

This agreement is effective from the date of the last signature, or by default when the Customer receives any service ordered from the Company, and is made between:

- (1) UKS Limited ("UKS")
- (2) The Customer

Whereas The Customer has selected UKS to provide the "Service" which may include to:

- host equipment at the Facility
- and/or; to utilise the technical services of UKS for the purposes of procuring, deploying or maintaining the Equipment
- and/or; connect to the UKS network or Sub-contractor's network provided through this agreement
- and/or; connect locations via Private Circuit

Other Definitions

"UKS" a limited company of England and Wales named UKS Limited with the Company Number 3036806

"UKSolutions" a trading name of UKS

"The Customer" named in the Service Agreement Signature Page for this Agreement or Sales Order Form for the Service

"Facility" any UKS building at Birmingham Road, Studley, Warwickshire B80 7BG

"Site" any other location where equipment is located or service delivered under this Agreement

"Equipment" any component of an information system or network hosted or delivered under this Agreement

"Sub-contractor" any other entity or associated parties directly or indirectly engaged by UKS in connection with delivering or maintaining the Service

"Private Circuit" any Facility to Site or Site to Site connectivity service delivered under this Agreement

The following are the responsibilities and requirements of The Customer and UKS in locating the Equipment for hosting (co-location) and/or provision of network services and/or support services with UKS.

The Customer agrees:

1. Equipment

- 1.1 Where hosted at the Facility: throughout the Term to ensure that the Equipment is electronically and mechanically safe to be connected to 230V power for an unspecified duration with or without interruption, and at all times the Equipment complies with applicable Health and Safety standards.
- 1.2 Where hosted at the Facility: to provide UKS with an up-to date, complete and accurate inventory and a value (in Sterling) of the Equipment, excluding software or the value of business related to the Equipment's availability.
- 1.3 Where hosted at the Facility: the Equipment supplied for hosting is suitable for this purpose.
- 1.4 The Equipment and associated customer materials shall at all times be at the Customer's risk and the Customer shall be responsible for insuring the Equipment and associated materials against all risk (including without limitation, fire, theft and flood) and for obtaining any other insurance cover that may be appropriate. UKS does not provide any insurances other than those detailed under its statutory obligations.
- 1.5 Where hosted at the Facility: to ensure that all Equipment is clearly identified as belonging to the customer, and to label all individual components of the Equipment so they may be immediately identified from front or rear by UKS staff for the purposes of support and maintenance tasks.
- 1.6 Where hosted at the Facility: that UKS shall have the right, subject to giving not less than thirty (30) days prior written notice to the Customer, from time to time to require all or some of the Equipment to be moved and to be installed in some other part of the Facility. All reasonable costs and expenses arising in connection with such relocation activity of the Equipment shall be borne by UKS. UKS agrees that in specifying the time-scale for any relocation it shall, where reasonably practical, consult the Customer and use reasonable endeavours to specify a time-scale which causes minimum disruption to the operation of the Equipment.

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- 1.7 The Customer shall be responsible at all times for the safety, safe custody and safe use of the Equipment whilst it is in the Customer's custody and in particular, but without limitation, the Customer shall be liable to UKS for any loss or damage to the Equipment except in so far as it can be shown that any such loss or damage is attributable to the negligent act or omission of UKS.
- 1.8 In the event UKS or Sub-contractors require space for termination equipment in order to provision the Services, the Customer shall provide such space at the Site as is reasonably required for this purpose to UKS without charge for the duration of this Agreement.
- 1.9 To enable UKS to exercise its rights and carry out its obligations under this Agreement the Customer shall ensure that any person(s) authorised by UKS (including Sub-contractors) will have reasonable access to the Site and Equipment and will also ensure that UKS has access to such facilities and is given such co-operation at the sites as UKS shall reasonably request. UKS (including any Sub-contractors) will normally carry out the work during UKS's Normal Working Hours but may, on reasonable notice, require the Customer to provide access at other times.
- 1.10 That the Customer is responsible for all necessary business continuity and disaster recovery arrangements as may be required by the Customer's business or Customer's Customers. The Customer also understands that, unless the Service is detailed in writing otherwise, the UKS Service does not include additional hosting space or Equipment or any other contingency arrangements to support the Customer in the event of a "disaster" of any kind.
- 1.11 Subject to sub-clause 5.8 and 5.10, it is agreed that the title to the Equipment will not change.

