



Redcentric Data Centres Limited Master Services Agreement

February 2025 version

Confidential

redcentric

AGILE • AVAILABLE • ASSURED

This Master Services Agreement is dated on the date of the later of the two signatures below and made between:

- Redcentric Data Centres Limited (Company Number 15921285) having its registered office at Central House, Beckwith Knowle, Otley Road, Harrogate, HG3 1UG (“Redcentric”); and
- **[INSERT CUSTOMER NAME]** (Company Number **[INSERT COMPANY NUMBER OR DELETE IF THERE IS NONE]**) having its registered office at **[INSERT CUSTOMER’S REGISTERED UK ADDRESS]** and whose email address for receipt of email notices is **[INSERT CUSTOMER’S EMAIL ADDRESS FOR SERVICE OF NOTICES]** (“Customer”),

each a “party” and together the “parties”.

Following the execution of this MSA the parties intend to execute one or more Statements of Work which shall record the specific Services which Redcentric is to provide to the Customer from time to time.

Execution

We each confirm that we are duly authorised to enter this Master Services Agreement for and on behalf of our respective entities and agree on behalf of those entities to the terms set out below in this Master Services Agreement.

For Redcentric

For Customer

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

1 DEFINITIONS AND INTERPRETATION

1.1 In this MSA the following words have the following meanings.

“Acceptance Criteria” means those aspects of a Service that are described under the heading “Acceptance Criteria” in the relevant Service Definitions.

“Additional Terms” means those terms set out in the Schedule.

“Availability” has the meaning set out in clause 6.6.

“Beneficiary” means any entity other than the Customer which is listed or described in the relevant Statement of Work as a Beneficiary in respect of that Statement of Work.

“Business Day” means 9 a.m. to 5 p.m. on any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

“Change in Law” means any change in any law, enactment, order, regulation, directive, code of practice or other similar instrument occurring after the date of a Statement of Work affecting Redcentric and suppliers of services which are the same or similar to the Services and which results in an increase in the cost to Redcentric of providing any or all of the Services in the relevant Statement of Work.

“Charges” means the charges payable by the Customer to Redcentric in respect of each Service, as set out or referred to in the Statement of Work and as varied in accordance with the terms of this MSA.

“Commencement Date” means the date on which the last party to sign this MSA dated its signature.

“Confidential Information” means all information relating to a party's business and products or services (including operations, plans, market opportunities, customers, know-how (including designs, processes of production and technology), trade secrets and software) disclosed to the other party (whether in writing, orally or by any other medium) in connection with this MSA. In the case of Redcentric, its Confidential Information also includes the terms of the MSA, information about the service levels and other performance standards it achieves in relation to the Services.

“CPI” means the Consumer Prices Index published by the UK's Office for National Statistics from time to time (or if that index ceases to be published or another body takes over publication, the nearest equivalent that Redcentric notifies to the Customer from time to time).

“Customer Dependency” means any obligation upon the Customer or any Beneficiary under this MSA from time to time, upon which Redcentric is to any extent reliant to allow Redcentric or its subcontractors to roll out, provide or decommission any Service.

“Customer Equipment” means any hardware (including Customer Racks provided by the Customer) or other equipment which Redcentric permits the Customer to bring onto, install or operate at any premises owned by, or access to which is provided by, Redcentric as part of a Service.

“Customer Racks” means the racks or cabinets, for the time being provided by Redcentric or the Customer for installation in any data centre of Redcentric as part of a Service of the Hosting Service Type, in which the Customer Equipment is housed.

“Data Processing Statement” means the section of the applicable Statement of Work containing specified information in relation to any Personal Data to be processed in connection with the applicable Services and details of the scope, nature and purpose of processing by Redcentric, the duration of the processing and the types of Personal Data.

“Data Protection Legislation” means in each case to the extent applicable to the parties and as amended, superseded, replaced or updated from time to time: (i) GDPR; (ii) the UK GDPR; (iii) the DPA; (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (v) any other applicable data protection and privacy laws.

“DPA” means the Data Protection Act 2018.

“Equipment” means any equipment used in the provision of a Service which is owned by Redcentric or a third-party provider to Redcentric.

“Force Majeure” means any event which is beyond the control of a party, or which it would not be reasonable to expect a party to control, and that prevents or delays that party from, or in, fulfilling its obligations. Force Majeure includes any act of God, act of terrorism, war, national emergency, insurrection, riot, pandemic, failure or brown out of the internet, failure or brown out of any third party communications network (other than where the communications network is being provided as part of the Services), power outages at sites which are not operated by Redcentric, labour dispute affecting a third party (for which a substitute is not readily available), severe weather conditions,

governmental interference and any event which is covered by a BT “Matters Beyond our Reasonable Control” notice.

“Floor Service Level” means for certain Service Types, the level of performance of a Service below which Service Credits are not the only remedy; any such level is set out in the relevant Service Definition.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“General Terms” means the main body of this MSA, excluding the Schedule.

“Group Company” means in respect of Redcentric or the Customer (as appropriate), all subsidiary companies of that party together with any parent or holding company and all other subsidiary companies of that parent or holding company (as those terms are defined by the Companies Act 2006).

“Intellectual Property Rights” means any intellectual property right (or right in relation to confidential information) which arises at any time in any country, including all the following rights:

- patents;
- utility models;
- chip topography rights;
- copyright;
- moral rights;
- trademarks;
- registered designs;
- unregistered designs; and
- rights to prevent unfair competition,

in each case, whether the right is registered, applied for or unregistered. The term includes all extensions and renewals of any such right from time to time.

“Insolvent” means a situation in which a party:

- is unable to pay its debts within the meaning of the Insolvency Act 1986;
- is subject to an order for its winding up or striking off;
- makes, or makes a proposal for, a company voluntary arrangement (or other composition with its creditors) or convenes a meeting of its creditors to consider such a proposal;
- otherwise becomes subject to a voluntary arrangement or other composition with its creditors;
- enters administration or is subject to an application to appoint an administrator which has been filed at court or suffers a notice of intention to appoint an administrator being filed at court;
- has a receiver, manager, provisional liquidator or administrative receiver appointed over any of its assets, undertaking or income;
- proposes or passes a resolution for its winding up (other than in the course of a solvent liquidation designed to implement a reconstruction or amalgamation previously approved by the other party in writing);
- proposes or makes an application to court for a scheme of arrangement under Part 26 of the Companies Act 2006 (other than during a solvent liquidation designed to implement a reconstruction or amalgamation previously approved by the other party in writing);
- ceases to trade, threatens to do so or appears, in the reasonable opinion of the other party, likely to cease to trade within the then following 180 days;
- has any distress, execution or other process levied on any of its property, unless it is fully discharged within 5 Business Days; and/or
- is subject to any analogous event to any of the above in any other jurisdiction.

“Master Services Agreement” or “MSA” means the documents forming this contract which are:

- any Statement of Work that is executed by the parties and states that it incorporates the terms of this MSA;
- these General Terms;
- those of the Additional Terms that relate to the specific Services;
- the Service Definitions for the Services which are being bought;
- the Technical Contract Documents (if there are any); and
- any other documents set out or expressly referred to in any of those documents.

“Minimum Term” has the meaning set out in clause 3.2.

“Monitoring Requirements” means any and all laws, enactments, orders, regulations, directives, codes of practice or other similar instruments (whether voluntary or compulsory) which are relevant to the Services provided by Redcentric and/or its subcontractors under this MSA from time to time and which relate to the recording, interception, storage and/or disclosure of data for the purposes of safeguarding national security and/or preventing or detecting of crime and/or prosecution of offenders, including the Regulation of Investigatory Powers Act 2000, the Terrorism Act 2000, the Data Retention (EC Directive) Regulations 2009, the Retention of Communications Data (Code of Practice) Order 2003, the Investigatory Powers Act 2016 and any requirements with similar effects that exist from time to time.

“Month” means a complete month, e.g. January or February; if a Service begins or ends part way through a month, the relevant part of the relevant month will be treated as a “Month” and any periodic Charges reduced pro rata on a time basis. “Monthly” shall be construed accordingly.

“Personal Data” has the meaning given in the Data Protection Legislation but shall, where the context requires it in this MSA, be confined to Personal Data Processed in or otherwise relevant to the Customer’s (and any Beneficiary’s) business.

“Process” has the meaning given in the Data Protection Legislation (and “Processed”, “Processing” and similar terms shall be construed accordingly).

“Professional Services Rates” means Redcentric’s then standard rates for time and materials work; the up-to-date rates are available on request from Redcentric from time to time.

“Renewal Term” means the period described as such in clause 3.3 in relation to the relevant Statement of Work.

“Service” means each service to be provided by Redcentric to the Customer as specified in the relevant Statement of Work and as described in this MSA; where the same service is ordered for several sites (and/or Beneficiaries) in the same Statement of Work, that service at all those sites will be deemed one Service.

“Service Credit” means the amounts (if any) set out in the applicable Service Definitions which are to be paid by Redcentric to the Customer in accordance with clause 6 if Redcentric fails to provide the relevant Service in accordance with the applicable Service Level.

