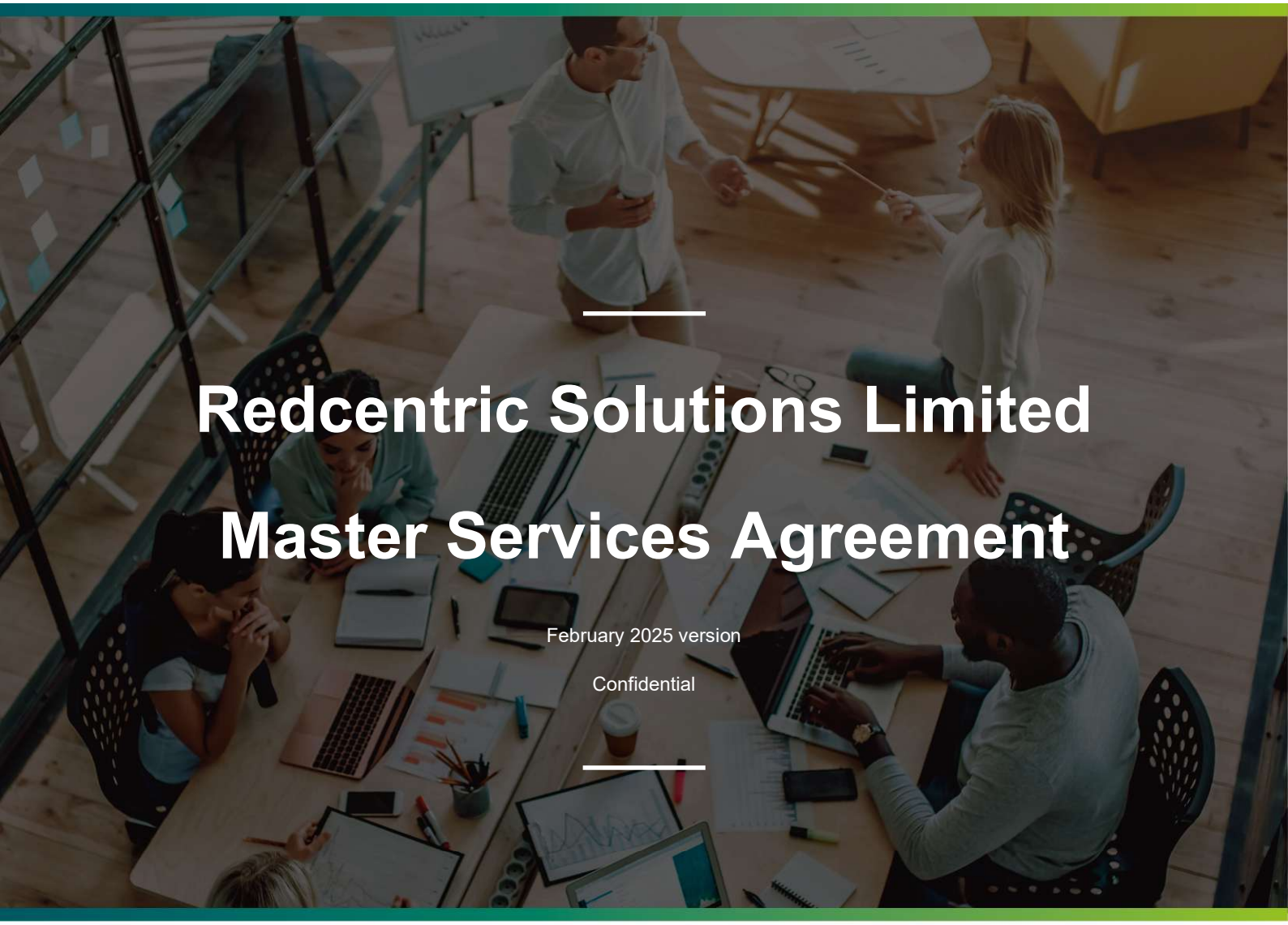

Redcentric Solutions Limited

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 Solutions Limited (Company Number 8322856) 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 6.7.

"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.

"Customer Technical Summary" means a detailed technical summary of the IT and/or communications infrastructure of the Customer or the Customer's data storage, irrespective of whether it was:

- prepared by the Customer; or
- prepared by Redcentric on the basis of information provided by the Customer.

"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 (whether it is installed at the Customer's or Redcentric's premises) 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.

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

"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.

"General Conditions of Entitlement" means the general conditions of entitlement notified by Ofcom under section 48 of the Communications Act 2003 from time to time.

"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).

"Hardware" means any equipment ownership of which is expressly described in a Statement of Work as to be transferred to the Customer or any Beneficiary.

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

- patents;
- utility models;

- chip topography rights;
- copyright;
- moral rights;
- trade marks;
- 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 any and 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 in the course of 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);
- the Customer Technical Summary (if there is one); 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.

"Ofcom" means the UK's communications regulator of that name, or any regulator that is successor to some or all of those responsibilities.

"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.

"Planned Outage Window" means any time between 04:00 hours and 06:00 hours on a Tuesday or Thursday (except for any managed back up Service or managed archive Service where it means any time between 11:00 hours and 15:00 hours on a Tuesday or Thursday), those times being the times during which planned maintenance activities are intended to take place.

"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, as described in clause 2.3.

"Software" means any software which is made available by Redcentric for use by the Customer (and/or any Beneficiary) in connection with, or as part of, any Service, whether by provision of a copy of the software or by allowing remote access and/or use of the software. Standard Software shall not be included in the definition of Software.

"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.

"Standard Software" means third party software which is to be procured by Redcentric for the Customer or a Beneficiary under the terms of a licence in the name of the Customer or Beneficiary.

"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**
Voice	Section A
Network	Section B
Data	Section C
HSCN	Section D
Hosting	Section E
IaaS/SaaS	Section F
Professional Services	Section G
Hardware sale	Section H
Software licence	Section I
Wireless LAN	Section J
Microsoft Cloud	Section K
On Premise Maintenance	Section L
Citrix Products	Section M

2.3 The Service Type applicable to each Service is set out and kept up to date on the following web page: http://www.redcentricplc.com/contractual-service-definitions/ and the Customer is advised to print that page periodically so that it has a clear record of which Service Type and Additional Terms apply to each Service that it obtains from Redcentric.

2.4 The Service Types and Additional Terms structure is designed to avoid the Customer needing to review terms that are not relevant to it and Redcentric acknowledges that the Customer has only reviewed the Additional Terms that apply to the Services that the Customer is intending to buy at the date of this MSA. If the Customer wishes to add Services of a different Service Type through a later Statement of Work, Redcentric will enter into bona fide negotiation with the Customer in relation to the Additional Terms applying to the new Service Types, if the Customer requests changes before executing the Statement of Work for those new Services.