2. Software

- 2.1 That all software stored on the Equipment is appropriately licensed for the Customer's use.
- 2.2 That no software which is designed to adversely affect, interfere or be malicious in any way on any part of the local (UKS) or wide (internet) area network will be stored or used on the Equipment.
- 2.3 That the Equipment's operation will be self contained and not interact with the local (UKS) network in any way, with the exception of normal internet operation via the recognised internet protocol (IP).

3. Data, Codes, Numbers and Addresses

- 3.1 All data (sequences of binary numbers) stored on permanent (hard disk, CD-ROM etc) or temporary (RAM) on the Equipment is legal as defined by English Law and does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene or libellous.
- 3.2 That UKS shall have the right, without cost or penalty to itself, to require the alteration of the Customer's network or IP address allocation(s) or other names, code or numbers allocated in connection with the service other than "domain names" owned by The Customer held in international domain name registries. The Customer also agrees that they do not own or claim any right to any such IP address allocation(s) or other names code or numbers, and that they cannot be transferred or "ported" to another provider.

4. Transmission and Use

- 4.1 That data transmitted, or being received by the Equipment does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene or libellous.
- 4.2 All data transmitted, or being received by the Equipment is legal as defined by English Law.
- 4.3 That the Equipment will not be used to transmit data which is designed to adversely affect, interfere or be malicious in any way on any other hardware or software connected to the Internet
- 4.4 That the Equipment will not, at any time, perform operations which are designed to intercept data not directly addressed to the Equipment.

- 4.5 That the Equipment will not be used to perform attempted or successful security breaches or disruption of Internet communication (security breaches include, but are not limited to, accessing data of which The Customer is not an intended recipient, or that The Customer is not expressly authorised to access).
- 4.6 To apply security updates and patches to the Equipment as necessary to adhere to this Agreement and general accepted standards of information security.
- 4.7 To monitor the data throughput of the Equipment on a regular basis via the Control Panel service provided by UKS, and at The Customer's discretion generate statistics from the Equipment to validate those of the Control Panel.
- 4.8 That all security audits or penetration testing performed against the Equipment shall be lawful and accepted under the Computer Misuse Act and other relevant legislation at the time of such audit/test.

5. Payment

- 5.1 To pay all invoices by the due date of each valid invoice without limitation.
- 5.2 To pay for any additional (over the current value set by the tariff) data transfer costs which the Equipment may incur with or without written authorisation by the terms of this Agreement.
- 5.3 To pay for any additional chargeable support time, call out Charges, or similar as described in Appendix 3 which are requested by the Customer.
- 5.4 To pay for any reasonable support time as described in Appendix 3 in resolving abuse reports and complaints received from the Government, an emergency service organisation or other competent administrative authority in relation to the Equipment. UKS will provide sufficient justification for such charges in writing, and offer the Customer the opportunity to appeal though will not be bound by such an appeal.
- 5.5 To pay a charge of £45 +VAT to cover the costs incurred by UKS should a cheque for payment be returned or required to be re-presented. In the case of credit or debit card payments the same charge will apply for incorrect rejection of a charge, however an additional 7% of the value will be charged to cover card processing and charge-back costs.
- 5.6 To lodge any disagreement with the items presented in any invoice within one calendar month of the invoice date with documentary proof as to why an invoice or item is inaccurate or incorrect. After such a time an invoice is regarded as correct.
- 5.7 That (at the sole discretion of UKS) all service provided to The Customer may be suspended and/or the addition or removal of Equipment from the Facility denied for failure to pay any invoice by the terms contained in this Agreement until the Customer's account has been completely settled.
- 5.8 That following written notification from UKS, that UKS may (where the Equipment is hosted at UKS) seek to recover any costs which remain outstanding after all reasonable requests (issuing of an invoice, and a statement) have been made for payment, and after a minimum of 60 days from the date of the first outstanding invoice, by liquidating The Customer's assets (the Equipment). The Customer should expect to receive recompense of the liquidated (sale) value of the Equipment, minus the value of the outstanding account and an administrative fee of 15% of the outstanding account (minimum £75 + VAT).
- 5.9 That UKS retains the right to attempt to obtain payment via Court Order.
- 5.10 Where an invoice relates to the purchase of hardware for The Customer then the responsibility for such hardware shall pass from UKS to The Customer on delivery (to either The Customer's premises, agents or hosting space provided as a part of this Agreement), and title of such hardware shall pass to The Customer on full and final settlement of that invoice.