“Service Definition” means the document that describes the relevant Service from time to time posted at <http://www.redcentricplc.com/servicedefinitions>. All amendments to Service Definitions shall comply with the terms of this MSA. Any reference in a Service Definition to “SoW” or “Order” shall be deemed a reference to the relevant Statement of Work.

“Service Level” means the standard to which a Service is to be delivered, as described in the applicable Service Definitions.

“Service Type” means one of the groups of Services that Redcentric provides.

“Staff” means any persons employed by the relevant party, or any servant, contractor, consultant, agent or supplier, engaged by that party to perform any obligations related to this MSA that include the processing of Personal Data. When the term is used in relation to the Customer’s Staff, it includes any persons employed by the relevant Beneficiary, or any servant, contractor, consultant, agent or supplier, engaged by that Beneficiary to perform any obligations related to this MSA that include the processing of Personal Data.

“Statement of Work” means a form, signed by the parties which details the Services the parties have contracted for from time to time and which incorporates the terms of the MSA.

“Technical Contract Document” means a document which sets out the technical design of the relevant Services and any roll-out or installation timetable; if there is a Technical Contract Documents it will be referred to in the Statement of Work; the term does not include a Service Definition.

“Term” means, in respect of each Service, the period during which Redcentric is to provide that Service to the Customer.

“UK-GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA.

“Year” means a period of 12 months starting on the Commencement Date or an anniversary of the Commencement Date (so, if the Commencement Date is 11th May in one year, the first Year runs until the end of the immediately following 10th May).

1.2 In this MSA:

- words denoting the singular include the plural and vice versa;
- words denoting any gender include all genders; reference to any person includes a reference to companies and all other legal entities;
- any reference to a statute, statutory provision, subordinate legislation or code of practice is a reference to that statute, statutory provision, subordinate legislation or code of practice as amended, modified or re-enacted from time to time;
- any reference to a regulatory body includes a reference to any successor or replacement regulatory body; and
- any uses of the word “include” “includes” or “including” shall be deemed followed by the words “without limitation”.

2 MSA CONTENT AND STRUCTURE

- 2.1 This MSA is made up of the General Terms, together with the Additional Terms and all Statements of Work executed under this MSA and any other documents expressly incorporated into this MSA by any of those documents.
- 2.2 Unless otherwise stated, the General Terms apply to all Services; Additional Terms apply to Services that are of the following Service Types, but not to any other Service Types:

Service Type	Additional Terms that apply
Hosting	Section A
Professional Services	Section B
Network	Section C

- 2.3 If there is any conflict between the terms set out in a Statement of Work and any of the General Terms, the Additional Terms and the Service Definitions, the Statement of Work will take precedence. If there is any conflict between the terms set out in the General Terms and the Additional Terms, those Additional Terms that apply to the relevant Service shall take precedence over the General Terms, but in all other cases the General Terms will take precedence. If there is any conflict between the General Terms or the Additional Terms and the Service Definitions, the Service Definitions will take precedence.

3 DURATION, PROVISION AND USE OF THE SERVICES

- 3.1 Redcentric shall provide each Service which the Customer has selected in the Statement of Work to the Customer (and any Beneficiary) for the applicable Term with reasonable skill and care and in accordance with the applicable Service Definition and the terms of this MSA.
- 3.2 Each Service begins when the Customer is informed that the Service is ready for use and continues for a minimum term (the “Minimum Term”). A specific Minimum Term applies to each Statement of Work and starts on the date of the Statement of Work and ends thirty-six (36) complete Months from:
- the date that Service is ready for use at that site, if a single Service is to be provided at or for one site only; or
 - the date that the last of the Services to be provided under the relevant Statement of Work is ready for use at the last site, if one Service is to be provided at several sites, or if several Services are to be provided at one or more sites.
- 3.3 As a result of clause 3.2, the Minimum Term for each Statement of Work expires on one date, not on different dates for different Services and/or sites. Once the Minimum Term for a Statement of Work has expired, it will automatically renew for a further 12 Months (each 12 Month period being a “Renewal Term”) unless one party gives the other not less than 90 days’ prior written notice terminating one or more of the Services provided under the relevant Statement of Work at the end of the Minimum Term or then current Renewal Term.
- 3.4 Where termination occurs in relation to fewer than all of the Services purchased under a particular Statement of Work, that Statement of Work shall continue in effect in relation to the remaining Services. Termination of the Services provided under one Statement of Work shall not affect Services that are then being provided under other Statements of Work.
- 3.5 Redcentric shall comply with all legislation, laws, codes of practice, and licence conditions applicable to its provision of the Services when it provides the Services.

- 3.6 The Customer shall comply with all legislation, laws, codes of practice and licence conditions applicable to its use of the Services and/or the conduct of its business and any reasonable policies of Redcentric which are advised to the Customer by Redcentric from time to time in writing. The Customer shall procure that the Beneficiaries (and all individuals making use of the Services on behalf of or with the permission of the Customer or any Beneficiary from time to time) also comply with all of those requirements.
- 3.7 The Customer will provide Redcentric and its subcontractors with all assistance reasonably required by Redcentric to install Equipment and commission the Service in good time for the agreed target start date(s) set out in the Statement of Work or the Technical Contract Documents and, if no date has been agreed in either of those places, as soon as reasonably practicable after the date of the Statement of Work.
- 3.8 Redcentric reserves the right to amend, vary or change any Equipment or Service (including the technical specification for any Service, or the Equipment used to provide any Service, the location or premises from which the Service is provided and/or the Service Definition for any Service) provided that such amendment, variation or change does not materially and adversely affect the provision of any Service.
- 3.9 Where Redcentric reasonably considers that it is necessary to suspend the provision of any Service or any part of a Service (including the provision of the Service to a particular site) for the purposes of carrying out planned maintenance, Redcentric shall have the right to do so and will use its reasonable endeavours to ensure that the Customer receives reasonable prior notice of any such work. During the continuance of any such work, Redcentric shall continue to provide any unaffected Services in accordance with any applicable Service Level.
- 3.10 The Customer shall not use (nor allow any third party, including a Beneficiary, to use) any Service:
- (a) in a way which is offensive, indecent, menacing, a nuisance or defamatory;
 - (b) to send, knowingly receive, upload, download, store, display or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing or which is in breach of any Intellectual Property Right, privacy or any other third party right;
 - (c) fraudulently or in connection with the commission of any criminal offence (including the improper use of a public electronic communications network in breach of section 127 of the Communications Act 2003; or any unauthorised access or denial of service attacks in breach of section 1, 2, or 3 of the Computer Misuse Act 1990 or in order to commit an offence under the Regulation of Investigatory Powers Act 2000 or the Investigatory Powers Act 2016);
 - (d) to “spam” or to send or provide unsolicited advertising or promotional material or to knowingly receive responses from “spam” or unsolicited advertising or promotional material sent or provided by the Customer, any Beneficiary or any third party acting on behalf of any of them;
 - (e) to “phish” or otherwise seek information about any person’s accounts or personal details, other than in the course of the Customer’s or its Beneficiaries’ normal and legal business;
 - (f) in an unlawful manner or in contravention of any legislation, laws, codes of practice, licence conditions or in breach of any third-party rights;
 - (g) to knowingly upload or make available any virus, other malicious code or corrupt data or otherwise threaten the integrity or security of any computer (including by disclosing passwords);
 - (h) in a way that has a material adverse effect on any telecommunications network or in contravention of any reasonable instructions of Redcentric from time to time regarding the use of any Service;
 - (i) in a way that abuses or disrupts Redcentric’s or its third-party service providers’ networks, security systems, user accounts, or services of Redcentric or any third party, or attempt to gain unauthorised access to any of the above through unauthorised means;
 - (j) harvest, collect, or gather information or data regarding other users of Redcentric’s services without their consent unless permitted by applicable law; and/or
 - (k) use the Services directly or indirectly for competitive benchmarking or other competitive analysis, unless permitted under applicable law.

- 3.11 The Customer shall indemnify Redcentric against any liability, cost, claim or expense incurred by or claimed from Redcentric arising out of any breach by the Customer (and/or its Beneficiaries) of the obligations under clause 3.10. The Customer's liability under this indemnity shall be limited in the manner set out in clause 10.4(b).
- 3.12 Redcentric may suspend the provision of any Service (or any part of a Service) without liability to the Customer or any Beneficiary (including liability to pay Service Credits), where there is (or Redcentric reasonably suspects there is):
- (a) any unauthorised access to the Customer's and/or its Beneficiaries' network which may result in unauthorised access to Redcentric's network (in which case the suspension will last until such time as that unauthorised access ceases or is demonstrated by the Customer not to have occurred);
 - (b) any breach by the Customer or any Beneficiary of any obligations under clause 3.10 (in which case the suspension will last until such time as the Customer has convinced Redcentric that the breach has stopped and is unlikely to resume and the Customer has paid any sums due under the indemnity in clause 3.11); and/or
 - (c) any sums due to Redcentric from the Customer are overdue and remain overdue after not less than 7 days' notice (including notification by email) to the Customer stating that Services may be suspended if payment is not made in full and in cleared funds within 7 days of the date of that notice (in which case the suspension will last until such time as the Customer has paid any overdue sums).

