised User.
- 5.12 Suggested word lists supplied by ISL contain words which may be considered offensive. The Customer agrees to indemnify ISL against any damages (including reasonable costs) that may be awarded to any third party (including any employee of the Customer) in respect of any claim or action arising out of supply to the Customer of such word lists.
- 5.13 Customer accepts and agrees that ISL may compile and publish default word lists using words obtained from the Customers' custom word lists.
- 5.14 ISL EMPHASISES THAT THE CONFIGURATION OF MANAGEMENT SERVICE IS ENTIRELY UNDER THE CONTROL OF THE CUSTOMER AND THAT THE ACCURACY OF SUCH CONFIGURATION WILL DETERMINE THE ACCURACY OF THE MANAGEMENT SERVICE, THEREFORE ISL CAN ACCEPT NO LIABILITY FOR ANY DAMAGE OR LOSS RESULTING DIRECTLY OR INDIRECTLY FROM ANY FAILURE OF THE SERVICE TO DETECT OR WRONGLY IDENTIFY AN EMAIL CONTAINING SUSPECTED CONTENT WHICH PROVES SUBSEQUENTLY NOT TO BE SO. Furthermore the Customer agrees to indemnify ISL for any damages (including reasonable costs) that may be awarded to any third party in respect of any claim or action arising out of delivery or non-delivery of any Email scanned by Management Service.
- 5.15 ISL recommends that the Customer has an Acceptable Computer Use Policy (or its equivalent) in place governing its Users' use of Email. In certain countries it may be necessary to obtain the consent of individual personnel and so ISL advises the Customer to always check their local legislation prior to deploying Management Service. ISL can accept no liability for any civil or criminal liability that may be incurred by the Customer as a result of the operation of Management Service.

Section 5 – Anti-spam

1. Overview

- 1.1 On receipt of a fully completed and accepted order for the anti-spam (AS) Service, ISL will enable (AS) for the Customer. Initially AS will be enabled for each of the Customer's domains and for inbound Emails only. The Customer is responsible for setting the configuration options for AS for each domain according to the Customer's needs.

2. Service Level

- 2.1 Subject to the Customer subscribing to the AS Service, ISL will guarantee a global spam detection rate of at least 90% or above. Spam Emails that are not detected by the AS shall be termed False-Negative Spam. The global spam detection rate shall be calculated by dividing the number of spam Emails detected by the AS by the (i) number of False-Negative Spam Emails plus (ii) the number of spam Emails detected by the AS.
- 2.2 In the event that Customer's global spam detection rate drops below 90% for more than five (5) consecutive days in any one month, ISL will at request of the Customer, credit the Customer with two (2) additional days AS Service for each day that the global detection rate remains at this level.
- 2.3 In order for a claim for the credits identified in clause 2.2, the Customer must send any suspected False Negative Spam to the ISL Customer Support team within five (5) days of the date and time that the False Negative Spam was delivered to the Customer's mail server by the AS.
- 2.4 Customer recognises that investigation into suspected False Negative Spam in accordance with this Section 4 incurs substantial administration by ISL and its business partners, therefore ISL reserves the right to invoke, upon prior notice to the Customer, an administration charge of £100 per hour if in ISL's opinion, the Customer is imposing an unacceptable administration burden on ISL by requesting investigation into Emails which it is not reasonable to believe may constitute False Negative Spam.
- 2.5 Further to clause 2.1 of Section 2, the global spam detection guarantee will not apply i) if any of the AS

modules have been disabled by the Customer or by ISL at request of Customer; ii) if the AS module has been operational for less than 1 month from date of signature of Master Services Agreement; iii) to any Emails not sent to a legitimate e-mail address.