6.0 Termination or Suspension of Service(s)

- 6.1 The duration of this Agreement shall be unlimited, except as terminated by the provisions of this Agreement.
- 6.2 That either party may request to terminate any service subject to 90 days written notice after the initial (minimum) term as defined in the Service Order Form, or 12 months if no Service Order Form exists. Such a request will be acknowledged by UKS with confirmation of termination date and a closing invoice. Such an invoice will be for the service level and rate of the current invoice in effect. For the exception of when a service is prepaid for a duration longer than the notice period the termination date shall then be the end of the prepaid period.
- 6.3 That either party may enforce termination in the event that the other party is declared bankrupt, or ceases trading, and UKS is notified. UKS will create an invoice for any remaining term and notice period as described in Sub-clause 6.2.
- 6.4 Subject to Sub-clause 6.1 and Clause 10, UKS may, at its discretion, regard a change in the service as termination of the existing service and provisioning of the new service.
- 6.5 That the account must be clear of outstanding invoices before the Equipment may be removed from UKS's premises (where hosted at UKS). Once all invoices are paid, and subject to Sub-clause 6.2, the Equipment may be removed prior to the last day of service.
- 6.6 To pay for all costs related to the packing, transportation & administration of delivering or retrieving the Equipment.
- 6.7 To pay for any reasonable costs incurred from storage of a Equipment which is out of contract, but has not been collected after a period of fifteen (15) days of the services ceasing in accordance with this Agreement.
- 6.8 That UKS may suspend or terminate service (including removal of power), without notice, if the Equipment or The Customer breaches any part of the Agreement. UKS will make reasonable attempts to contact the customer where such a situation arises.
- 6.9 In the event the suspension is implemented as a consequence of the breach, fault, act or omission of The Customer, The Customer shall pay UKS all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the service and UKS may recover any other losses suffered as a result of such a breach, fault, act or omission, subject to a maximum of three (3) months charges.
- 6.10 That UKS may also suspend service (including but not limited to disconnection of bandwidth, power):
- (a) to investigate and rectify any reported problems, or to carry out any necessary maintenance work, in accordance with the Service Level Agreement
 - (b) If it is obliged to comply with an order, instruction or request of the Government, an emergency service organisation or other competent administrative authority
- 6.11 That with the exception of Clause 6.5, removal of the whole or parts of the Equipment from the UKS facility will not constitute suspension or termination of service.
- 6.12 That suspension of service for any reason will not alter the period of service for the current invoice and all charges and sections of this Agreement will remain in effect, and suspension will not constitute a breach by UKS of this Agreement.
- 6.13 The Customer shall have access to The Equipment pursuant with Sub-clause 11.7. In the event that UKS is declared bankrupt, or ceases trading, as described in Sub-clause 6.3, The Customer shall retain the right to retrieve their Equipment as defined in Sub-clauses 1.2, 6.6, 10.10 and 11.7 upon presentation of sufficient proof of ownership as may be required to the appropriate administrative organisation managing the affairs of UKS at that time.

7. Legal Indemnification & Liability

- 7.1 To indemnify and hold harmless UKS against any lawsuits, claims, damages or liabilities (or actions or proceedings in respect thereof) to which UKS may become subject related to or arising out of The Customer's use of UKS's services, and will reimburse UKS for all legal and other expenses, including solicitor's fees, incurred in connection with investigating, defending, or settling any such loss, claim, damage, liability, action or proceeding whether or not in connection with pending or threatened litigation in which UKS is a party, provided where reasonably practical UKS shall take no action without prior consultation and instruction from The Customer (which consent shall not be unreasonably withheld or unduly delayed).