The Customer shall remain liable to pay the Charges for all Services during any period of suspension pursuant to this clause 3.12 but shall not be entitled to Service Credits during any suspension.

- 3.13 Redcentric reserves the right to suspend or vary any Service (or part of a Service and whether generally or in respect of the Customer only) where it is required to do so by law, or at the direction of any court or governmental or other regulatory body, or as a result of the loss, amendment or revocation of any licence which Redcentric requires to provide that Service or as a result of a change imposed on Redcentric by any of its suppliers. During the period of any such suspension the Charges for the suspended Service (or part thereof) will not be payable unless the suspension arises because of an act or omission of the Customer and/or any Beneficiary, or their employees or agents.

4 SERVICE ROLL OUT AND TESTING

- 4.1 Redcentric shall use its reasonable efforts to commence the provision of each Service by the agreed target start date(s) set out in the Statement of Work or the Technical Contract Documents and, if no date has been agreed in either of those places, as soon as reasonably practicable after the date of the Statement of Work. Redcentric shall inform the Customer (in writing or via email) when each Service is first available for use (at each Customer site, where the Service is to be provided at more than one site).
- 4.2 The Customer shall have 7 days from being informed that a Service is available for use to verify that the Service meets the Acceptance Criteria for that Service in all material respects. If requested to do so by the Customer, Redcentric shall provide reasonable supporting evidence to demonstrate that the relevant Service has been made available for use by the Customer.
- 4.3 If the Customer does not notify Redcentric of any failure of a Service to meet its Acceptance Criteria in all material respects within 7 days of being notified that the Service is available for use, the Customer accepts that it shall not be entitled to reject the Service and that the date on which the Service was first ready for use was the date originally stated by Redcentric, from which date recurring Charges for the relevant Service will begin.
- 4.4 If the Customer notifies Redcentric of a failure of a Service to meet its Acceptance Criteria in all material respects within 7 days of being notified that the Service is ready for use:
- (a) Redcentric shall correct the failure and notify the Customer when it has done so;
 - (b) the Customer shall then verify that the Service is ready for use again in accordance with clauses 4.2 to 4.4; and
 - (c) Redcentric shall not charge for the relevant Service until the Customer has been notified that the Service is ready to be verified as ready for use.
- 4.5 If the Customer has found failures of a specific Service to meet its Acceptance Criteria three or more times, and notified Redcentric of the failures of a specific Service to meet its Acceptance Criteria three or more times within the 7 day period, Customer shall have the right to remove the relevant

sites at which the Services are to be provided from this MSA and Redcentric's sole responsibility shall be to refund any installation Charges that have then been paid in relation to that Service.

5 CHARGES AND PAYMENT

- 5.1 In consideration for the provision of the Services, the Customer shall pay the Charges to Redcentric. The recurring Charges for each Service will commence on the date on which the relevant Service is ready for use and be invoiced Quarterly, in advance (unless otherwise specified in the relevant Statement of Work). "Quarter" for this purpose means January to March, April to June, July to September and October to December (all inclusive) and the first invoice will cover the period from the date that the relevant Service is ready for use to the end of the then current quarter (and be adjusted on a pro rata time basis from the full quarterly amount). Consumption based Charges (including any Charges payable when an agreed level of a resource has been exceeded by the Customer and its Beneficiaries) will be invoiced Monthly, in arrears (unless otherwise specified in the relevant Statement of Work). Installation Charges and certain other Charges will be invoiced on the Customer signing the relevant Statement of Work. Any other Charges will become due as specified or referred to in the MSA and/or relevant Statement of Work.
- 5.2 All Charges and other payments which may become due under the MSA are stated exclusive of VAT. VAT (if applicable) shall be invoiced to, and payable by, the Customer at the rate from time to time in force.
- 5.3 All invoices issued by Redcentric shall be paid by the Customer within thirty days of the date of invoice.
- 5.4 Where Redcentric is entitled to suspend the provision of any Service (or part of a Service) it shall be without liability to the Customer (including liability to pay Service Credits).
- 5.5 Interest shall accrue on a daily basis on all overdue amounts due from one party to the other (before and after any judgment) at a rate of 2% per annum above the base lending rate from time to time of Lloyds Bank Plc. No interest shall be payable (whether pursuant to this clause 5.5 or otherwise) in respect of any amounts withheld by Redcentric in accordance with any express right Redcentric has reserved elsewhere in this MSA.
- 5.6 The Customer shall not be entitled to make any deduction or withholding from any amount due from it to Redcentric nor shall the Customer be entitled to exercise any right of set-off (including in respect of any amounts withheld by Redcentric in accordance with any express right Redcentric has reserved elsewhere in this MSA). If any deduction or withholding is required by law to be made by the Customer from any sum due under this MSA, the relevant sum will be deemed grossed up in order that the net sum received by Redcentric is the amount that would have been payable without the deduction or withholding.
- 5.7 Where the Customer has a bona fide dispute as to the amount of any invoice issued by Redcentric, it shall inform Redcentric in writing within fourteen days of the date of the invoice, giving full details of the extent and nature of the dispute. Whenever the Customer has given Redcentric those details within that time limit, the Customer shall be entitled to withhold payment of the disputed amount (provided it pays the undisputed amount in accordance with clause 5.3) pending resolution of that dispute. Following resolution of that dispute, the Customer shall pay to Redcentric within seven days any amount which it agrees or is ordered to pay, together with interest (if applicable) calculated in accordance with clause 5.5.
- 5.8 In addition to the rights set out elsewhere in this MSA, Redcentric shall have the right to increase the Charges for any Service once in any Year by serving not less than twenty-eight days' written notice on the Customer, provided that the percentage increase in the relevant Charge is no greater than the percentage increase in the CPI between (a) the later of the Commencement Date and the date of any previous increase and (b) the date of the relevant increase, plus two per cent.
- 5.9 Certain of Redcentric's costs are not within its control. Whenever there is any Change in Law, Redcentric shall be entitled to increase the Charges to the extent reasonably determined by Redcentric as necessary to reflect the increased cost to Redcentric of providing the Services as a result of the Change in Law by serving not less than twenty-eight days' written notice of such increase on the Customer. At the request of the Customer, Redcentric shall provide to the Customer reasonable supporting evidence to justify any such increase to the Charges. Any such evidence provided by Redcentric shall constitute Confidential Information of Redcentric. If the Customer does not wish to pay the increased Charges, it shall within twenty-eight days of receipt of the relevant notice from Redcentric serve 90 days' written notice to terminate the provision of the Service in question. During that notice period, the Charges for the Service in question shall not include the

increase proposed by Redcentric which resulted in the Customer electing to terminate the provision of that Service.

- 5.10 The Charges for Services of specific Service Types may also be increased in the manner set out in the Additional Terms.
- 5.11 The Customer will reimburse Redcentric on demand for all expenses which Redcentric has undertaken to incur in connection with the provision of the Services to the Customer with the prior written agreement of the Customer.
- 5.12 If the Customer or any third party acting for the Customer does not perform any task essential for the provision of the Services, or the Customer is unable to do so within a reasonable timescale, or requests Redcentric to undertake the task, or in an emergency, and Redcentric performs that task, the Customer will pay Redcentric for doing so at Redcentric's Professional Services Rates.

6 SERVICE CREDITS

- 6.1 Where the Service Definition for any Service provides for Service Credits to be payable by Redcentric if it fails to provide that Service in accordance with a Service Level, that Service Credit shall be applied in accordance with this clause and the terms of the relevant Service Definition.
- 6.2 The Service Credits have been agreed between the parties as a fair and reasonable assessment of the likely loss and damage which the Customer (and any Beneficiary) would suffer as a result of Redcentric failing to meet the applicable Service Level provided there is no other right for the Customer to terminate this MSA and/or the relevant Statement of Work for cause, and/or, where there is a Floor Service Level specified in the relevant Service Definition, where that failure is not worse than the Floor Service Level. Service Credits shall be the Customer's sole and exclusive remedy in respect of such a failure.
- 6.3 In no event shall the value of any Service Credits due from Redcentric in respect of any Service in a Month exceed a sum equal to half of the Charges which would have been payable by the Customer for that Service during that Month had Redcentric provided the Service in question in accordance with all applicable Service Levels.
- 6.4 Redcentric shall not be liable to pay any Service Credit (or part of a Service Credit) which would not have become due but for a breach by the Customer (or any Beneficiary) of the MSA.
- 6.5 If there is no Service Level applicable to a Service or Service Credits are not payable for failure to achieve a Service Level, then Redcentric shall have no liability to the Customer for the relevant Service, except to the extent that there is a significant breach of the MSA in relation to the provision of that Service.
- 6.6 Where Service Credits are expressed by reference to Availability, Availability will be calculated using this formula:
A/(T-P)x100, where:
A = the number of seconds in the relevant Month for which the relevant Service was available
T= the total number of seconds in that Month in which that Service ought to have been available and
P = the duration in seconds of acceptable outages in that Month.
If some, but not all, parts of a Service have no availability for a period (for example if there is no availability at some of the sites at which a service is provided), then the same formula will apply but:
A = the aggregate number of seconds in the relevant Month, for which each part that Service was available (which will be assessed using the Redcentric part codes shown on the Statement of Work)
T = the number of seconds in that Month multiplied by the number of the Redcentric part codes for that Service and
P = the number of seconds of acceptable outages in that Month multiplied by the total number of Redcentric part codes for that Service.
In calculating Availability (and whichever method is used above) the following shall be considered "acceptable outages" and their duration therefore count as part of P:
 - (a) any period of non-Availability caused or contributed to by:
 - (i) outages related to planned maintenance.
 - (ii) the failure of the Customer to meet any Customer Dependency.
 - (iii) Redcentric exercising a right to suspend the relevant Service pursuant to any provision of this Agreement;
 - (b) faults in, or failure properly to operate, any hardware, software, communications links or other equipment (including Customer Equipment) which does not form part of the relevant Services (including connections to the internet not provided by Redcentric, and all