2.5 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 access to its premises and assistance reasonably required by Redcentric to install Equipment or Hardware 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, Software or Service (including the technical specification for any Service, the Equipment or the Software 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) during the Planned Outage Window for the purposes of carrying out amendment, variation, change, repair, maintenance or improvement of or to any Service, Software and/or Equipment, 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 (including Ofcom's General Conditions of Entitlement and the Privacy and

Electronic Communications (EC Directive) Regulations 2003) 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 13.4(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 (including Ofcom's General Conditions of Entitlement) 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 Monthly, in advance (as further detailed in the table below). 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 (as further detailed in the table below). 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. The following invoicing methods may be referred to in a Statement of Work, and they have the following meanings (and any consequential implications for Service Credits are set out in the last column):

Description in SoW	Invoicing arrangements	Effect on Service Credits (if applicable)
"1 year in adv"	Invoice raised on the date that the relevant Service is ready for use (or the anniversary of that date).	Any Service Credits due in respect of any Month that ends more than a week before the date of an invoice, and which has not been credited previously, will be credited in the next annual invoice.
"2 years in adv"	Invoice raised on the date that the relevant Service is ready for use (or the second anniversary of that date).	Any Service Credits due in respect of any Month that ends more than a week before the date of an invoice, and which has not been credited previously, will be credited in the next invoice.
"3 years in adv"	Invoice raised on the date that the relevant Service is ready for use (or the third anniversary of that date).	Any Service Credits due in respect of any Month that ends more than a week before the date of an invoice, and which has not been credited previously, will be credited in the next invoice.
"4 years in adv"	Invoice raised on the date that the relevant Service is	Any Service Credits due in respect of any Month that

	ready for use (or the fourth anniversary of that date).	ends more than a week before the date of an invoice, and which has not been credited previously, will be credited in the next invoice.
"5 years in adv"	Invoice raised on the date that the relevant Service is ready for use (or the fifth anniversary of that date).	Any Service Credits due in respect of any Month that ends more than a week before the date of an invoice, and which has not been credited previously, will be credited in the next invoice.
"Qtly in adv"	Invoice raised each quarter; "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).	Any Service Credits due in respect of any Month that ends more than a week before the date of an invoice, and which have not been credited previously, will be credited in the next quarterly invoice.
"4 weeks in arrears"	Invoice raised every four weeks; 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 four-week period.	Any Service Credits due in respect of any Month that ends more than a week before the date of an invoice, and which has not been credited previously, will be credited in that four-weekly invoice.
"Arrears mthly"	Invoice raised Monthly; 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 Month (and be adjusted on a pro rata time basis from the full Monthly amount), and billed according to usage in the invoiced month.	N/a
"Adv mthly"	Invoice raised Monthly; 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 Month (and be adjusted on a pro rata time basis from the full Monthly amount).	N/a
"Qtly in arrears"	Invoice raised each quarter; "quarter" for this purpose	Any Service Credits due in respect of any Month that

	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).	ends more than a week before the date of an invoice, and which has not been credited previously, will be credited in that quarterly invoice.
"Immediate"	Invoice raised on or after the Customer signing the relevant Statement of Work.	N/a
"On delivery"	Invoice raised on or after the delivery of the applicable items.	N/a

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 The Customer must provide any purchase order number or other reference which it wishes to appear on any invoice at least twenty-eight days prior to the date on which the invoice in question is to be raised. The Customer shall not be entitled to reject any invoice issued by Redcentric on the ground that it fails to include a purchase order number or other reference where the Customer has failed to notify it to Redcentric in accordance with this clause 5.4.

5.5 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).

5.6 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 5.6 or otherwise) in respect of any amounts withheld by Redcentric in accordance with any express right Redcentric has reserved elsewhere in this MSA.

5.7 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), except to the extent permitted by clauses 5.8 and 6.9. 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.

5.8 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 5.6.

5.9 Unless otherwise expressly stated in the applicable Statement of Work, Services are priced on the basis that all:

(a) Professional Services; and

(b) installation and/or implementation and/or maintenance and/or change work carried out by Redcentric, whether on Customer premises or the premises of any Beneficiary, or at Redcentric's data centres,

will be carried out by Redcentric during the Business Day. If the Customer requests that any such Services are carried out outside the Business Day ("Out of Hours Work"), such Out of Hours Work will be subject to Redcentric's agreement, and (i) to Redcentric having suitable resource available; and (ii) to additional Charges, in accordance with Redcentric's then standard charging rates for such Out of Hours Work. The Charges for the Out of Hours work will be quoted by Redcentric to the Customer in writing on a case-by-case basis and accepted in writing by the Customer before the Out of Hours Work commences. If no additional Charges are agreed, Redcentric will carry out the relevant Services during the Business Day and in accordance with the Statement of Work.

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. If performance of a particular Service in a Month is worse than the applicable Floor Service Level the Customer shall be entitled to seek damages for its losses, subject to the terms set out in clause 13.

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 but performing better than the relevant Floor Service Level. Service Credits therefore represent the full extent of Redcentric's liability for failure to achieve the relevant Service Level where that failure is not worse than the Floor Service Level. Where that failure is worse than the Floor Service Level the payment of Service Credits shall be without prejudice to the Customer's entitlement to seek damages for its losses, provided that in any claim for damages by the Customer full credit shall be given for any Service Credits paid by Redcentric in respect of the same Service Level failure.

6.3 Payment of the relevant Service Credits by Redcentric shall represent the Customer's sole and exclusive remedy in respect of any failure by Redcentric to achieve the relevant Service Level where that failure is not worse than the Floor Service Level and the Customer hereby waives its right to claim for any additional loss and damage suffered by it in excess of the value of the Service Credits in question where the relevant Floor Service Level has not been breached.

6.4 In no event shall the value of any Service Credits due from Redcentric in respect of any particular 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.

6.5 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.

6.6 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.

6.7 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 maintenance during the Planned Outage Windows;

(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 6.7(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.

6.8 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.

6.9 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 6.8, 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.

6.10 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 CHARGES ADJUSTMENT AND ADDITIONAL COST ITEMS

7.1 In addition to the rights set out in clauses 7.2 or 7.3, Redcentric shall be entitled 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.

7.2 Certain of Redcentric's costs are not within its control. Whenever there is:

- an increase in the cost of third party software used to provide any Service which is greater than the increase in the CPI occurring over any Year; and/or
- 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 any increase in third party software costs and/or in consequence of a 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.

7.3 The Charges for Services of specific Service Types may also be increased in the manner set out in the Additional Terms.

8 CUSTOMER TECHNICAL SUMMARY

8.1 The Customer accepts that any Customer Technical Summary has been, or will be, relied on by Redcentric to design the Services and to produce any Technical Contract Documents for the Services to which it relates and to determine the applicable Charges for those Services. The Customer warrants to Redcentric that:

- any Customer Technical Summary provided by it (and/or any Beneficiary); and/or
- any information provided by it (and/or any Beneficiary) to enable Redcentric to complete the Customer Technical Summary or upon which Redcentric relies to design its Services or determine the Charges,

is complete, accurate and not misleading in any way.

8.2 If the warranty set out in clause 8.1 proves to be untrue, Redcentric shall be entitled to charge the Customer for all additional time and materials expended by Redcentric as a result of the inaccuracy at

Redcentric's Professional Services Rates. If the on-going cost to Redcentric of providing the relevant Services is increased as a result of any inaccuracy in the warranty set out in clause 8.1, Redcentric shall be entitled to make a reasonable addition to the on-going cost of its Services by providing notice to the Customer.

