

TERMS and CONDITIONS of SUPPLY of the ADVASCAN™ Service
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1 GENERAL

1.1 These Terms and Conditions of Supply of the ADVASCAN™ Service ('the Terms') together with any documents specifically referred to herein contain the entire terms and conditions upon which the Service will be provided to You by ADVA Technologies Limited ('ADVA'), and supersede all previous written or oral agreements relating to the subject matter.

1.2 By signing the ADVASCAN™ Customer Order Form you explicitly agree that You have read, understand and accept these Terms.

2 DEFINITIONS

2.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

Service: means the ADVASCAN™ service as defined in Schedule 1 of these Terms.

You, Customer, or End User: means the organisation whose details are given in Section "Customer Details" of the Customer Order Form and Agreement.

Working days: means weekdays Monday to Friday excluding Bank Holidays.

End User account or Service account: means the End User details activated on the Service.

Emailbox: means an individual email address within the domain of an End User account.

Documentation: the Service instructions provided by ADVA in written format, soft copy by email or via the ADVA website, as updated from time to time.

3 ORDER

3.1 Your signed Customer Order Form and Agreement is your formal order for the ADVASCAN™ service in accordance with these Terms.

4 SERVICE ACTIVATION AND SUPPLY

4.1 Upon receipt of Your completed, valid and accepted Customer Order Form, ADVA will promptly contact You to provide details concerning the set-up and activation of the Service.

4.2 ADVA will work to activate a new End User account within three days, but this cannot be guaranteed.

4.3 ADVA reserves the right to reject any submitted Customer Order Form, and in such event will advise You of the reason for rejection.

4.4 ADVA warrants that it will use reasonable skill and care to provide the Service as described in Schedule 1 of these Terms.

5 SERVICE SUPPORT

5.1 ADVA shall provide technical support for the Service directly to You in accordance with the Service Level Commitment set out in Schedule 3 of these Terms.

6 SERVICE TERM, TERMINATION AND SUSPENSION

6.1 The minimum initial period of Service is one year.

6.2 ADVA has the right to suspend or terminate the Service immediately without notice:

6.2.1 if so directed by a court or competent authority;

6.2.2 for reasons of security or protection of network infrastructure;

6.2.3 should You use the Service other than in accordance with the Acceptable Use Policy as given in Schedule 2 of these Terms;

6.2.4 should any sum properly due in accordance with the payment terms referenced in Section "Service Order Details" of the Customer Order Form and Agreement remain unpaid 14 days after becoming due;

6.2.5 should You fail to comply with the obligations of these Terms.

7 LIMITATION OF LIABILITY

7.1 You use the Service at Your own risk. ADVA shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits or revenue, goodwill, anticipated savings, loss of use of the Service or any associated equipment, or cost of substituted facilities, equipment or services which arise out of performance or failure to perform any obligation contained within this Agreement or negligence or

breach of statutory duty or any claims made by You or others in relation to the Service.

7.2 If any exclusion, disclaimer, limitation of liability or other provision of these Terms is held to be invalid for any reason by a court of competent jurisdiction and ADVA becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence) or otherwise in aggregate in respect of all claims arising in any month shall not exceed the total fees paid to ADVA by You in respect of Service provision to You for the relevant month.

7.3 Except for the express warranties given by ADVA in these Terms, ADVA gives no warranty, undertaking, indemnity or other comfort and makes no representation of any kind (whether express, implied, under statute, custom or otherwise) in relation to the Service, including without limitation:

7.3.1 as to the merchantability of the Service, quality or fitness for a particular purpose, or as to non-infringement;

7.3.2 that the Service will detect, identify or disable all or any specific harmful programs, viruses or harmful components;

7.3.3 that the Service will not give false positive results;

7.3.4 that Virus Updates will be provided for all harmful programs, viruses, or harmful components;

7.3.5 that the Services will meet End Users requirements; or

7.3.6 that the Service will be error free and/or operate without interruption.

8 TERMS OF USE

8.1 You have not relied on the skill expertise or representations of ADVA in relation to the use benefit or commercial needs of the Service and have relied entirely upon Your own skill and expertise. ADVA makes no warranty as to the value of the Service to You.