- equipment not forming part of the relevant Services which is used by the Customer and/or any Beneficiary);
- (c) without prejudice to clause 6.6(b) above, faults in, or failure properly to operate, any software hosted on the relevant Services other than software which (i) forms part of those Services and (ii) was supplied by Redcentric pursuant to this Agreement; or
 - (d) Force Majeure.
- 6.7 Service Credits will only be due if claimed by the Customer within 30 days of the end of the relevant Month and shall be credited in the form of a credit note in the Month after the Month in which they were claimed. Service Credits shall not be payable in relation to any part Months at the start or end of the Services.
- 6.8 Should Redcentric fail to issue a credit note to the Customer for any Service Credits which have been claimed by the Customer and become payable by Redcentric within the time period for issuing such credit note as specified in clause 6.7, then the Customer shall be entitled to deduct the value of those Service Credits from the next invoice issued by Redcentric for the Charges for the Services to which those Service Credits relate.
- 6.9 In the absence of manifest error, Redcentric's ticketing or monitoring system (as appropriate) shall be regarded as an accurate record for calculating Availability.
- 7 PREMISES**
- 7.1 All access by the Customer, any Beneficiary and its or their representatives to any premises of Redcentric (including any access by regulators or in exercise of audit rights) shall always be subject to compliance with the access and security policies of Redcentric for the time being in force. The Customer shall indemnify Redcentric against all loss, damage, liability, claims and expense that Redcentric or any of its other customers may incur by reason of any act or omission of the Customer and/or any Beneficiary and/or its or their representatives (including any access by regulators or in exercise of audit rights) whilst on any premises of Redcentric (including any failure by the Customer to comply with its obligations pursuant to the MSA).
- 7.2 Redcentric and the Customer shall each ensure that its own employees, agents, subcontractors and other persons authorised by it (including in the case of the Customer, the employees, agents, subcontractors and other authorised persons of any Beneficiary) whom the other party may permit to access that other party's premises are suitably qualified, skilled and experienced to carry out the work for which they are entering the premises of the other. Redcentric or the Customer shall be entitled to refuse any individual access to (or eject any individual from) its premises without liability to the other party where it has reasonable grounds for suspecting that such individual does not have the appropriate skills, qualifications or experience or may pose a threat to safety or security.
- 8 CUSTOMER DEPENDENCIES**
- 8.1 The Customer acknowledges that failure to fulfil any Customer Dependencies in the manner and timescales required under the MSA from time to time may prejudice Redcentric's ability to meet its obligations under the MSA. The Customer therefore agrees that Redcentric shall not be liable for any failure by Redcentric to perform its obligations under the MSA to the extent caused by the Customer's failure to ensure that all Customer Dependencies are fulfilled in the manner and timescales required by the MSA. Any obligation of Redcentric which is prejudiced by the Customer's failure to ensure that all Customer Dependencies are fulfilled in the manner and timescales required by the MSA shall be deemed extended by a reasonable time.
- 8.2 If, because of the Customer's failure to ensure that all the Customer Dependencies are fulfilled in the manner and timescales required by the MSA, Redcentric spends any additional time or incurs any additional costs, it shall be entitled to invoice the Customer for those costs and that time at the Professional Services Rates.
- 8.3 The Customer shall always cooperate (and procure that the Beneficiaries cooperate) with Redcentric in connection with the provision of the Services.
- 8.4 Notwithstanding any other term of the MSA, Redcentric will not be in breach of the MSA to the extent its failure to perform or delay or defect in performance of its obligations under this MSA arises as a result of:
- (a) any breach by the Customer of its obligations contained in the MSA; or
 - (b) Redcentric relying on any incomplete or inaccurate data provided by, or complying with any instruction or request made by, the Customer, a Beneficiary and/or any of their respective employees or representatives.

9 OTHER OBLIGATIONS OF THE PARTIES

Each party shall comply with any other obligations and responsibilities as may be specified in any other document which forms part of the MSA.

10 LIMITATION OF LIABILITY

10.1 Neither party seeks to limit or exclude its liability for death or personal injury caused by negligence for which it is responsible, nor in respect of fraud or fraudulent misrepresentation, nor for any breach of section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982. No provision of the MSA shall be interpreted as attempting to exclude or limit such liability.

10.2 Subject to the other provisions of this clause 10, the total aggregate liability of each party to the other for any and all claims by the other in connection with the provision of the Services or otherwise arising out of or in connection with the Services or the MSA during any Year (and whether the claims arise from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited to the amount of Charges paid by the Customer for the provision of the Services during the then immediately preceding Year (or during the first Year, the Charges which have been paid and any other Charges which are scheduled to be paid in that Year, assuming that each party complies with its obligations and no changes are made to the Services the Customer purchases), subject in every case to a maximum amount of £1,000,000 if that sum is lower than the amount that would otherwise apply for the relevant Year.

10.3 Subject to clause 10.4(a), in no circumstances shall either party be liable to the other for the following types of loss:

- (a) loss of profit or anticipated profit;
- (b) damage to reputation or goodwill;
- (c) loss of savings or anticipated savings;
- (d) loss of business or revenue;
- (e) without prejudice to any liability under clause 16, any loss or damage arising as a result of any loss of or corruption to data (whether temporary or permanent), unless as part of the Services Redcentric is responsible for both the live copy of that data and also the back-up copy of that data (in which case Redcentric shall be liable for any loss of or corruption to such data, but only to the point in time when Redcentric took the last back-up (or ought to have taken a back-up as part of the Services); Redcentric shall not have any liability in relation to data that the Customer did not select (for whatever reason) to back-up);
- (f) any loss or damage arising out of an inability to restore data due to the loss of or damage to any encryption key by the Customer or any Beneficiary; and/or
- (g) any form of indirect, consequential or incidental loss.

10.4 None of the provisions of this clause 10 shall operate to exclude or limit:

- (a) Redcentric's right to recover from the Customer the Charges payable by the Customer (including any element of the Charges which is profit) and no such sums shall count towards the cap on the Customer's liability to Redcentric;
- (b) either party's liability under any express indemnity set out in the MSA (except for the indemnity set out in clause 3.11, which shall be limited to £2,000,000 per event or connected series of events); and/or
- (c) any liability of the Customer for damage to the premises or Equipment of Redcentric, its Group Companies or its third-party suppliers.

10.5 Where this MSA allows Beneficiaries to use any Services, the Customer agrees (on its own behalf and as duly authorised agent for and on behalf of each Beneficiary) that none of the Beneficiaries shall be entitled to enforce the terms of this MSA or to make any claim against Redcentric in relation to this MSA or the Services (including any claim in negligence). The Customer shall procure that none of the Beneficiaries makes any such claim. Redcentric agrees that any losses of any Beneficiary resulting from a breach of this MSA by Redcentric shall be deemed to be a loss of the Customer and that the Customer shall be entitled to seek recovery of those losses on the basis that they are losses suffered by the Customer itself. All losses of the Customer and all losses of the Beneficiaries shall be subject to the limitations and exclusions set out in this clause 10 and the caps on liability set out in this clause 10 shall apply to all such claims in the aggregate.