- 7.2** That the Service is provided in accordance with the terms of this Agreement. No warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose are made with respect to UKS relating to the service that the Customer provides to itself or its customers.
- 7.3** That the provision set out in clause 7.1 of this Agreement relating to indemnification shall survive termination of this Agreement for a maximum of ten (10) years from the date that services terminate.
- 7.4** That it is responsible for the consequences of any use of the Equipment and the results of the services provided by UKS. Whether or not UKS has been advised of their possibility, UKS will not be liable, whether under contract, tort (including negligence) or otherwise, for: 1) any indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused due to disruption of service by UKS or its providers; or 2) any loss of production, business interruption, loss or corruption of data, loss of profits or contracts, loss of operational time, loss of goodwill or anticipated savings, losses incurred by any customer of the Customer or other third party, or wasted management or staff time; arising directly or indirectly out of this Agreement or performance, non performance or delayed performance by UKS of any of its obligations under or in connection with this Agreement.
- 7.5** Subject to sub-clause 7.7 UKS's entire liability for all claims under or in connection with this Agreement and documents entered into pursuant to this Agreement regardless of the form of action and whether in contract, tort (including negligence), warranty or any other legal or equitable grounds, shall in no event exceed £1,000,000 except where liability may not by law be excluded or limited.
- 7.6** That UKS accepts liability to the extent that it results from the negligence of UKS or its employees for physical damage to or loss of the Customer's tangible property up to the amount of 100% of the Customer's annual charges under this Agreement during the immediately preceding twelve (12) months.
- 7.7** Neither Party excludes or limits its liability to the other for death or personal injury resulting from the proven negligence of either Party, its employees or agents.

8. Force Majeure

- 8.1** Notwithstanding anything herein to the contrary, neither Party shall be liable for any delay or failure in performance of any of its obligations under this Agreement (other than payment obligations set out in Clause 5) to the extent that such delay or failure is attributable to a Force Majeure Event, and the Service Term of any Service rendered unavailable by the Force Majeure Event shall be extended by the time that the service is rendered unavailable.

9. Assignment

- 9.1** Subject to Clause 9.2, neither Party may assign nor novate any of its rights under this Agreement without the prior written consent of the other party and such consent shall not be unreasonably withheld or unduly delayed.
- 9.2** UKS may assign any or all of its rights and obligations hereunder on written notice to the Customer to any Affiliate or any other person or entity that is purchasing all or substantially all of the assets or business of UKS.

10. Variation

- 10.1** From time to time UKS may amend this Agreement and product specification and will as soon as practically possible and not less than one (1) month before such Variation takes effect, notify The Customer in writing (email, post or fax).
- 10.2** UKS may amend this Agreement with immediate effect as required by its insurers, or in order to comply with any law, statutory instrument or a ruling or a decision of any regulatory body.
- 10.3** Individual Variations to this agreement can only be agreed by a Director of UKS, and can only be brought into effect once signed and in writing. No other employee or agent of UKS shall have authority to agree any variation or addition to this Agreement.

11. Provision of the Service

- 11.1** UKS agrees to provide to The Customer any and all services, detailed in this Agreement, subject to any supplementary terms, time limits or restrictions as agreed in writing from time to time, for the charges detailed in the Sales Order Form (or current valid UKS Price Guide if no Service Order Form exists), which will be valid for the minimum term as defined on the Service Order Form, or 3 months if no Service Order Form exists. Any increase in charges thereafter shall be subject to Clause 10, and will not increase by more than the published RPI in March of each subsequent year of the Agreement, with the exception of: (a) power, which shall not increase by more than the specific "Electricity" value of the Retail Price Index - Fuels Component published quarterly (March, June, September and December); (b) and regulatory compliance requirements, which where practical shall be advised to the Customer three (3) months in advance of implementation.
- 11.2** Where hosted with UKS, UKS agrees to connect the Equipment to 230V mains power within acceptable tolerances as defined in the most recent version of IEC 60038.
- 11.3** UKS agrees to provide services in such a way so as to ensure adherence with the Service Level Agreement set out in Appendix 1 of this Agreement.
- 11.4** UKS agrees to calculate any additional bandwidth charges over the purchased rate by the mechanism defined in Appendix 2 of this Agreement.
- 11.5** UKS agrees to provide the Service Description and a schedule of fees in the Service Order Form.
- 11.6** UKS agrees to provide reasonable support services as detailed on any written instruction from The Customer.
- 11.7** Where hosted at the Facility, UKS agrees to give The Customer access to the Equipment owned by The Customer by appointment with reasonable notice, and only where The Customer adheres to any Site Access Policy which may be in effect. Except where a dedicated rack is provided, The Customer may not access the Equipment data floor, instead the Equipment will be moved out to an office location for maintenance. Charges and time of access will depend on service level.
- 11.8** UKS agrees not to use the Equipment or any other equipment belonging to The Customer, for any purpose save as directed by The Customer, and provided for in this agreement, or as directed the Customer to UKS in writing.
- 11.9** UKS agrees not to release details about The Customer to any third party (excluding the Government, an emergency service organisation or other competent administrative authority with appropriate authority to request such information) unless ordered to do so via an English Court.