9 PREMISES

9.1 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).

9.2 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.

9.3 Whilst on any premises of the other party, Redcentric and the Customer (including any Beneficiaries) shall comply with all reasonable site procedures of the other party notified to it in advance in writing. While any representative of a party (or in Redcentric's case, its subcontractors) is on the premises of the other (or the premises of any Beneficiary), that other will ensure that it provides a suitable and safe working site.

9.4 Whenever any work is to be undertaken by the Customer, Redcentric or a third party at any premises of the Customer in connection with the provision of a Service (including preparations required to allow provision of the Services), the Customer shall be solely responsible for obtaining (at its own cost and in sufficient time to enable the work in question to be undertaken in good time) any necessary consents required to undertake that work, including landlord's consent and wayleaves or easements required to enable network communications to be made to the Customer's (or its Beneficiaries') premises. The Customer shall complete any such alterations and obtain all such consents wayleaves and easements by the required dates.

9.5 Redcentric will work with the Customer to identify the alterations, consents wayleaves and easements required by the Services, when requested by the Customer (the Customer acknowledging that Redcentric may not have full knowledge of those requirements until after work to install a Service has begun as the appropriate installation sites and routes may not initially be apparent).

9.6 The Customer shall allow Redcentric such access to any of the Customer's and its Beneficiaries' premises at such times as Redcentric may request to enable it to perform its obligations under the MSA, including access to enable Redcentric to install, alter, vary, change, maintain, repair, replace or upgrade Equipment and Software or, on termination or expiry of the MSA or any applicable Service, to remove Equipment and Software from those premises. Neither the Customer nor any Beneficiary shall be entitled to deny Redcentric (or any third party acting for Redcentric) access to any of its premises in such circumstances by reason of any dispute (and the Customer shall ensure that its Beneficiaries act accordingly). Where requested by Redcentric, such access may include remote (as opposed to physical) access to Equipment and Software installed at any premises of the Customer or its Beneficiaries; the Customer shall cooperate fully with Redcentric in order to allow such access and procure that its Beneficiaries also cooperate in that manner.

9.7 Redcentric shall use its reasonable endeavours to undertake any work which requires access to the Customer's or its Beneficiaries' premises during the Business Day but reserves the right to require out of hours access. Where the Customer requests that Redcentric undertakes any work at the premises of the Customer or its Beneficiaries outside of the Business Day, Redcentric reserves the right to make an additional charge in respect of the provision of such out of hours work in accordance with the Professional Services Rates.

10 CUSTOMER DEPENDENCIES

10.1 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 the all Customer Dependencies are fulfilled in the manner and timescales required by the MSA shall be deemed extended by a reasonable time.

10.2 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.

10.3 The Customer shall always cooperate (and procure that the Beneficiaries cooperate) with Redcentric in connection with the provision of the Services.

10.4 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.

11 REDCENTRIC EQUIPMENT

11.1 Where Redcentric or a third party installs any Equipment or Software at any premises of the Customer and/or any Beneficiary as part of any Service, such Equipment and Software shall at all times remain in the ownership of Redcentric or the third party owner. Neither the Customer nor any Beneficiary shall acquire any rights of ownership in, or title to, any such Equipment or Software, nor any lien or other similar rights over such Equipment or Software (whether by operation of law or otherwise).

11.2 Risk of damage to or loss of any Equipment or Software of Redcentric or any third party owner installed at any premises of the Customer and/or any Beneficiary shall be borne by the Customer from the time such Equipment or Software is installed by Redcentric or the third party until Redcentric or the third party commences its removal. The Customer shall ensure that such Equipment and Software is insured at its own cost against fire, theft and all usual risks (including loss or damage caused by an event of Force Majeure).

11.3 In the event of any damage to or loss of any Equipment or Software whilst at the risk of the Customer (other than damage or loss caused by Redcentric or the relevant third party), the Customer shall pay to Redcentric the cost of repairing or replacing (as applicable) the Equipment or Software in question regardless of whether or not such costs are recoverable by the Customer under the policy of insurance maintained by it.

11.4 In respect of any Equipment or Software installed at any premises of the Customer and/or any Beneficiary, the Customer shall (and shall procure that each Beneficiary shall):

(a) take reasonable care of that Equipment or Software, such obligation to include prohibiting any person other than those authorised by Redcentric to damage, alter, tamper with, move, remove, replace or repair that Equipment or Software;

(b) immediately inform Redcentric of any damage to, loss of or alterations to such Equipment or Software;

(c) maintain at its own cost any operating environment for that Equipment or Software as may be reasonably specified by Redcentric from time to time;

(d) provide at its own cost an adequate electricity supply and suitable earth connections for that Equipment or Software;

(e) not remove, alter or obscure any labels or markings which identifies that Equipment or Software as the property of Redcentric or a third party;

(f) not sell, charge, mortgage or otherwise encumber that Equipment or Software; and

(g) allow Redcentric to collect any such Equipment or Software at any time in the 60 days following termination or expiry of the relevant Service (but this right shall not apply in relation

to Hardware which has been sold to the Customer or the relevant Standard Software that has been expressly licensed to the Customer on a perpetual basis).

11.5 The obligations of the Customer pursuant to clause 11 shall continue notwithstanding the termination of the MSA or any applicable Service until such time as Redcentric has removed the relevant Equipment and Software from the Customer's and its Beneficiaries' premises.

12 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.

13 LIMITATION OF LIABILITY

13.1 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.

13.2 Subject to the other provisions of this clause 13, 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.

13.3 Subject to clause 13.4(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 20, 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.

13.4 None of the provisions of this clause 13 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, Equipment or Software of Redcentric, its Group Companies or its third party suppliers.

13.5 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 13 and the caps on liability set out in this clause 13 shall apply to all such claims in the aggregate.

14 TERM AND TERMINATION

14.1 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).

14.2 All of 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 of 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).

14.3 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.

14.4 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 particular occasion.

14.5 If the Customer exercises its right to terminate the provision of a Service pursuant to clause 14.4, 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.

14.6 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.

14.7 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 5.8) 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 5.8) 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.

14.8 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 28. Without limiting the previous

sentence, the Customer accepts that an email to its Redcentric account manager shall not suffice as a termination notice.

14.9 Termination of the provision of any individual Service shall not affect the remaining Services or the continuing applicability of the MSA.

14.10 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.

15 FORCE MAJEURE

15.1 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.

15.2 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.

15.3 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.

16 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.

17 SOFTWARE LICENSING AND INTELLECTUAL PROPERTY RIGHTS

17.1 Ownership of all and any Intellectual Property Rights in any Software and/or the Services shall at all times remain vested in Redcentric and/or its third party licensors (as appropriate). Neither the Customer nor any Beneficiary shall acquire ownership of or title to any such Intellectual Property Rights pursuant to the MSA or the provision of any Services to it.