11 TERM AND TERMINATION

- 11.1 Subject to earlier termination in accordance with the other provisions of the MSA, the MSA shall continue until the third anniversary of the Commencement Date. Following that third anniversary, the MSA shall automatically renew for successive Years unless and until either party serves on the other not less than 90 days' prior written notice of termination, such notice to expire on the third anniversary or any later anniversary of the Commencement Date. Once the MSA has expired or terminated for whatever reason, no further Statements of Work shall be executed under it and no further Renewal Terms may be required in relation to any Service. The Services themselves shall continue until terminated in accordance with the terms of this MSA (and the provisions of this MSA shall be deemed to continue in force to the extent necessary to give effect to such continuing Services).
- 11.2 All the Services set out in a Statement of Work are ordered for the Minimum Term applicable to that Statement of Work. Either party shall be entitled to terminate the provision of some, or all the Services provided under a Statement of Work at the end of the Minimum Term or at the end of any Renewal Term for that Statement of Work, by giving the other the written notice referred to in clause 3.3. Subject to the other terms of this MSA, the Services provided under all Statements of Work will cease to renew automatically once the MSA has been terminated or has expired (for whatever reason) and in that situation each Service will automatically terminate at the end of the then current Minimum Term or Renewal Term of the relevant Statement of Work (as appropriate).
- 11.3 If this MSA is terminated or expires for any reason, the Customer shall have the option to terminate all Services then being provided on the termination or expiry date of the MSA. The Customer may only exercise this option by giving Redcentric notice to that effect, not less than 21 days before termination or expiry of the MSA. If the Customer exercises this termination right it shall pay Redcentric a sum equal to the amount that would have been payable for the relevant Services up until the date on which the Customer would otherwise have been able to first terminate the relevant Services at the end of the relevant Minimum Terms or Renewal Terms.
- 11.4 The Customer shall be entitled to terminate the provision of a Service (but no other Services) if Redcentric fails to make the Service in question available for a period of more than twenty-four consecutive hours on three occasions in any period of three consecutive Months. The Customer shall only be entitled to exercise its right to terminate pursuant to this clause by serving written notice of termination on Redcentric within twenty-eight days of the date of the third qualifying period of unavailability and termination of the Service in question shall take effect on the expiry of that twenty-eight-day period. If no notice of termination is received by Redcentric by the expiry of that twenty-eight-day period, the Customer shall be deemed to have waived its right to terminate pursuant to this clause on that occasion.
- 11.5 If the Customer exercises its right to terminate the provision of a Service pursuant to clause 11.4, Redcentric shall, within twenty-eight days of the date of termination, refund to the Customer any advance Charges which may have been paid by the Customer in anticipation of the provision of that Service after the date of termination.
- 11.6 Without prejudice to its other rights or remedies, either party shall be entitled to immediately terminate:
- (a) the provision of any of the Services by serving written notice of termination on the other party (such notice to be served within forty-five days of the breach giving rise to the right to terminate occurring) if the other party commits a material breach of any of its obligations under the MSA in relation to those specific Services, and which, in the case of a material breach which is capable of remedy, is not remedied within thirty days following receipt of written notice from the party not in material breach requiring the party in breach to do so; or
 - (b) the provision of all Services and the MSA if the other party becomes Insolvent.
- 11.7 Without prejudice to its other rights or remedies, Redcentric shall be entitled to terminate the provision of all or any of the Services (as Redcentric considers appropriate in its absolute discretion) forthwith by written notice to the Customer if the Customer fails on three or more occasions to pay any invoice (to the extent that the Customer has not disputed it in accordance with clause 5.7) within fourteen days of its due date, provided that Redcentric has notified the Customer before the last breach that if the Customer fails again to pay any invoice (to the extent that the Customer has not disputed it in accordance with clause 5.7) within fourteen days of its due date, Redcentric may terminate. Any such termination shall be deemed to be as a consequence of a material breach by the Customer.

- 11.8 No notice of termination shall be effective under or in connection with the MSA (or any Statement of Work) unless the notice complies with the requirements set out in clause 21. Without limiting the previous sentence, the Customer accepts that an email to its Redcentric account manager shall not suffice as a termination notice.
- 11.9 Termination of the provision of any individual Service shall not affect the remaining Services or the continuing applicability of the MSA.
- 11.10 Termination of the provision of any or all Services shall not affect the continuing enforceability of any provision of the MSA which, whether expressly or by implication, is to survive termination.

12 FORCE MAJEURE

- 12.1 No failure or delay by either party to perform its obligations in accordance with the MSA (other than the obligation to pay the Charges for the Services) shall give rise to any claim by the other or be deemed a breach of the MSA if such failure or delay results directly from an event of Force Majeure, except to the extent that any failure or delay arises from Redcentric's failure to implement any business continuity plan that Redcentric is required to implement as part of the relevant Service in respect of the relevant Force Majeure event.
- 12.2 If, as part of the Services, Redcentric implements a business continuity plan in response to a Force Majeure event, it will continue to operate and provide the Services (or a reduced version of the Services) in accordance with that plan, until such time as it has had reasonable opportunity to fully restore the affected Services once the Force Majeure event has passed. Redcentric shall not have any liability for failure or delay in providing the full Services if it complies with the relevant business continuity plan, until it has had reasonable opportunity to fully restore the affected Services once the Force Majeure event has passed.
- 12.3 If Redcentric is prevented from providing any Service to the Customer by reason of an event of Force Majeure, then the Customer shall:
- (a) from the tenth consecutive Business Day after Redcentric was prevented from providing a Service, not be liable to pay the Charges associated with the provision of the Service in question during the continuance of that Force Majeure event; and
 - (b) be entitled to immediately terminate the provision of the Service affected by the event of Force Majeure by serving written notice on Redcentric if (and only if) such event continues for a period of more than twenty-eight days.

13 OWNERSHIP OF CUSTOMER DATA

Redcentric acknowledges that it shall not acquire any rights of ownership in respect of any data stored or transmitted by the Customer (or any Beneficiary) using any Service.

14 CHANGE CONTROL

- 14.1 The parties recognise that changes may need to be made to this MSA and the Services over time and that the parties will discuss and seek to agree any such change (unless the change is permitted by the other terms of this MSA).
- 14.2 The Customer shall pay for Redcentric's time spent considering changes requested by the Customer (or any Beneficiary) at the Professional Services Rates.
- 14.3 If new Services are added to this MSA, or Services altered, they will be recorded in Redcentric's standard change note and the new or altered Service will be charged for at Redcentric's then standard rate for that Service. No change shall be binding until the relevant change note has been signed by both parties (unless the change is permitted by the other terms of this MSA).

15 ANTI CORRUPTION AND MODERN SLAVERY

- 15.1 Redcentric will comply with all applicable laws, rules, regulations, decrees and/or official governmental orders of the United Kingdom relating to anti-corruption, anti-money laundering and modern slavery from time to time.
- 15.2 Redcentric confirms that neither it nor any of its Group Companies, has made, offered or authorised the making of (nor will make, offer, or authorise the making of) any payment or other transfer of any financial or other advantage or anything else of value, including the provision of any funds, services, gifts or entertainment, directly or indirectly to any person for:
- the purpose of obtaining, rewarding or influencing the award of this MSA; or
 - any improper advantage or improper in connection with the performance of this MSA and the transactions contemplated under this MSA,

which would be in violation of, or inconsistent with, the principles or requirements of any anti-bribery or anti-money laundering laws applicable to Redcentric, including the Bribery Act 2010 and the Anti-Terrorism, Crime and Security Act 2001.

16 DATA PROTECTION AND SECURITY

16.1 For the purposes of this clause 16 the terms “**Controller**”, “**Processor**” and “**Data Subject**” shall have the meanings respectively ascribed to them in the Data Protection Legislation.

16.2 The parties acknowledge that for the purposes of the Data Protection Legislation, subject to clause 16.11, the Customer is the Controller and Redcentric is the Processor.

16.3 Each party will during the Term of the relevant Services:

- (a) provide such help and co-operation as is reasonably necessary or reasonably requested by the other to enable compliance with this clause 16 and/or with the Data Protection Legislation; and
- (b) without prejudice to the express provisions of this clause 16, comply, and procure that its Staff comply, with its obligations under the Data Protection Legislation,

provided that this clause 16.3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

16.4 Redcentric and the Customer will enter a Data Processing Statement in respect of each Statement of Work, each party providing all necessary cooperation for that purpose and acting in good faith. The Customer's signature to the Data Processing Statement (or a Statement of Work containing the Data Processing Statement), shall constitute:

- (a) an instruction on behalf of the Customer and any Beneficiaries to Redcentric to process such Personal Data in accordance with the terms of the Data Processing Statement for the purposes of the Data Protection Legislation, and in accordance with this clause 16 and the other provisions of this MSA; and
- (b) a representation and a warranty under the terms of this MSA that:
 - the contents of the Data Processing Statement are accurate;
 - the Customer has obtained all necessary and appropriate consents and notices (including from the Beneficiaries) to enable lawful transfer of all of the Personal Data to Redcentric (and by Redcentric to any permitted sub-processor) for the duration and purposes of the applicable Statement of Work, and that it has recorded and documented such consents and notices in compliance with the record keeping requirements of the Data Protection Legislation;
 - the Customer agrees to the arrangements (including security arrangements) in respect of Personal Data set out in the MSA and the Data Processing Statement; and
 - the security measures proposed meet the Customer's obligations under the Data Protection Legislation.

16.5 If at any time during the Term of the relevant Services (i) any of the facts or requirements set out in the Data Processing Statement change; or (ii) the Customer no longer complies with any of its obligations under this clause 16, the Customer will promptly notify Redcentric in writing and any necessary changes will be dealt with in accordance with clause 14 (Change Control).