8.2 You shall supply ADVA with all the technical data and all other information reasonably requested to allow ADVA to provide the Service to You.

8.3 You shall be responsible for promptly arranging with Your Internet Service Provider for the MX records of the domain given in Section "Service Order Details" of the Customer Order Form (and any other domains for which you require Service Activation) to be adjusted in accordance with instructions from ADVA.

8.4 You hereby authorise ADVA to contact the Internet Service Provider (details given on the Customer Order Form) on Your behalf concerning changes required to the MX records of Your domain if necessary for correct operation of the Service or problem resolution.

8.5 You shall indemnify ADVA and keep ADVA indemnified against any liability to any third party arising out of or in connection with Your use of the Service.

8.6 ADVA shall have the right at any time to change the specification of the Service providing that such change shall not be materially detrimental to the performance of the Service.

8.7 You acknowledge that ADVA has no direct control over the availability of bandwidth over the entirety of the Internet and that while it will use such endeavours as ADVA, in its absolute discretion deems appropriate to facilitate the Service at all times, at no time shall ADVA be responsible for delays caused by overuse or lack of such bandwidth.

9 FORCE MAJEURE

9.1 ADVA shall be not liable to You for any failure to perform its obligations under these Terms because of a matter beyond ADVA's reasonable control, including but not limited to exceptionally severe weather, fire, war, civil disorder, industrial disputes (whether or not involving ADVA's employees) or acts or instructions of local or central government or other competent authorities or events beyond the reasonable control of ADVA's suppliers.

10 CONFIDENTIALITY

10.1 Each of the parties hereto will take reasonable steps to hold these Terms on a confidential basis and all acts of the parties taken in pursuance thereof, except for information that becomes part of the public domain through no fault or action of such party.

10.2 You undertake to keep confidential and not to reveal or disclose to any third party without prior permission from ADVA any username or password information provided to You by ADVA. If for any reason ADVA believes that there has been security breach ADVA shall have the right to take whatever action it deems

appropriate including to reset Your password and provide a new one to You.

10.3 ADVA undertakes under normal circumstances to keep confidential the content of all emails and attachments scanned by the Service, and not to access, read or copy emails or attachments other than by electronic methods for the purpose of implementing the Service. ADVA reserves the right to utilise the virus- or spam-related content of emails or attachments solely for the purposes of maintaining and improving the Service and complying with regulatory or legal requirements, and in any event will use all reasonable endeavours to keep content confidential.

11 GOVERNING LAW

11.1 These Terms shall be governed and interpreted according to the laws of England and Wales.

SCHEDULE 1 - SERVICE DESCRIPTION

Service Overview

ADVASCAN™ is an online managed service providing Email Integrity - antivirus and antispam – processed on all activated email addresses for inbound and outbound email traffic of a domain.

Multiple Antivirus Scanners plus Antispam

Every email transiting through the ADVASCAN™ service is processed by at least three (optional up to five) separate antivirus scanners. The first are commercial scanners (e.g. Sophos, Dr Web – ADVA reserves the right to substitute at any time). The final scanner is ADVA's proprietary email filter engine ASSESSOR™. At each stage, when a scanner detects a virus, the email concerned is removed from the flow and deposited in a secure 'quarantine' storage area.

ADVASCAN™ also runs antispam processing on all emails through the system. ADVASCAN™ uses public black lists, customer defined black and white lists, plus a sophisticated proprietary algorithm for detecting unsolicited bulk email.

ADVASCAN™ incorporates a wide range of tests on mail headers and body text to identify spam. Spam scoring techniques are used and the End User IT administrator can choose the thresholds against which potential spam is dropped or deposited in a spam quarantine store for later examination and deletion.

Configurable Quarantine Rules

The separate quarantine areas for suspect emails have configurable parameters such as storage quota, number of messages, and time to hold messages before automatic deletion. (Each End User account has a standard storage allocation, more can be provided on request and ADVA reserves the right to make an additional charge.) Through the user-friendly web-based management tool, the End User IT administrator has full access to the quarantine areas to inspect and delete infected or unwanted emails.