17.2 Subject to the payment by the Customer of the Charges for the relevant Service and the compliance by the Customer (and all Beneficiaries) with the obligations placed upon the Customer and the Beneficiaries under the MSA, Redcentric grants to the Customer a non-exclusive, non-transferable, revocable licence to use the Software to the extent necessary to utilise the Service to which it relates, but only during the Term of the Service in question and subject to any limitations set out in the MSA. Redcentric also consents to the Customer granting its Beneficiaries (and the Customer's and its Beneficiaries' employees who are authorised to use the Services from time to time) a non-exclusive, non-transferable, revocable sub-licence to use the Software to the extent necessary for them to utilise the Service to which it relates, but only during the Term of the Service in question, only for so long as the Beneficiaries are Group Companies of the Customer and the employees are employees of the Customer or any Beneficiary and, in each case, on condition that such sub-licence terminates on or before the date on which the Customer's licence terminates (for whatever reason).

17.3 The Customer will not and will not permit any third parties (including the Beneficiaries and the Customer's and its Beneficiaries' employees who are authorised to use the Services from time to time) to:

(a) distribute or allow others to distribute copies of the Software or any part thereof to any third party;

(b) tamper with, remove, reproduce, modify, amend or copy the Software or any part thereof;

(c) provide, rent, sell, lease, license or otherwise transfer the Software or any copy or any part thereof or use it for the benefit of a third party;

(d) reverse assemble, disassemble, decompile or reverse engineer the Software or any part thereof;

(e) attempt to discover the source and/or object code of the Software or any other underlying proprietary information;

(f) remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in the Software; and/or

(g) use the Software in any circumstance where non-fault tolerant software is required, including in any application or situation where failure could lead to death or bodily injury or severe physical or environmental damage.

17.4 Clause 17.3 shall apply without prejudice to any rights which the Customer may have in respect of the Software which cannot lawfully be limited or excluded. The Customer accepts that compliance with the restrictions in clause 17.3 may be verified and enforced directly by Redcentric's third party suppliers of the relevant Software in accordance with the Contracts (Rights of Third Parties) Act 1999.

17.5 The Customer accepts that no warranties or representations are made to the Customer by any of Redcentric's third party suppliers of the Software, whether in relation to the Software or the Services that include the Software and that those third party suppliers are under no obligation to provide maintenance to any such Software for the Customer or its Beneficiaries.

17.6 Certain Services are dependent on Software which is licensed to Redcentric by third parties. If any such Software ceases to be available for use in those Services, Redcentric may (in its absolute discretion) replace that Software with functionally equivalent Software or terminate the provision of the relevant Service by giving the Customer not less than 14 days' prior written notice.

17.7 Certain Software, use of which is licensed to Redcentric by third parties, may require the Customer and/or the Beneficiaries to enter into an end user agreement with the relevant third party licensor and it shall be a condition of the provision of the Service in question that the Customer and the Beneficiaries enter into and abide by the terms of any applicable end user agreement.

17.8 Subject to compliance by the Customer and each Beneficiary (and by the Customer's and its Beneficiaries' employees who are authorised to use the Services from time to time) with clause 17.3, Redcentric warrants that (where applicable) it is authorised to sub-license use of Software in which the Intellectual Property Rights are owned by a third party to the Customer in connection with the provision of the relevant Services.

17.9 Subject to compliance by the Customer with clause 17.10, Redcentric shall indemnify the Customer for all losses, claims, liabilities, expenses and costs which the Customer or any Beneficiary may incur to a third party as a result of the use or possession by the Customer or any Beneficiary in accordance with the MSA of any Software in which the Intellectual Property Rights are owned by Redcentric being found to infringe the Intellectual Property Rights of any third party.

17.10 The indemnity set out in clause 17.9 shall only have effect if the Customer:

(a) as soon as reasonably possible informs Redcentric of any claim which it receives or which it becomes aware that it may receive;

(b) makes no admission as to liability in respect of any claim or potential claim without the prior written consent of Redcentric (and procures that no Beneficiary makes any such admission);

(c) allows Redcentric (at the cost of Redcentric) to have sole conduct and control of the defence and/or settlement of any claim or potential claim; and

(d) provides (and procures that the Beneficiaries provide) Redcentric with such support, information and assistance as it may reasonably request in connection with the investigation, defence and/or settlement of any claim or potential claim. Redcentric shall on request, refund the reasonable and demonstrable expenses of the Customer and any Beneficiary incurred in complying with its obligations pursuant to this clause 17.10(d).

17.11 Certain Services require the Customer and its Beneficiaries to obtain licences to use specific Software, as set out in the Technical Contract Documents, Service Definition or Statement of Work. Other Services allow the Customer and its Beneficiaries to install other software of their choice ("Other Software"). In those circumstances the Customer undertakes that it and all Beneficiaries will at all times have the relevant rights to use the relevant Software and Other Software and the Customer hereby indemnifies Redcentric against all claims, losses and costs that Redcentric suffers in consequence of any breach of that undertaking. The Customer also agrees that on request by Redcentric from time to time, the Customer will inform Redcentric of the Other Software it has loaded onto any Equipment that Redcentric

is providing as part of the Services, the number of users of that Other Software and demonstrate to Redcentric's reasonable satisfaction that all that Other Software is properly licensed.

17.12 Where Services permit usage of Software by a particular number of people, or on or via a particular number of computers, servers (whether virtual or physical), processors, cores or any other measurement unit ("Units") or are charged for by reference to the number of Units on which the Software is installed or used, the Customer shall promptly on Redcentric's demand from time to time, confirm the number of users, the number of Units on which the relevant Software is then installed or being used and the identity of the users of those Units. The Customer accepts that Redcentric is entitled to share such information (and all information provided under clause 17.11), together with the Customer's and its Beneficiaries' names and addresses, with the third party licensors of such Software from time to time. The Customer hereby indemnifies Redcentric against all claims, losses and costs that Redcentric suffers in consequence of the Software being used by more users or on any Units in excess of the permitted usage.

18 CHANGE CONTROL

18.1 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).

18.2 The Customer shall pay for Redcentric's time spent considering changes requested by the Customer (or any Beneficiary) at the Professional Services Rates.

18.3 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).

19 ANTI CORRUPTION AND MODERN SLAVERY

19.1 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.

19.2 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.

20 DATA PROTECTION AND SECURITY

20.1 For the purposes of this clause 20 the terms **"Controller"**, **"Processor"** and **"Data Subject"** shall have the meanings respectively ascribed to them in the Data Protection Legislation.

20.2 The parties acknowledge that for the purposes of the Data Protection Legislation, subject to clause 20.11, the Customer is the Controller and Redcentric is the Processor.

20.3 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 20 and/or with the Data Protection Legislation; and

(b) without prejudice to the express provisions of this clause 20, comply, and procure that its Staff comply, with its obligations under the Data Protection Legislation,

provided that this clause 20.3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

20.4 Redcentric and the Customer will enter into 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 20 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.

20.5 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 20, the Customer will promptly notify Redcentric in writing and any necessary changes will be dealt with in accordance with clause 18 (Change Control).

20.6 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 in order 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 20.12, 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 25) 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 20.6(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).

20.7 In the event of any material breach of this clause 20, the provisions of clause 14.6(a) (termination for material breach) shall apply.

20.8 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 20) where copies of that data might be created or stored.

20.9 Without prejudice and subject to any express obligations in this clause 20 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.