16.6 Redcentric shall in relation to any Personal Data processed in connection with the performance by Redcentric of its obligations under this MSA:

- (a) process such Personal Data only on the documented instructions of the Customer as set out in the applicable Data Processing Statement, including with regard to transfers of Personal Data to a country outside the United Kingdom or an international organisation, unless required to do so by any law to which Redcentric is subject (in which case, Redcentric shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest);
- (b) take all measures required pursuant to the Data Protection Legislation in respect of security of processing, in accordance with the agreed security measures set out or referred to in the applicable Data Processing Statement;
- (c) operate appropriate security procedures, processes and systems in accordance with the applicable Data Processing Statement to ensure that unauthorised persons do not have access to any equipment used to process such Personal Data or to the Personal Data itself;

- (d) notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - (e) use reasonable endeavours to ensure the reliability of its Staff with access to such Personal Data and ensure that all such Staff are under appropriate obligations of confidentiality in relation to such Personal Data;
 - (f) in respect of any transfer of Personal Data to a sub-processor, comply with (i) the relevant provisions of the applicable Data Processing Statement; and (ii) the requirements of the Data Protection Legislation. For the purposes of the Data Protection Legislation, consent shall be deemed to be given for the transfer of Personal Data to the sub-processors and/or categories of sub-processors as provided in the Data Processing Statement, in which case such transfer shall be in accordance with the Data Processing Statement;
 - (g) provide reasonable assistance to the Customer and any Beneficiary to meet a request or complaint made by a Data Subject in respect of such Personal Data to meet the requirements of the Data Protection Legislation in respect of Data Subject rights; such assistance shall be by appropriate technical and organisational measures insofar as this is possible and in accordance with the applicable Data Processing Statement. Redcentric shall be entitled to charge the Customer at the Professional Services Rates for any time spent in connection with the requests of privacy agencies, subject access requests or similar requests or providing information required by the Customer or any Beneficiary to comply with their obligations under the Data Protection Legislation;
 - (h) subject only to clause 16.12, not transfer any Personal Data outside of the United Kingdom unless (i) the prior written consent of the Customer has been obtained (provided that such consent shall be deemed to be given in respect of any such transfer specified in the Data Processing Statement, in which case such transfer shall be in accordance with the Data Processing Statement); and (ii) the following conditions are fulfilled:
 - the Customer or Redcentric has provided appropriate safeguards in relation to the transfer.
 - the data subject has enforceable rights and effective legal remedies.
 - Redcentric complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - Redcentric complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (i) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28.3(h) of UK-GDPR and allow for and (subject to the provisions of clause 18) contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; and notify the Customer if, in its opinion, an instruction given by the Customer in relation to this clause 16.6(i) breaches the Data Protection Legislation; and
 - (j) after termination of the applicable Statement of Work (or relevant part of it) or after the end of the carrying out of data processing, at the choice of the Customer (to be notified to Redcentric in writing) delete or return all such Personal Data to the Customer and delete existing copies unless and to the extent otherwise required by law, in accordance with the other terms of this MSA that relate to the provision of such data (provided that if there is any conflict between such other terms and the provisions of Article 28.3(g) of the UK-GDPR, such Article 28.3(g) shall prevail to the extent necessary to resolve the conflict).
- 16.7 In the event of any material breach of this clause 16, the provisions of clause 11.6(a) (termination for material breach) shall apply.
- 16.8 The Customer accepts that Redcentric and/or its subcontractors will comply with the Monitoring Requirements and cannot control the route that Personal Data transmitted across the internet will take, or (without prejudice to Redcentric's express obligations under this clause 16) where copies of that data might be created or stored.
- 16.9 Without prejudice and subject to any express obligations in this clause 16 and the Data Processing Statement, Redcentric shall use its security policies from time to time in relation to the Services; the current version of those policies is available on request from Redcentric.

- 16.10 Redcentric may, at any time on not less than 30 days' notice, revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply from the date that the Customer is notified of such clauses or similar terms).
- 16.11 Redcentric is Controller in respect of contact information relating to (i) the Customer and Beneficiaries, and (ii) when provided to Redcentric for the purposes of providing or supporting the Services, their respective end users, in each case including the categories of Personal Data listed in clause 16.12.
- 16.12 (a) Unless the contrary is stated in the relevant SoW, the Services may involve the transfer of some Personal Data in respect of which Redcentric is Controller to Redcentric's Group Company in India, Redcentric Support Services Private Ltd (India) (Corporate Identification Number: (CIN) U72900TG2021FTC148746; address 8th Floor, Plot No 30/A, Survey No 83/1, TSIIIC – Hyderabad Knowledge Center, Raidurg, Telangana 500081, India) ("Redcentric India").
- (b) The Customer's contact and service details, and those of Beneficiaries and end users, within Redcentric's service management and CRM systems may be made available to Redcentric India, to enable it to provide provisioning and support in relation to certain Services. The Personal Data Processed in India is limited to that which is necessary for those purposes, and may consist of:
- names of individual Customer or Beneficiary contacts, and in relation to those contacts:
 - business telephone numbers.
 - business addresses.
 - business email addresses; and
 - for some Customers, RIPE IP addresses.
- (c) Redcentric warrants that an agreement has been executed between Redcentric and Redcentric India which meets the requirements of Article 46 of the UK GDPR in ensuring that appropriate safeguards are in place to ensure an adequate level of protection of the privacy rights of individuals, and a copy is available on request.
- 16.13 This clause 16 shall survive termination of this Agreement.

17 CONFIDENTIALITY

- 17.1 Subject to clauses 17.2, 17.3 and 17.4, and except insofar as a party may have a statutory duty to disclose any Confidential Information of the other party or is required to disclose any Confidential Information of the other party by law, neither party shall divulge or communicate to any third party any Confidential Information of the other party. This restriction shall cease to apply to any Confidential Information of a party which may lawfully come into the public domain other than through the act or default of the other party.
- 17.2 Subject to clauses 17.3 and 17.4, each party shall be entitled to use the Confidential Information of the other party solely in connection with the proper performance of the MSA and shall not use any Confidential Information of the other party in any other way, whether for its benefit or for the benefit of any third party. This restriction shall cease to apply to any Confidential Information of a party which may lawfully come into the public domain other than through the act or default of the other party.
- 17.3 Redcentric shall be entitled to provide the Customer's (and its Beneficiaries') Confidential Information to its employees, subcontractors and professional advisers who need to have such Confidential Information disclosed to them in connection with the MSA or the performance of the Services and are bound by reasonable terms of confidentiality.
- 17.4 Redcentric and its subcontractors shall be entitled to record, retain, use and disclose the Customer's (and its Beneficiaries') Confidential Information as required by the Monitoring Requirements from time to time. Redcentric and its subcontractors shall be entitled to disclose the Customer's (and its Beneficiaries') Confidential Information to a regulatory body to whom they are required to disclose.

18 AUDIT RIGHTS

- 18.1 The Customer may, on no more than one occasion in any Year, audit Redcentric's performance of this MSA as it relates to Hosting Services (but shall have no such right in relation to any other Services). The following provisions will apply to each of those audits:
- (a) the Customer will give not less than 25 Business Days' notice of each audit;

- (b) audits will be conducted during the Business Day;
 - (c) the Customer may conduct audits itself or appoint third parties to do so on its behalf (subject as a condition precedent to the Customer accepting the actions and omissions of any third party as its own and placing the third party under equivalent confidentiality provisions to those contained in this MSA which also grant Redcentric third party rights to enforce those provisions direct against the third parties);
 - (d) Redcentric will give the Customer and its representatives such access during the Business Day, to Redcentric's people, premises, records and processes as is required to:
 - establish that Redcentric's obligations to provide the Hosting Services have been, and are then being, fulfilled in accordance with the MSA; and/or
 - allow the Customer to comply with all Laws in relation to the Hosting Services; and
 - (e) Redcentric will provide the Customer and its representatives with such copies of the Customer's documents and records related to the Hosting Services as they may request from time to time.
- 18.2 If any regulator with authority over the Customer from time to time wishes to interview Redcentric and/or its staff or audit Redcentric's facilities in relation to the Hosting Services, Redcentric will attend (or ensure that the relevant people attend) that interview and permit the required audit and cooperate with the relevant regulator.
- 18.3 All rights set out in this clause 18 are subject to the terms of the General Terms, including clause 3.6.
- 18.4 Redcentric shall be entitled to charge the Customer for all time that it spends and all copies it makes in connection with the Customer's exercise of its rights under this clause 18 at the Professional Services Rates.
- 18.5 Redcentric may from time to time agree to permit audits over and above those set out in clause 18. Redcentric shall be entitled to charge the Customer at the Professional Services Rates for any time spent in connection with any such audits.
- 18.6 Redcentric's then current rules for audits shall apply to all audits.
- 19 AMENDMENTS TO THE MSA**
- 19.1 Redcentric shall be entitled to make such reasonable amendments to any document comprising the MSA as may be necessary from time to time to ensure Redcentric's and the MSA's continuing compliance with any applicable legislation, law, code of practice and/or licence condition. Any such changes shall take effect on notification to the Customer.
- 19.2 Subject to clause 19.1 and save where otherwise provided in the MSA that a document may change, no amendment to any document comprising the MSA shall be valid unless and until made in writing and signed by Redcentric and the Customer.
- 20 ASSIGNMENT OF THE MSA AND SUB-CONTRACTING**
- 20.1 The Customer shall not be entitled to assign or novate any of its rights or obligations under the MSA without the prior written consent of Redcentric, such consent not to be unreasonably withheld or delayed. For the purposes of this clause 20.1, Redcentric shall be deemed to have acted reasonably should it refuse to consent to any assignment or novation by the Customer to a third party which is a competitor (or which has a Group Company who is a competitor) of Redcentric, or is not, in the reasonable opinion of Redcentric, of equal or better creditworthiness than the Customer.
- 20.2 Redcentric shall be entitled to assign or novate any of its rights or obligations under the MSA to any Group Company who shall in turn be entitled to assign or novate those rights or obligations to other Group Companies.
- 20.3 Redcentric shall be entitled to assign or novate any of its rights or obligations under the MSA to any purchaser of the whole or any part of its business.
- 20.4 Redcentric shall be entitled to sub-contract the performance of any of its obligations under the MSA. Redcentric agrees that the actions and omissions of any such subcontractor shall be treated as acts and omissions of Redcentric.
- 21 NOTICES**