12. General

It is Agreed:

- 12.1** This Agreement shall be governed by and interpreted in accordance with English law, and the Parties irrevocably submit to the non-exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this Agreement.
- 12.2** This Agreement represent the entire agreement between the Parties in relation to the subject matter of this Agreement (and those agreements, contracts and documents) and all previous agreements or representations, whether written or oral, between the Parties in relation to that subject matter shall be ineffective upon execution and delivery of this Amended Agreement save in the event of fraudulent misrepresentation by a Party.

APPENDIX 1 – 99.9% TARGET AVAILABILITY SERVICE LEVEL AGREEMENT

INTRODUCTION

The hosting service provided by UKS is of a high standard. Due to the nature of the Internet situations and unforeseen circumstances can lead to the Service performance being reduced, or unavailable, for a short period of time. The following is the Service Level Agreement, which sets out the commitment by UKS to maintaining a stable and reliable service.

PLANNED OUTAGES

From time to time it may be necessary to carry out planned maintenance work to support and ensure the quality of the service. This Service Level Agreement specifically excludes outages due to planned maintenance, and such outages are not valid "Downtime". When planning and conducting maintenance, we will do the following:

- Announce all maintenance windows at least 48 hours prior to commencement and communicate this via email to those people designated by the Customer to receive such communications
- Plan all maintenance windows to be outside normal accepted working hours, defined as the normal office hours for UKS

EMERGENCY OUTAGES

From time to time it may be necessary to carry out emergency maintenance to rectify or prevent serious service degradation. This Service Level Agreement specifically excludes outages due to emergency maintenance, and such outages are not valid "Downtime". When planning and conducting such maintenance, we will endeavour to do the following:

- Provide as much notice as possible prior to commencement and communicate this via email to those people designated by The Customer to receive such communications
- To plan maintenance windows to be outside normal working hours, defined as the normal office hours for UKS

DEFINITION OF "DOWNTIME"

Valid "Downtime" is defined as a period when your presentation to our network (or aggregate of all presentations provided to the customer) receives no external data, as indicated by the statistics contained within the Control Panel, due to a failure of the service provided by UKS.

Examples of valid "Downtime" include:

- Failure of external (internet) links apparent by total loss of connectivity to or from the internet to the Customer's mutual network boundary with UKS
- Failure of upstream connections apparent by total loss of connectivity to or from the internet to the Customer's mutual network boundary with UKS
- Power failure of all supplies available to the Equipment within the UKS facility

Valid "Downtime" specifically excludes:

- Periods when service access is unavailable due to failure of the Equipment
- Where a power failure has been caused by abnormal behaviour of the Equipment
- Where a customer has not taken advantage of the availability of multiple power supplies, where available
- During periods of Planned or Emergency Outages as described in this Agreement.