20.10 Redcentric may, at any time on not less than 30 days' notice, revise this clause 20 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).

20.11 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 20.12.

20.12 (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, Registration number:48738; address 8th Floor, Plot No 30/A, Survey No 83/1, TSIIC – 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.

20.13 This clause 20 shall survive termination of this Agreement.

21 ENCRYPTION KEYS AND LOGIN DETAILS

21.1 Where, in order to make use of any Service, the Customer and/or any Beneficiary is provided with any encryption keys by Redcentric, those encryption keys shall be held at the risk of the Customer or Beneficiary (as appropriate) and it shall be the sole responsibility of the Customer or Beneficiary (as appropriate) to ensure that those encryption keys are kept safe and secure. Redcentric agrees that it will not keep copies of any encryption key provided to the Customer or Beneficiary (as appropriate). The Customer acknowledges that Redcentric shall not be able to undertake the restoration of any data where the Customer or Beneficiary (as appropriate) has lost any applicable encryption key provided to it and that Redcentric shall have no liability to the Customer or any Beneficiary (as appropriate) in such circumstances.

21.2 The Customer shall make sure that the logon and password details issued to the Customer and/or any Beneficiary (or the authorised users of any of them) or by the Customer and/or any Beneficiary (or the authorised users of any of them) from time to time in connection with the Services are kept secure, are not shared and are managed prudently. The Customer agrees that Redcentric is entitled to treat any action or instruction made via a logon and password as a valid action or instruction.

22 ENFORCEMENT OF THE MSA BY THIRD PARTIES

22.1 No person who is not a party to the MSA shall have any right to enforce the MSA pursuant to the Contracts (Rights of Third Parties) Act 1999, except as expressly set out in the MSA.

22.2 The parties shall be entitled to amend the terms of this MSA or to agree to its termination without being required to obtain the consent of any person who is otherwise entitled to enforce the terms of this MSA.

23 CONFIDENTIALITY

23.1 Subject to clauses 23.2, 23.3 and 23.4, 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.

23.2 Subject to clauses 23.3 and 23.4, 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.

23.3 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.

23.4 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 (including as envisaged pursuant to Section A of the Additional Terms and under the Monitoring Requirements).

24 NO STAFF TRANSFERS

24.1 The parties have agreed that they do not expect any transfers of staff to Redcentric from the Customer (or any Beneficiary or any contractor engaged by the Customer or any Beneficiary) at the outset of this MSA or on the addition of any new Service, nor any transfers of staff to the Customer (or any Beneficiary or any contractor engaged by the Customer or any Beneficiary to provide services in replacement to the Services) from Redcentric at the termination or expiry of this MSA or any Service.

24.2 If, notwithstanding the expectations set out in clause 24.1, any transfer of staff to Redcentric from the Customer (or any Beneficiary or any contractor engaged by the Customer or any Beneficiary) occurs at the outset of this MSA or on the addition of any new Service, then:

(a) The parties will promptly notify each other giving all details and provide all relevant information to each other and conduct any communication, consultation and/or discussion that they are required to conduct with affected individuals or their unions.

(b) Redcentric may decide to employ the individual concerned on a long-term basis or:

- require the Customer to use its reasonable endeavours to employ the individual in place of Redcentric as soon as possible; or, if a request has been made under this clause 24.2 but that has not resulted in the individual's contract of employment being with the Customer within 10 Business Days of the request being made
- at any time within 12 months of the transfer occurring (or new contract arising), Redcentric may terminate the contract of employment of the individual concerned, taking reasonable steps to minimise the costs of that termination.

(c) If an individual's employment transfers to Redcentric and Redcentric decides not to take that person on as a long term employee and Redcentric incurs any liability or cost in connection with that employment or the termination of that employment, the Customer will indemnify Redcentric against all such liabilities and costs from time to time, promptly on demand.

24.3 If, notwithstanding the expectations set out in clause 24.1, any transfer of staff to the Customer (or any Beneficiary or any contractor engaged by the Customer or any Beneficiary) from Redcentric occurs at the termination or expiry of this MSA or any Service, then:

(a) The parties will promptly notify each other giving all details and provide all relevant information to each other and conduct any communication, consultation and/or discussion that they are required to conduct with affected individuals or their unions.

(b) The Customer (or any Beneficiary or any contractor engaged by the Customer or any Beneficiary) may decide to employ the individual concerned on a long-term basis or:

- require Redcentric to use its reasonable endeavours to employ the individual in place of the Customer (or any Beneficiary or any contractor engaged by the Customer or any Beneficiary) as soon as possible; or, if a request has been made under this clause 24.3 but that has not resulted in the individual's contract of employment being with Redcentric within 10 Business Days of the request being made
- at any time within 12 months of the transfer occurring (or new contract arising), the Customer (or any Beneficiary or any contractor engaged by the Customer or any Beneficiary) may terminate the contract of employment of the individual concerned, taking reasonable steps to minimise the costs of that termination.

(c) If an individual's employment transfers to the Customer (or any Beneficiary or any contractor engaged by the Customer or any Beneficiary) in circumstances where that entity decides not to take that person on as a long term employee and the Customer (or any Beneficiary or any contractor engaged by the Customer or any Beneficiary) incurs any liability or cost in connection with that employment or the termination of that employment, Redcentric will indemnify the Customer against all such liabilities and costs from time to time, promptly on demand.

25 AUDIT RIGHTS

25.1 The Customer may, on no more than one occasion in any Year, audit Redcentric's performance of this MSA as it relates to the following Service Types (but shall have no such right in relation to any other Services): Data Services, Hosting Services and IaaS/SaaS Services ("Audit 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 Audit 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 Audit Services; and

(e) Redcentric will provide the Customer and its representatives with such copies of the Customer's documents and records related to the Audit Services as they may request from time to time.

25.2 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 Audit Services, Redcentric will attend (or ensure that the relevant people attend) that interview and permit the required audit and cooperate with the relevant regulator.

25.3 All rights set out in this clause 25 are subject to the terms of the General Terms, including clauses 3.6 and 9.

25.4 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 25 at the Professional Services Rates.

25.5 If the Customer buys Services which comprise more than one of Data Services, Hosting Services and IaaS/SaaS Services it will still only be allowed one audit per year in total, but that audit may cover all such Audit Services.

25.6 Redcentric may from time to time agree to permit audits over and above those set out in clause 25. Redcentric shall be entitled to charge the Customer at the Professional Services Rates for any time spent in connection with any such audits.

25.7 Redcentric's then current rules for audits shall apply to all audits.

26 AMENDMENTS TO THE MSA

26.1 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.

26.2 Subject to clause 26.1 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.

27 ASSIGNMENT OF THE MSA AND SUB-CONTRACTING

27.1 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 27.1, 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.

27.2 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.

27.3 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.

27.4 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.

28 NOTICES

28.1 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	The Company Secretary, Central House, Beckwith Knowle,
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)	start of this MSA	Otley Road, Harrogate, HG3 1UG And for email: Companysecretary @redcentricplc.com

28.2 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.

28.3 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 28.1 have been met.