3. Description

- 3.1 AS functionality and administration is accessed via the secure web control panel by an authorised User.
- 3.2 multiple levels of spam filtration are selectable by authorised Users.
- 3.3 Spam handling is selectable, by authorised Users, in one of two ways:
- 3.3.1 the spam email is held in a Spam Log for up to 28 days (extended by request) after which it is deleted
- 3.3.2 the spam email is "tagged" (indicator) in the subject line and/or header and delivered to the target server
- 3.4 From the Spam log authorised Users are able to:
- 3.4.1 search for a message based on an extensive range of options
- 3.4.2 preview selected spam message outside the customer network
- 3.4.3 release selected messages to the intended recipient(s)
- 3.4.4 copy the message to the administrator
- 3.4.5 delete selected messages from the log
- 3.5 Users may optionally be notified of filtered spam messages by way of a daily digest.
- 3.6 A Customer defined white list may be applied via the secure web control panel by an authorised User.
- 3.7 A Customer defined black list may be applied via the secure web control panel by an authorised User.
- 3.8 Reports of spam volumes may be generated at account, domain and User level from the Reports section, accessed via the secure web control panel by an authorised User.

Section 6 – Anti-Virus

1. Overview

- 1.1 On receipt of a fully completed and accepted order for the Anti-Virus (AV) Service, ISL will enable the AV Service for each of the Customer's applicable domains and for either inbound Emails only or for inbound and outbound Emails. The Customer is responsible for implementing the configuration options for AV for each domain according to the Customer's needs.
- 1.2 AV comprising of multiple identity, heuristic and Zero Hour based technology is applied to inbound and outbound Emails to provide the maximum protection against Virus threats.
- 1.3 Email and attachments are electronically routed via Customer's designated ISL filtering servers and digitally examined. The Email and attachments are scanned by multiple industry leading anti-Virus programmes.
- 1.4 If a Customer's inbound Email or attachments are found to contain a Virus, an automatic alert may, if selected by the Customer, be despatched to the sender and intended recipient by way of notification. With a Customer's outbound Email the AV Service may notify the sender only and not the intended recipient. User notifications may also be sent to an Email administrator in both cases. The infected Email is deleted immediately.

2. Service Level

- 2.1 Subject to Customer subscribing for the AV Service, ISL will protect the Customer from infection by 100% of all Known Viruses, which are physically contained inside an Email that has passed through the AV Service.
- 2.2 A "Known Virus" is defined as a Virus which has already been identified and a Virus definition has been made available by at least one of ISL Anti-Virus partners at least 30 minutes before the time the e-mail was processed by the AV service.
- 2.3 Should the Customer's systems be Infected by one or more Viruses in any calendar month, then at request of Customer, ISL will credit the Customer account with one (1) months additional free Service, as long as Customer has notified ISL in writing within five (5) days of the Virus infection and ISL is able to validate the infection.
- 2.4 "Infection" is deemed to have occurred if a Virus contained in an e-mail that has passed through the ISL service is activated within the Customer's systems.

- 2.5 In the event that ISL identifies a Known Virus but does not stop the infected E-Mail, ISL will promptly notify the Customer, providing information to enable the Customer to identify and delete the Virus infected e-mail. If such action prevents the infection of the Customer's Systems, then clause 2.3 shall not apply. Failure of the Customer to promptly act on such information will also invalidate this guarantee.
- 2.6 Further to clause 2.1 of Section 2, the Virus Guarantee will not apply if i) any of the components of the AV Service has been disabled by the Customer or by ISL at request of Customer; ii) the Virus is contained inside an un-scannable Email or part of an Email such as a password protected attachment or encrypted Email; iii) if infection occurs due to an Email containing a Virus being released from any message queue or storage area either by the Customer or by ISL at request of the Customer; iv) deliberate self infection by the Customer.

3. Description

- 3.1 AV functionality and administration is accessed via the secure web control panel by an authorised User.
- 3.2 Authorised Users are able to:
 - 3.2.1 suppress notifications
 - 3.2.2 select options for un-scannable messages
- 3.3 On detection of a Virus, the Email is deleted.
- 3.4 From the AV audit log, authorised Users are able to:
 - 3.4.1 search for an AV audit event based on an extensive range of options,
 - 3.4.2 review the AV audit log,
- 3.5 On detection of a message that cannot be scanned, the following options are available:
 - 3.5.1 quarantine Email
 - 3.5.2 quarantine Email and notify administrator
 - 3.5.3 pass Email as an attachment to recipient with a warning message.
- 3.6 The Customer agrees to indemnify ISL against all and any losses, costs and expenses ISL may incur as a result of the intentional release of a Virus-infected Email under Clause 2 above.