- 21.1 Where notice is required under the terms of this MSA it may only be given in the ways set out in the table below. Notices shall take effect at the time stated in the table (or if that time is not within a Business Day, at the point in time when the next Business Day begins):

Permitted method of delivery	When effective	Where the Customer must be served	Where Redcentric must be served
By hand	On delivery	The address and email stated at the start of this MSA	The Company Secretary, Central House, Beckwith Knowle, Otley Road, Harrogate, HG3 1UG And for email: Companysecretary@redcentricplc.com
By prepaid first class post	At the start of the second full Business Day after posting		
By email	On despatch, if sent more than half an hour before the end of a Business Day or otherwise at the start of the Business Day after despatch, but in each case only if a copy is sent by prepaid first class post on the same day as the email is sent or if the recipient acknowledges receipt of the email (an automated reply will not count as a reply for these purposes)		

- 21.2 Either party may change its addressee and/or address details for receiving notices by serving notice of the changed details on the other party, provided that the new physical address is within the UK.
- 21.3 Whilst the parties may make operational communications concerning the MSA via electronic mail, notice may not be validly served under the MSA by electronic mail unless all of the relevant requirements set out in clause 21.1 have been met.

22 GENERAL

- 22.1 The express terms of this MSA contain all the terms agreed between the parties in relation to its subject matter (other than any fraudulent representations). The MSA shall supersede and take precedence over any purchase order or other documents submitted by the Customer setting out or referring to any contractual conditions, all of which are hereby excluded.
- 22.2 The parties agree that all representations (other than any fraudulent representations) which may have been made while negotiating this MSA, but which are not expressly repeated in this MSA, have been withdrawn.
- 22.3 All warranties, conditions, terms and representations, which might otherwise be implied into the MSA (whether by law, statute, custom or otherwise) are excluded to the fullest extent permitted by law.
- 22.4 Nothing in the MSA is intended to create any partnership, joint venture, agency or other fiduciary relationship between the parties, who are with respect to each other, independent contracting parties.
- 22.5 Any provision of any document comprising the MSA which is held to be invalid or unenforceable shall be deemed ineffective to the extent of such invalidity or unenforceability. The invalidity or unenforceable of any element of the MSA element shall not affect the remaining provisions of the MSA.
- 22.6 No delay, nor any partial or complete failure to exercise any right or remedy under or in connection with this MSA, shall be taken to be a waiver of any such right or remedy, or to limit the future use of that or any other right or remedy.
- 22.7 The Customer consents, unless such consent is withdrawn by written notice to Redcentric, to Redcentric disclosing for marketing purposes that the Customer is a customer of Redcentric in respect of the Services.
- 22.8 Time shall not be of the essence of any date or obligation set out in the MSA.
- 22.9 This MSA and all related duties and obligations (whether contractual or non-contractual) are governed by English law. The English courts shall have the exclusive jurisdiction to determine any matter or dispute that arises under or in connection with the MSA (and whether it is contractual or non-contractual).

- 22.10 This MSA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Schedule – Additional Terms

A ADDITIONAL TERMS THAT APPLY TO HOSTING SERVICES

1 APPLICATION OF THIS SECTION A

The provisions that follow only apply to those Services within the Hosting Service Type; they do not apply to any other Service Type (except to the extent (if any) to which they are expressly incorporated into the Additional Terms for another Service Type).

2 DEFINITIONS

In this Section A of this Schedule, the following terms have the following meanings:

“Designed Power Rating” means the power density of each Customer Rack as stated in the relevant Statement of Work.

“kW Commitment” means the total number of kW per Customer Rack that the Customer commits to pay for per Month as set out in the relevant Statement of Work.

“Metered Power Commitment” means the total kWh that the Customer commits to pay for per Month as set out in the relevant Statement of Work.

“95th Percentile Rule” means the mechanism that Redcentric applies to calculate the level at which burstable power charges are payable, as follows: Redcentric measures the Customer’s power usage per Customer Rack every 15 minutes over the course of a Month. The records for the last 30 days are sorted into ascending order, and the top 5% ignored to account for temporary increases. The highest of the remaining readings is taken as the 95th percentile value. If the 95th percentile value exceeds the kW Commitment of that Customer Rack, the burstable power charge specified in the Statement of Work is payable by the Customer. If the 95th percentile value is less than or equal to the kW Commitment of that Customer Rack, there is no additional charge.

3 NO INTEREST IN LAND

3.1 Where as part of any Hosting Service Redcentric permits the Customer to install any Customer Equipment at any premises of Redcentric, the only right which is granted is the right to locate such Customer Equipment upon the premises of Redcentric during the term of the provision of the Service in question. The provision of any such Service shall not create any relationship of landlord and tenant between Redcentric and the Customer or any Beneficiary.

3.2 Redcentric reserves the right to require the Customer to relocate, at Redcentric’s cost, any Customer Equipment located at any premises of Redcentric to an alternative location. In the case of a private suite, Redcentric shall ensure that the alternative location provides at least the same floor area. Redcentric shall provide the Customer with at least ten Business Days’ written notice of any requirement for it to relocate any Customer Equipment pursuant to this clause 3.2.

4 ADJUSTMENTS TO CHARGES

4.1 Over usage: power

(a) kW Commitment: If the Customer’s use of the Services results in more electricity than the kW Commitment being consumed, Redcentric will be entitled in its discretion to charge the Customer for its excess power consumption at Redcentric’s then overage price per kW. Overage usage is calculated on the basis of the 95th Percentile Rule.

(b) Metered Power Commitment: If the Customer’s use of the Services results in more electricity than the Metered Power Commitment being consumed, Redcentric will be entitled in its discretion to charge the Customer for its excess power consumption at Redcentric’s then overage price per kWh. Overage usage is calculated on the total metered consumption.

4.2 Over usage: space

In addition to the rights set out in 4.1 above, if the Customer’s use of the Services results in the power draw by any Customer Rack exceeding the Designed Power Rating for that Customer Rack, Redcentric shall be entitled in its discretion to (i) require that the Customer reduces the power draw at that Customer Rack, or (ii) increase the Designed Power Rating for that Customer Rack at an additional charge. If Redcentric exercises its right under (i) above and the Customer does not reduce its power draw as required by Redcentric, Redcentric may suspend the provision of the Services on the provision of reasonable notice to the Customer.

4.3 The initial Charges for Hosting Services assume that there will be no increase in the cost to Redcentric of the electricity required to operate the Customer Equipment and the relevant data

centre generally (including electricity used for heating/cooling) during the relevant Term. If there is a subsequent increase in the cost of electricity to Redcentric, Redcentric shall be entitled to increase the relevant Charges to reflect the increased cost of electricity committed for consumption by the Customer Equipment and by an amount (calculated by reference to the space used by the Customer at the relevant data centre) to reflect the increased cost in operating the data centre environment by serving not less than twenty-eight days' written notice on the Customer.

- 4.4 Redcentric shall be entitled to increase the Charges for all Hosting Services once each Year to reflect any increase in Redcentric's costs of providing those Services, other than the cost of electricity. Such cost increases may include increases in rent, rates, taxes, service charges and other utility charges. Any increase applied by Redcentric pursuant to this clause shall consider any increases in the Charges which have been made by Redcentric in the preceding twelve months in accordance with clause 5.8 of the General Terms.