29 GENERAL

29.1 The express terms of this MSA contain all of 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.

29.2 The parties agree that any and all representations (other than any fraudulent representations) which may have been made in the course of negotiating this MSA, but which are not expressly repeated in this MSA, have been withdrawn.

29.3 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.

29.4 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.

29.5 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.

29.6 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.

29.7 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.

29.8 Time shall not be of the essence of any date or obligation set out in the MSA.

29.9 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).

Schedule – Additional Terms

The additional terms set out below apply to all Services of the Service Type that appears at the start of the relevant Section.

A ADDITIONAL TERMS THAT APPLY TO VOICE SERVICES

1 APPLICATION OF THIS SECTION A

The provisions that follow only apply to those Services within the Voice 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 the Schedule, the following terms have the following meanings.

"Artificial Inflation of Traffic" means any behaviour that artificially causes calls to be made or artificially prolongs calls.

"PhonepayPlus" means PhonepayPlus of Clove Building, 4 Maguire Street, London, SE1 2NQ, being the current UK regulator for Premium Rate Services.

"PhonepayPlus Code of Practice" means the code of practice of PhonepayPlus from time to time in force, which is available via www.phonepayplus.org.uk.

"Premium Rate Service" has the meaning given in s120 of the Communications Act 2003.

"Regulated Service" means any Service, the provision of which by Redcentric to the Customer is subject to regulation by PhonepayPlus and/or any Service which is to be used by the Customer or any Beneficiary to provide Premium Rate Services.

"Regulated Services Information Form" means the form with that title which the Customer is required to complete and return to Redcentric prior to commencing the provision of any Premium Rate Service.

"Small Business Customers" 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).

"Telephone Service" means any Service which includes the provision of facilities to make or receive telephone calls together with any related services.

3 SUSPENSION

Redcentric reserves the right to suspend or vary any Voice Service (or part of a Voice Service and whether generally or in respect of the Customer and/or its Beneficiaries only) where it is required to do so by any regulatory body (including PhonepayPlus), or as a result of the loss, amendment or revocation of any licence which Redcentric requires to provide that Voice Service (including Ofcom's General Conditions of Entitlement). During the period of any such suspension the Charges for the suspended Voice Service (or part thereof) will not be payable unless the suspension arises as a consequence of an act or omission of the Customer, its Beneficiaries or their employees or agents or any persons authorised by any of them to use the Voice Service.

4 REGULATED SERVICES

4.1 In respect of any Regulated Service, the Customer warrants that it is aware of, and fully familiar with, all applicable requirements of the PhonepayPlus Code of Practice. The Customer agrees (for the benefit of both Redcentric and the benefit of PhonepayPlus) that it shall fully comply (and procure that its Beneficiaries fully comply) with its and their obligations under the PhonepayPlus Code of Practice, together with any directions which are made by PhonepayPlus in accordance with that Code of Practice from time to time. The Customer shall not (and shall procure that no Beneficiary shall) advertise, promote or provide any Premium Rate Service before Redcentric has given its written consent to the Customer providing the relevant Premium Rate Service (and the parties agree that such consent may be subject to such conditions as Redcentric requires).

4.2 Without prejudice to the generality of clause 4.1, the Customer warrants that:

(a) each of it and each of its Beneficiaries have (and will maintain) sufficient financial and other resources necessary to discharge its and their obligations under the PhonepayPlus Code of Practice fully, in light of the intended Regulated Services and Premium Rate Services and

shall provide to Redcentric such evidence of those resources as Redcentric may request from time to time;

(b) each of it and each of its Beneficiaries have in place (and will maintain) adequate customer service arrangements (including a non-premium rate UK customer services telephone number) and refund mechanisms for users of any Premium Rate Services which are provided by the Customer or any Beneficiary, such arrangements being as a minimum sufficient to enable the Customer and/or relevant Beneficiary to discharge its obligations under the PhonepayPlus Code of Practice;

(c) no sanction has been imposed against it or any Beneficiary (or any officer, employee, agent or subcontractor of the Customer or any Beneficiary) by PhonepayPlus which would prohibit Redcentric from providing any Regulated Service to the Customer and/or any Beneficiary; and

(d) it shall immediately inform Redcentric should any sanction be imposed against it or any Beneficiary (or any officer, employee, agent or subcontractor of the Customer or any Beneficiary) by PhonepayPlus which would prohibit Redcentric from providing any Regulated Service to the Customer or any Beneficiary.

4.3 Prior to Redcentric making any Regulated Service available to the Customer or any Beneficiary, the Customer shall:

(a) complete and return to Redcentric a Regulated Services Information Form and inform Redcentric of any subsequent updates to the information provided on that form; and

(b) provide to Redcentric a copy of the registration form lodged by the Customer or any Beneficiary with PhonepayPlus together with a copy of the acknowledgement of receipt of that form issued by PhonepayPlus.

4.4 Redcentric reserves the right to:

(a) immediately terminate without any liability to the Customer or any Beneficiary (including any liability to pay Service Credits) the provision by Redcentric of all or part of any Regulated Service (including the right to terminate the Customer's and/or any Beneficiaries' access to any or all telephone numbers allocated to the Customer or any Beneficiary by Redcentric or ported to Redcentric) either at the direction of PhonepayPlus or in order to prevent or remedy any actual or suspected breach by Redcentric or the Customer and/or any Beneficiary of the PhonepayPlus Code of Practice;

(b) withhold out of any amount due from Redcentric to the Customer (including out of any revenue share due to the Customer) such amount of money as may be specified by PhonepayPlus for such period of time as may be specified by PhonepayPlus, without any liability to the Customer or any Beneficiary;

(c) pay out of any sums withheld by it pursuant to clause 4.4(b) such outstanding fines or administrative charges which may be due from the Customer and/or any Beneficiary to PhonepayPlus as may be requested by PhonepayPlus without any liability to the Customer or any Beneficiary (in which case the Customer shall cease to be entitled to recover that amount from Redcentric); and/or

(d) pay refunds on behalf of the Customer and/or any Beneficiary, as requested by PhonepayPlus, and recover the reasonable administration costs of doing so (in which case the Customer shall cease to be entitled to recover those amounts from Redcentric).

4.5 The Customer acknowledges that Redcentric is required to monitor the Regulated Services it provides and the Premium Rate Services the Customer and/or its Beneficiaries provide from time to time on an on-going basis. The Customer shall promptly provide (and procure that its Beneficiaries promptly provide) such information and access as Redcentric may reasonably require for that purpose from time to time.

4.6 The Customer warrants, on a continuing basis, that all information provided by it to Redcentric from time to time in accordance with this clause 4 is complete, accurate, up-to date, not misleading in any way and will be provided in sufficient time to enable Redcentric to comply with its obligations under the PhonepayPlus Code of Practice and any requests for information received by Redcentric from PhonepayPlus. The Customer shall inform Redcentric without delay of any changes to any information provided by it. At the request of Redcentric, the Customer shall provide such evidence as Redcentric may request to verify the accuracy of any information provided by the Customer pursuant to this clause 4.