Section 7 – Image

1. Overview

- 1.1 On receipt of a fully completed and accepted order for the Image Scan (IS) Service, ISL will enable IS for the Customer. Initially IS will be enabled for each of the Customer's domains and for inbound and outbound Emails. The Customer is responsible for setting the configuration options for IS for each domain according to the Customer's needs.
- 1.2 IS functionality and administration is accessed via the secure web control panel by an authorised User.
- 1.3 Sensitivity of IS filtration is adjustable by authorised Users.

2. Description

- 2.1 On detection of a suspect image, the message is held in the IS quarantine area.
- 2.2 From the IS quarantine area, authorised Users are able to:
 - 2.2.1 search for a message based on an extensive range of options
 - 2.2.2 preview selected message outside the customer network
 - 2.2.3 release selected messages to the intended recipient(s)
 - 2.2.4 delete selected messages from the log
- 2.3 NO PORNOGRAPHIC IMAGE DETECTION SOFTWARE CAN GUARANTEE A 100% DETECTION RATE AND THEREFORE ISL CAN ACCEPT NO LIABILITY FOR ANY DAMAGE OR LOSS RESULTING DIRECTLY OR INDIRECTLY FROM ANY FAILURE OF THE IS SERVICE TO DETECT A PORNOGRAPHIC IMAGE OR FOR WRONGLY IDENTIFYING AN IMAGE AS SUSPECTED TO BE PORNOGRAPHIC WHICH PROVES

SUBSEQUENTLY NOT TO BE SO. Furthermore the Customer agrees to indemnify ISL for any damages (including reasonable costs) that may be awarded to any third party in respect of any claim or action arising out of delivery or non-delivery of any suspected pornographic or non-pornographic image except where such claim arises due to ISL breach of contract or negligent act or omission.

- 2.4 It may not be possible to scan attachments with content which is under the direct control of the sender (for example, password protected and/or encrypted attachments).
- 2.5 The IS Service is not able to scan for pornographic images embedded in other documents.
- 2.6 ISL emphasises that the configuration of the IS Service is entirely in the control of the Customer. The IS Service is intended to be used solely to enable the Customer to enforce an existing, effectively implemented Acceptable Computer Use Policy (or its equivalent). In certain Countries it may be necessary to obtain the consent of individual personnel. Customer must always check their local legislation prior to deploying IS and comply with its provisions. ISL can accept no liability for any civil or criminal liability that may be incurred by the Customer as a result of the operation of IS. The Customer recognises that the definition of what does and what does not constitute a pornographic image is subjective and may vary depending upon the governing legislation and ISL cannot warrant that IS will stop all images that Customer may regard as pornographic or which are deemed to be pornographic by a particular governing legislation. The Customer should take this into consideration when configuring the Service.
- 2.7 Customer is responsible for ensuring that IS is configured to take full account of local and international law regarding pornographic images of any sort.

Section 8 – Archiving

1. Overview

- 1.1 On receipt of a fully completed and accepted order for Archiving, ISL will enable Archiving for each of the Customer's applicable domains and for inbound and outbound Emails. The Customer is responsible for implementing the configuration options for Archiving for each domain according to the Customer's needs.
- 1.2 ISL will store Emails for the period of time identified by the Customer.
- 1.3 The Customer may access and search the archived Emails via the secure web control panel.
- 1.4 In the event that Customer's average Email archive across all of Customer's Users exceeds 80Mb then Customer will be required to purchase further capacity.

ISL reserves the right to not archive Emails in the event that Customer has not purchased such additional capacity.

- 1.5 Any Emails extracted from the archive should be scanned for Viruses and other malicious, inappropriate and/or unwanted content as if such Email were entering Customer's system for the first time.
- 1.6 The Customer agrees to indemnify ISL against all and any losses, costs and expenses ISL may incur as a result of the deletion of an archived Email by the Customer and/or in the event that Customer has not complied with the requirements of clause 1.5 of this Section 7.