5 CUSTOMER EQUIPMENT

- 5.1 Redcentric shall be entitled to access any Customer Equipment located at its premises (including any Customer Equipment located in a private suite or locked cabinet) at any time for the purposes of performing maintenance or other works in the case of an emergency or for health and safety reasons. The Customer shall provide Redcentric with any security codes, access passes or keys necessary to enable access by Redcentric.
- 5.2 The Customer shall be solely responsible for the provision, installation, configuration and maintenance of all Customer Equipment. Risk of loss or damage to Customer Equipment shall always remain with the Customer and the Customer shall be responsible for insuring all Customer Equipment against fire, theft and all usual risks (including loss or damage caused by an event of Force Majeure).
- 5.3 The Customer shall ensure that all Customer Equipment:
- (a) is supplied, configured and used in accordance with all applicable manufacturer's instructions, safety standards, best industry practice and the reasonable instructions of Redcentric;
 - (b) is not added to, modified, removed or changed without the prior written consent of Redcentric (such consent not to be unreasonably withheld or delayed); and
 - (c) does not exceed any power utilization agreed with Redcentric.
- 5.4 At the request of Redcentric from time to time, the Customer shall promptly provide Redcentric with an accurate list of all Customer Equipment installed at any premises of Redcentric.
- 5.5 Within seven days of the date of termination of any Hosting Service in respect of which any Customer Equipment is located at any premises of Redcentric, the Customer shall remove that Customer Equipment from the premises of Redcentric during the Business Day (making good any damage and subject to the other terms of this MSA). If the Customer fails to remove the Customer Equipment within:
- (a) such seven-day period, then the Customer shall continue to pay the Charges for the terminated Hosting Service as though the Service was continuing (although Redcentric shall not be obliged to provide that Service) until such time as the Customer Equipment is removed by the Customer or otherwise disposed of by Redcentric; and
 - (b) twenty-eight days of the date of termination, Redcentric shall be entitled to: (i) place that Customer Equipment into storage (and the Customer shall pay to Redcentric on demand its Professional Services Rates for the time spent and all reasonable costs incurred by Redcentric in connection with that storage); (ii) sell that Customer Equipment accounting to the Customer for the proceeds of any sale (after first deducting any outstanding Charges and any amounts owing from the Customer to Redcentric for the time spent in effecting a sale (calculated at the Professional Services Rates) and any other reasonable costs of effecting any sale); or (iii) dispose of that Customer Equipment (and the Customer shall pay to Redcentric on demand for the time spent in effecting a disposal at the Professional Services Rates and any other reasonable costs incurred by Redcentric in disposing of that Customer Equipment).

6 REMOTE HANDS SERVICES

Where "remote hands services" are provided as part of the Hosting Services, they are provided subject to the terms applicable to Professional Services and if any work is performed over and above the work included in the relevant Hosting Services, it will be provided as a Professional Service and subject to the Professional Services Rates and Section B of the Additional Terms.

7 PCI DATA SECURITY STANDARD

To the extent that Customer Equipment is used for the storage, processing or transmission of "cardholder data" as that term is defined in the Payment Card Industry - Data Security Standard, then to the extent that the Hosting Services could impact the security of the Customer's cardholder data environment, Redcentric acknowledges that for the duration of the Hosting Services, Redcentric is responsible for the physical security of such cardholder data. Redcentric does not have logical access to any data stored on the Customer Equipment, including cardholder data, and Redcentric's responsibility acknowledged in this clause 7 is limited to the physical security of the Customer Equipment and the provision of related services in respect of such Customer Equipment, in each case in accordance with the terms and conditions of the MSA.

B ADDITIONAL TERMS THAT APPLY TO PROFESSIONAL SERVICES

1 APPLICATION OF THIS SECTION B

The provisions that follow only apply to those Services within the Professional Service Type; they do not apply to any other Service Type (except to the extent (if any) to which they are expressly incorporated into the Additional Terms for another Service Type).

2 OUTPUTS

- 2.1 Redcentric will use its reasonable endeavours to provide the Professional Services and endeavour to do so by any dates agreed between the parties in writing. Redcentric does not guarantee to be able to achieve any specific outcome from Professional Services.
- 2.2 If the Customer is dissatisfied with any Professional Services, its sole remedy shall be to complain within 30 days of completion of the relevant Professional Services and allow Redcentric a reasonable time to re-perform those Professional Services.

3 CHARGES

All Professional Services will be charged on a time and materials basis at the Professional Services Rates and invoiced Monthly in arrears.

4 INTELLECTUAL PROPERTY RIGHTS

If the Professional Services result in the creation of any Intellectual Property Rights, those Intellectual Property Rights shall vest in and be the property of Redcentric.

5 EXPENSES

In addition to the Professional Services Rates, Redcentric shall be entitled to recover its expenses which are reasonably incurred in providing the Professional Services.

C ADDITIONAL TERMS THAT APPLY TO NETWORK SERVICES

1 APPLICATION OF THIS SECTION C

The provisions that follow only apply to those Services within the Network Service Type; they do not apply to any other Service Type (except to the extent (if any) to which they are expressly incorporated into the Additional Terms for another Service Type).

2 ADJUSTMENTS TO CHARGES AND TIMINGS

- 2.1 If any Service is to include DSL or similar technology at any Customer site and such technology is found to be unavailable at that site, Redcentric will promptly advise the Customer that this is the case. The Customer shall then either agree to pay Redcentric for the time and costs of installing that technology, obtaining any wayleaves and/or consents and undertaking any necessary work and network upgrades at the Professional Services Rates and agree to revised timings or, within five Business Days of the Customer being informed that such technology is unavailable, the Customer may terminate the provision of that particular Service at the relevant site only, by serving written notice on Redcentric, subject to the Customer paying all reasonable costs incurred or committed to by Redcentric in anticipation of providing that Service to the Customer.
- 2.2 Where in connection with the provision of any Service it is necessary for a circuit to be installed at the Customer's site by a third party network provider, the Customer accepts that the installation Charges may be higher and the timings for installation longer than those specified in the Statement of Work if the third party's site survey identifies circumstances or issues not originally contemplated by the parties when they executed the relevant Statement of Work. Within five Business Days of the Customer being informed that the installation Charges and timings are to be increased, the Customer may either agree to pay the additional charges and agree to the revised timings or terminate the provision of that particular Service (or part of the Service) by serving written notice on

Redcentric, subject to the Customer paying all reasonable costs incurred or committed to by Redcentric in anticipation of providing that Service to the Customer.

- 2.3 The capacity of any circuits located at each of the Customer's sites has been agreed between Redcentric and the Customer as the bandwidth required as at the date of the relevant Statement of Work for the then current traffic flow across the Customer's network. If any subsequent modifications are required as a result of variances in actual traffic flow, such modifications shall be paid for by the Customer in addition to the relevant Charges.

3 PASS THROUGH OF THIRD PARTY COSTS

Where any third-party network provider increases its charges to Redcentric for the ongoing provision of any network or circuit used by the Customer as part of any Service, Redcentric shall be entitled to increase the relevant Charges by an amount equal to the increase in charges payable by Redcentric to the relevant third party network provider by serving not less than twenty-eight days' written notice on the Customer.

4 PROHIBITED ACTS

The following provisions shall be deemed added to clause 3.10 of the General Terms in relation to all Network Services, by insertion of the following words at the end the clause:

"and/or

- (i) to violate general standards of internet conduct and usage such as denial of service attacks, web-page defacement and port and network scanning and breaching acceptable use policies;
- (j) to violate any restrictions on the size of email;
- (k) to forge or spoof any addresses; and/or
- (l) to share network connections in a manner that allows third parties to access and use such connections."

5 SERVICE LIMITATIONS

- 5.1 Redcentric may implement traffic management measures to maintain the quality of its Services across its and its suppliers' customers.
- 5.2 The Customer (on its own behalf and as agent for its Beneficiaries) acknowledges and accepts that use of spam filters carries a small risk that messages it wishes to receive are lost. Redcentric shall not be liable for any such loss
- 5.3 The Customer's and its Beneficiaries' use of the internet is at its and their own risk.

6 TERMINATION RIGHTS (INCLUDING SPECIAL RIGHTS FOR SMALL BUSINESS CUSTOMERS)

- 6.1 In this paragraph, "Small Business Customer" means a Customer which is not a communications provider and who has ten or fewer individuals working for it (whether as employees, volunteers or otherwise).
- 6.2 Irrespective of any other term of the MSA, if the Minimum Term for any broadband based Service contracted by a Small Business Customer is stated to be more than 24 months, it will be deemed to be 24 months (even if the longer time is set out in a Statement of Work). No termination fees shall be payable for termination at the end of those 24 months.
- 6.3 Irrespective of any other term of the MSA, Small Business Customers are entitled to terminate any broadband based Service of a Network Service Type by giving Redcentric not less than 30 days' prior written notice at any time after any Minimum Term, unless the Customer expressly agrees to a longer renewal at the end of its initial Minimum Term.

7 VARIATIONS TO THE MSA

Redcentric shall be entitled to make such reasonable amendments to any document comprising the MSA as may be necessary from time to time to ensure Redcentric's and the MSA's continuing compliance with any applicable legislation, law, code of practice and/or licence condition. Where those changes have a material detrimental effect on the Customer Redcentric shall give the Customer not less than 31 days' notice and in those circumstances, the Customer shall be entitled, for the 60 days following Redcentric's notice, to terminate any affected Services which are a of Network Service Type (but no other Services) on 30 days' notice without payment of any termination fees.

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