Web-Based Statistics and Management Reporting

The End User IT administrator is given secure access to a web-based 'front end' from where he can manage all configurable features of the ADVASCAN™ service, and generate reports and statistics relating to virus incidents, spam and general email usage and volume per user account. Through this interface the administrator also has the ability to add and delete individual user accounts, or switch them in or out of the ADVASCAN™ service altogether.

Notifications

Whenever the system detects and quarantines a virus-suspect email, a message can automatically be sent to both the sender and recipient of the email. Additionally, an email alert is sent to the IT administrator. For normal emails passing through the system, a brief footer is appended explaining that each email has been scanned for viruses and spam by ADVASCAN™.

Customer Services & Technical Support

Because ADVASCAN™ is a managed service, very little technical support is necessary for most End Users. Nevertheless, our Customer Services line is open 24 hours a day. Urgent support calls and emergencies may be handled directly by our Technical Centre, also staffed 24/7.

Documentation

User Guide documentation is provided to the End Users of the Service. It is a requirement that the Service is operated in accordance with this documentation and any updates thereto.

SCHEDULE 2 – ACCEPTABLE USE POLICY

You shall be responsible for ensuring that all users of the Service shall be aware of this Policy. You shall further be responsible for ensuring that these regulations are complied with at all times, and shall indemnify ADVA against liability, whether civil or criminal, for any violation by such users as You permit to use the Service.

Users must not under any circumstances whatsoever commit, or attempt to commit, nor aid nor abet any action that may threaten the Service, whether deliberately, negligently or innocently - this shall include but is not limited to:

- any attempt to crash a Service host or network;
- "denial of service" attacks, "mailbombing" attacks or "flooding" attacks against a Service host or network;
- any attempt to circumvent the user authentication or security of a Service host or network;
- any profligate use of the Service, including the sending of excessively large attachments;
- the creation, transmission, storage, or publication of any kind of virus or corrupting program or corrupted data;
- any other action that may adversely affect the Service or its operation.

Users shall not commit, attempt to commit, nor aid nor abet the transmission, storage, publication or use of any of the following:

- child pornography;
- web pages whose purpose is to provide links to child pornography;
- material subject to the Official Secrets Acts;
- articles of an obscene or offensive nature;
- articles that are unlawful in any manner;
- unsolicited bulk email (spam).

Users shall not commit, attempt to commit, nor aid nor abet the unauthorised transmission, storage, publication or use (unless it is "fair use" as defined by relevant legislation) of any of the following:

- copyright material, including but not limited to software programs, research documents and works of literature;
- trademarks, including but not limited to brand names, logos and product names, and including signs identical with or similar to a registered mark;
- intellectual property of any other kind including, but not limited to, trade secrets or patents.

ADVA shall have the right to suspend or terminate the Service, and to take such defensive action as may at ADVA's sole discretion be deemed necessary in the event of any attack upon the Service or network. Furthermore, ADVA will instigate Civil and/or Criminal Proceedings as appropriate against the perpetrators of such prohibited action.

SCHEDULE 3 – SERVICE LEVEL COMMITMENT

Service Management and Maintenance

1. The Service is proactively managed 24 hours a day, 7 days a week, 365 days per year.
2. To ensure service levels, ADVA reserves the right without notice to maintain, add, replace or upgrade its hardware and/or software at any time. ADVA will take reasonable efforts to ensure that such maintenance will be without interruption to

availability of the Service. If Service interruption is unavoidable, ADVA will carry out such maintenance on Sundays except where the nature of maintenance required is urgent. Any Service interruptions will be kept to the minimum duration possible.

End User Support

- 3. For technical support please contact ADVA on **support@ADVASCAN.com** or call 08450 539331 and ask for Technical Support.
- 4. ADVA will respond to End User enquiries based on the following targets. This table represents the initial response times within which the technical support team will endeavour to respond to You.

Priority	Description	Target Response Time
High	Total Loss of Service	1 Hour
Medium	Partial Loss of Service, An Element of the Service has Failed	2 Hours
Low	Service Impairment, Potentially Service Affecting	4 Hours

- 5. Incident resolution may require off-line research and success is conditional upon Your willingness to follow our instructions with regard to Service operation and corrective actions and to provide information requested regarding the incident.
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