4.7 Any information or guidance which Redcentric may provide to the Customer or any Beneficiary concerning the obligations of the Customer or any Beneficiary under the PhonepayPlus Code of Practice is provided on an "as is" basis, based on Redcentric's own understanding and interpretation of the PhonepayPlus Code of Practice. Redcentric makes no representation as to the accuracy or completeness of any such information or guidance which may be provided by it and neither the Customer nor any Beneficiary shall have any claim against Redcentric in respect of any errors or omissions which may be contained in that information or guidance. If the Customer or any Beneficiary wishes to rely on any advice concerning the PhonepayPlus Code of Practice, Redcentric recommends that the Customer engages an expert in the field.

5 REVENUE SHARE PAYMENTS

5.1 Where any Service includes any element in respect of which a revenue share is payable by Redcentric to the Customer, Redcentric shall inform the Customer of the amount of revenue share due to it within fifteen days of the end of each Month (or other applicable billing period). Following receipt of such information, the Customer shall issue an invoice to Redcentric for the amount of revenue share due to it (plus VAT, where applicable) and Redcentric shall then pay such invoice within 45 days of receipt or (if later) within seven days of receipt by Redcentric from the relevant network carrier of the full payment from which such revenue share is derived.

5.2 Redcentric may withhold from any revenue share payable to the Customer or demand payment by the Customer of such sums as are sufficient to meet any fines, administrative charges or other sums payable by Redcentric to PhonepayPlus or the relevant carrier and to which PhonepayPlus claim entitlement under the PhonepayPlus Code of Practice.

5.3 Redcentric shall be entitled to extend the period for payment of any revenue share on notice to reflect any extension after the Commencement Date to the period for which Redcentric is required to withhold such payment from the Customer under the PhonepayPlus Code of Practice.

5.4 Redcentric shall have no liability to the Customer (including liability to pay Service Credits) in respect of any failure or delay by it to provide the Services in accordance with the MSA where such failure or delay is attributable to any action taken by Redcentric at the direction of PhonepayPlus and is connected with any failure by the Customer or any Beneficiary to comply with its obligations under the PhonepayPlus Code of Practice.

5.5 PhonepayPlus shall be entitled to enforce the terms of clause 4.1 which are expressed as benefiting it, in accordance with the Contracts (Rights of Third Parties) Act 1999.

5.6 Redcentric may withhold any revenue share if there has been (or there appears to have been) any Artificial Inflation of Traffic. Redcentric may demand immediate repayment of any revenue share that has been paid, if Redcentric reasonably believes that it would have been entitled to withhold that amount because of any Artificial Inflation of Traffic under the previous sentence; the Customer shall immediately repay the relevant amount. Redcentric may also demand immediate repayment of any revenue share that has been paid, that relates to any demand Redcentric receives from a third party for recovery of sums that relate to the revenue share paid to the Customer; the Customer shall immediately repay the relevant amount.

6 TELEPHONE SERVICES AND INTERNET PROTOCOL ADDRESSES

6.1 Redcentric shall use its reasonable endeavours to provide uninterrupted Telephone Services, however no warranty or other representation is given by Redcentric that any Telephone Service will be error or fault free or offer all of the services and facilities associated with traditional telephone lines (and for this reason, the Customer shall ensure that appropriate alternative arrangements are in place for the making of emergency calls). Redcentric shall have no liability to the Customer in respect of any interruptions to any Telephone Service (other than to pay any applicable Service Credits) and the Customer shall not be entitled to any refund of Charges (or to withhold payment of any Charges). In particular, the Customer acknowledges that the performance of any Telephone Services may be impaired by the uploading or downloading of data by the Customer or Beneficiaries across the same network used to provide those Telephone Services and that Redcentric shall have no liability to the Customer or Beneficiaries (including liability to pay Service Credits) where Telephone Services are impaired in such circumstances.

6.2 Where the Customer or any Beneficiary uses equipment in connection with any Telephone Service of a type not approved for use with that Service by Redcentric, Redcentric shall have no liability to the Customer (including liability to pay Service Credits) as a result of any errors or faults with any Service which are attributable to the Customer's or any Beneficiaries' use of such

un-approved equipment. Redcentric shall confirm on request by the Customer from time to time, whether or not specific equipment is approved for a specific Telephone Service.

6.3 Redcentric shall use its reasonable endeavours to resolve any fault with any Telephone Service which is reported to it by the Customer as soon as reasonably practicable. If Redcentric agrees to work outside the Business Day to remedy any such fault, then the Customer agrees to pay Redcentric's additional charges for such out of hours work at the Professional Services Rates.

6.4 Redcentric reserves the right to charge the Customer (at the Professional Services Rates) for any work undertaken by Redcentric in investigating and/or remedying any fault with any Telephone Service which is reported to it by the Customer which subsequently turns out not to exist, to have been caused by the act or omission of the Customer (or a Beneficiary) or to have been caused by the Customer (or a Beneficiary) using equipment in connection with any Telephone Service of a type not approved for use with that Service by Redcentric (Redcentric will confirm whether specific equipment is approved for a particular use in the manner set out in clause 6.2).

6.5 Where Redcentric provides any internet protocol addresses, telephone numbers or codes to the Customer and/or any Beneficiary as part of any Service then neither the Customer nor any Beneficiary shall acquire any legal, equitable or other rights in respect of the same other than the right to use the internet protocol address, telephone number or code in question during the Term of the relevant Service in accordance with the terms of the MSA. All Intellectual Property Rights or other rights subsisting in any internet protocol address, telephone number or code provided to the Customer and/or any Beneficiary by Redcentric shall at all times remain vested in Redcentric or its third party licensor (as applicable).

6.6 The Customer shall not sell, transfer or lease (and shall procure that no Beneficiary sells, transfers or leases) any internet protocol address, telephone number or code which is provided to it by Redcentric and, subject to clause 6.7, upon termination of the Service in connection with which any internet protocol address, telephone number or code was provided, the right to use such internet protocol address, telephone number or code shall revert back to Redcentric.

6.7 At the Customer's request, Redcentric will 'port' telephone numbers in accordance with Ofcom's General Conditions of Entitlement and Redcentric's then standard charges, to the extent that it has the right to do so, generally or under contract. Redcentric does not guarantee that it has the right to port any telephone number unless it has specifically stated in a Statement of Work that it does have the right.

6.8 Redcentric reserves the right to withdraw or change any internet protocol addresses, telephone numbers or codes which have been provided by it to the Customer and/or any Beneficiary at any time on not less than 7 days' notice.

6.9 The Customer shall not (and shall procure than none of its Beneficiaries) undertake Artificial Inflation of Traffic nor make any nuisance calls, nor seek access to any restricted areas of any underlying network. If Redcentric suspects that the Customer and/or any Beneficiary is in breach of this clause, Redcentric shall be entitled to suspend or terminate the Services immediately on notice to the Customer.

6.10 The Customer shall (and shall procure that its Beneficiaries shall) use telephone numbers allocated to them for the purpose they were originally allocated, in order that the national telephone numbering plan issued by Ofcom is complied with.

