



Virtual Tour Maintenance Contract

..... (hereinafter known as the 'Client') has engaged Virtual Torbay, a division of Virtual Tours (UK) Limited (hereinafter known as the 'Supplier') to make computer software and images defined in Schedule A (hereinafter known as the 'Virtual Tours') available for Internet web browsing for a period of one calendar year commencing on (hereinafter known as the Start Date') and each calendar year thereafter until either party terminates this contract. This contract may be terminated by either party on any anniversary of the Start Date provided that one calendar month's notice is given.

The terms and conditions set forth in this document constitute the sole agreement between the Supplier and the Client regarding the maintenance of the Virtual Tours. Any additional work not specified in this contract may be authorized in writing at the request of either party. Should the client desire additional standard services beyond the original number of tours specified in Schedule A, the Client agrees to pay the Supplier for such services. The costs of additional services are defined in our standard Price List. Deviation from the Price List must be agreed by both parties in writing.

SUPPLIER OBLIGATIONS

The Supplier agrees to:

- a) host and maintain the Virtual Tours
- b) upgrade the software component that displays the Virtual Tours as required
- c) promote the Client's current web site
- d) provide links from the Supplier's websites to the Client's website
- e) provide links from the Virtual Tours console to the Client's website
- f) publish public linking instructions to the Tours for other web sites
- g) assist the Client's web provider in linking Tours seamlessly

for the duration of this Contract provided that payment is received .

All services described herein are to be performed by the Supplier or its contractors in accordance with the most commonly accepted standards and practices of the Web Services Industry. The Supplier will use web site design technologies that are most universally acceptable in order to satisfy the broadest web market possible.

CLIENT OBLIGATIONS

The Client agrees to pay to the Supplier initial sum of £.....
(.....). This payment shall be for a period of one year. All remaining charges agreed upon and which may accrue shall become due and payable to the Supplier prior to the expiry of this payment. Delinquent bills will be assessed a £10 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional penalty equal to but not more than 4% above Bank Base Rate of the outstanding balance will be added for each month of delinquency. The Supplier reserves the right to remove the Virtual Tours from viewing on the Internet until final payment is made. Should collection activities become necessary, the Client agrees to pay all fees relating to the said collection activities.

SUBCONTRACTING

The Supplier reserves the right to assign other subcontractors to maintain the Virtual Tours.

WARRANTIES AND LIABILITY

The Supplier does not warrant that the functions of the Tours will meet the Client's expectations of site traffic or resulting business. In no event will The Supplier or its subcontractors be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the Tours, even if the Supplier has been advised of the possibility of such damages.

TRADEMARKS & COPYRIGHTS

The Client represents to the Supplier and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Supplier for inclusion in Web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Supplier from any claim or suit arising from the use of such elements furnished by the Client. Copyright to Virtual Tours produced by the Supplier is owned by the Supplier.

FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by circumstances beyond

that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

The Supplier's failure to perform any term or condition of this Agreement as a result of other conditions beyond its control such as, but not limited to, server failures, software errors, disputes with copyright owners, licensor labour disputes, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

LITIGATION

Any disputes arising from this contract will be litigated or arbitrated in the County of Devon, UK. This Agreement shall be governed and construed in accordance with the laws of the United Kingdom. The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Start Date:

Client Signature _____ Date _____

Name & TITLE - (Please print) _____

Supplier Signature _____ Date _____

D E Tyrrell-Collins (Director) C R Foreman (Director)

SCHEDULE A

The Supplier will maintain and provide a suitable viewing platform for the following virtual tours.

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10).....
- 11).....
- 12).....
- 13).....
- 14).....
- 15).....
- 16).....
- 17).....
- 18).....
- 19).....
- 20).....