Valid "Downtime" period:

- Commences when the customer reports the downtime to the UKS Support via the published 24/7 contact procedure
- UKS will acknowledge receipt of your report by the issuing of a support ticket number via email to ensure the report is time-stamped, this activity does not serve as an acceptance of valid downtime by UKS
- The period of downtime is from the time-stamp of the support ticket raised at commencement until the fault is fixed and service resumes, when UKS accepts that conditions for valid downtime have been met
- Downtime must be reported by the customer at the time of the downtime to allow UKS to reasonably fulfil its obligations under this Service Level Agreement

“DOWNTIME” AND PRIVATE CIRCUITS OR CONNECTIVITY SERVICES

It is understood by The Customer that UKS may utilise Sub-contractors to deliver some or all of inter-site connectivity services which may be provided for under this Agreement. Certain limitations exist as to the extent UKS can warrant such services however this Service Level Agreement shall be extended to cover the inter-site connectivity elements of the service. The following additions shall be made to the list of exclusions to “valid” downtime:

- Periods when service access is unavailable due to environmental failure (including power, cooling and flooding) of The Customer's site
- Periods when service access is unavailable due to the ability of UKS or associated parties (such as third party local tail suppliers) to access the Customer's sites to repair and diagnose downtime
- Periods when service access is unavailable caused by the event of Force Majeure

CLAIMING FOR DOWNTIME

Should the Customer's level of availability fall below 99.9% in any calendar month, the Customer can claim for each complete hour of valid Downtime after 0.1% of the month on a pro-rata basis of the combined Rackspace and Bandwidth monthly Charge for the affected service. Valid and accepted claims will be credited to the Customer's account within 90 days from the date of the claim.

The following details a worked example, based upon a 24 hours of valid Downtime:

| | |
|-----------------------------|---|
| Monthly Charge: | £710 (42U Rack, 12 amps power, bandwidth) |
| Length of month: | 31 days |
| Total Hours in month: | 744 |
| Cost per Hour: | $710/744 = £0.95$ |
| Quantity of Downtime: | 24 |
| Less initial 0.1% of month: | 23.25 hours |
| Credit to Customer: | $23.25 \times £0.95 = £22.56$ |

Claims can only be made:

- in writing within one calendar month of the end of the month to which the claim relates
- when the value of the claim is more than £10 (excluding VAT)
- when the definition of downtime has been met

A claim may be made upon the Service Level Agreement providing that the definition of Downtime has been met.

MAXIMUM VALUE OF CLAIMS

Where the claim is in respect to hosting service at the Facility, the maximum cannot exceed the monthly Charge for the Customer's Rackspace and Bandwidth element of the affected service in the month of the claim.

Where the claim is in respect to inter-site connectivity services, the maximum cannot exceed the monthly Charge for the private circuit affected in the month of the claim.

APPENDIX 2 – USAGE BASED NETWORK BANDWIDTH BILLING

INTRODUCTION

Traffic is sampled from the switch or router port that the Equipment connects into the UKS network at a normal frequency of 5 minutes. The number of octets passed by the port during the period between readings provides the reading of volume or rate for the models of billing. This data is provided to The Customer in graphical and numerical basis via a website.

BURSTABLE DATA TRANSFER

The volume of data transferred is recorded on a cumulative basis for each calendar month. When the cumulative value for the current month exceeds the Burstable Data Transfer Tariff the Equipment is allocated, it will be upgraded to the next tariff and charged.

This upgrade will apply for the remainder of the period of the invoice which includes the current month. In special cases, and at the discretion of UKS, an upgrade may be charged for the current month only.

95TH PERCENTILE AVERAGE RATE

The average rate of data transfer for each sample is recorded, and at the end of the calendar month a 95th percentile calculation is performed. The samples are ordered from lowest rate to high, and the top 5% are discarded. The next value, rounded up to the nearest integer represents the 95th percentile rate. The committed data rate (CDR) for the Equipment is deducted from this value and any excess is charged.

This data is provided to The Customer as a rolling 30 day average so they can better anticipate the final bill, though this number may not always be representative until the end of the month.

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APPENDIX 3 – SUPPORT CHARGES SCHEDULE

UNIT COSTS

| Description | Cost |
|--|------|
| "Smart hands" engineering/support charge per hour | £150 |
| "Emergency call-out" (site access or remote hands outside published UKS opening hours) plus one hour minimum | £100 |
| "Emergency call-out" (site access or remote hands outside published UKS opening hours) per hour | £150 |

Subject to VAT and variation in accordance with the terms of this Agreement.