7 UNITY IP VOICE AND OTHER VOIP SERVICES

7.1 The Unity IP Voice and all other voice over IP Services provided by Redcentric from time to time are different from the publicly available telephone systems in the following IMPORTANT ways:

- IF THERE IS A POWER CUT OR FAILURE, YOUR VOICE SERVICES WILL FAIL;
- IF THE RELEVANT NETWORK CONNECTION FAILS, YOUR VOICE SERVICES WILL FAIL; and
- IF YOUR VOICE SERVICES FAILS, YOU WILL NOT BE ABLE TO CALL THE EMERGENCY NUMBERS, 999 OR 112.

7.2 When an emergency call is made, location information about the physical site with which that number is associated is passed to the emergency services however ALL NUMBERS PROVIDED UNDER UNITY IP VOICE AND ALL OTHER VOICE OVER IP SERVICES ARE NOMADIC AND SO A CALLER TO EMERGENCY SERVICES WILL HAVE TO GIVE THEIR LOCATION TO THE EMERGENCY SERVICES.

7.3 The Unity IP Voice and all other voice over IP Services provided by Redcentric from time to time do not include:

- support for the Customer's or its Beneficiaries' local area networks or other networks not provided by Redcentric
- the right to use the relevant service from outside the UK; or
- access to the internet.

7.4 Whenever the Customer or any of its Beneficiaries uses Unity IP Voice and any other voice over IP Services provided by Redcentric from time to time, the Customer shall (and the Customer shall procure that its Beneficiaries shall):

- ensure that its/their networks are of sufficient quality to allow the Services to operate properly;
- ensure that its/their networks meet the reasonable requirements notified to the Customer by Redcentric from time to time;
- ensure that any equipment connected to the Service or used with the relevant Service is used in accordance with its instructions and appropriate security procedures;
- ensure that all equipment connected to the Service or used with the relevant Service (including handsets) is technically compatible, meets any requirements set out in the relevant Service Definition and has all approvals and certifications required for that use;
- ensure that their use does not have a detrimental effect on Redcentric's provision of those Service to its other customers;
- comply with Redcentric's reasonable rules relating to administration and system management notified to the Customer from time to time; and
- appoint and use a single administrator to report faults in the Service to Redcentric.

8 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 (including the PhonepayPlus Code of Practice) and/or licence condition (including Ofcom's General Conditions of Entitlement). 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 Voice Service Type (but no other Services) on 30 days' notice without payment of any termination fees.

9 LIMITATION

The following provision shall be deemed added to clause 13.3 of the General Terms in relation to Voice Services as a new sub clause immediately after sub-clause 13.3(d) "any difference between the cost of making or receiving a telephone call via any VOIP Telephone Service compared to the cost of using a traditional telephone service;"

10 AMENDMENT TO CHARGES AND TIMINGS

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 time 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 at the date when the relevant Statement of Work was signed. Within five Business Days of the Customer being informed that the installation Charges or installation 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 part of the Service in respect of which the Charges are otherwise to be increased, 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.

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

11.1 Redcentric reserves the right to terminate any aspect of the Voice Service Type by giving not less than 7 days' notice to the Customer.

11.2 Irrespective of any other term of the MSA, if the Minimum Term for any Service of a Voice Service Type 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.

11.3 Irrespective of any other term of the MSA, Small Business Customers are entitled to terminate any service of a Voice 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.

12 PHONEPAYPLUS, DATA PROTECTION AND CONFIDENTIAL INFORMATION

12.1 Notwithstanding any other terms of this MSA, where Regulated Services are provided, the Customer acknowledges that Redcentric may be required to disclose all data it holds relating to those Regulated Services and the related Premium Rate Services provided using them, including data collected from consumers, to PhonepayPlus for regulatory purposes. The Customer hereby consents to that disclosure and use (on its own behalf and as duly authorised agent for and on behalf of the Beneficiaries) and shall take such steps as are required to permit such disclosure and use under Privacy Legislation.

12.2 Before the Customer and/or any Beneficiary requests or consents to any telephone number being placed in a telephone directory the Customer agrees to procure any consents required under the Privacy Legislation in order that the relevant information may lawfully be passed to BT and included in the relevant directory.

B ADDITIONAL TERMS THAT APPLY TO NETWORK SERVICES

1 APPLICATION OF THIS SECTION B

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 more generally, including restrictions on heavy users of contended services.

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" has the meaning given in Section A of these Additional Terms.

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 (including Ofcom's General Conditions of Entitlement). 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 of a Network Service Type (but no other Services) on 30 days' notice without payment of any termination fees.

C ADDITIONAL TERMS THAT APPLY TO DATA SERVICES

1 APPLICATION OF THIS SECTION C

The provisions that follow only apply to those Services within the Data 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 DATA RETRIEVAL

2.1 On the day following the date on which the provision of a Data Service terminates (or the expiration of the period of twenty-one days referred to in clause 14.3 of the General Terms) the Service will be completely decommissioned by Redcentric and, subject to clauses 2.3 and 2.4, all data stored by Redcentric in connection with the use of the Data Service will be deleted.

2.2 Where a Data Service is terminated at the end of the Minimum Term or the end of a Renewal Term following the notice of either Party, the Customer will remove its data from Redcentric's data centre by use of the Data Service during the relevant notice period.

2.3 If the provision of any Data Service is terminated by the Customer pursuant to clauses 14.4 or 14.6 of the General Terms and the Customer wishes to retrieve any data stored by it using a Data Service following such termination, the Customer shall inform Redcentric of this in writing at the same time as the Customer gives notice of termination. Subject to the Customer having paid Redcentric all sums for the time being due and payable to Redcentric, Redcentric shall then allow the Customer to continue to use the Data Service free of charge for a period of up to twenty-one days for the purpose only of carrying out such retrieval or provide the Customer free of charge with a portable disk containing such data in Redcentric's then standard form (the method to be used being chosen entirely at the discretion of Redcentric).

2.4 If the provision of any Data Service is terminated other than by the Customer pursuant to clauses 14.4 or 14.6 of the General Terms and the Customer wishes to retrieve any data stored by it using a Data Service, the Customer shall by written notice to Redcentric on or before the date of termination elect for retrieval of the data to be carried out by Redcentric using a portable disk containing such data in Redcentric's then standard form, in which case the Customer must pay immediately all Charges which may be outstanding at the date of termination and Redcentric's then current Charge for the provision of such retrieval via portable disk. In these circumstances Redcentric shall have no obligation to permit the use of the Data Service beyond the termination date so that the Customer may retrieve its data.

D ADDITIONAL TERMS THAT APPLY TO HSCN SERVICES

1 APPLICATION OF THIS SECTION D

The provisions that follow only apply to those Services within the HSCN 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 All organisations wishing to obtain access to the HSCN network are required to sign a Connection Agreement (as that term is defined in clause 8 of this Section D) before HSCN Services can be provisioned by Redcentric.

3 The Customer acknowledges that Redcentric is not permitted to allow access to any HSCN Service to any person with whom it does not have a direct contract covering the Service. Notwithstanding the other terms of the MSA the Customer shall not permit any access to any HSCN Service by any third party, including any Beneficiary.

4 If Redcentric serves a notice terminating the provision of HSCN Services in accordance with the provisions of this MSA, the Customer shall be liable to pay the Charges for those Services up until the point in time that the Customer could otherwise first have terminated those Services, irrespective of the fact that those Services are no longer being provided.

5 The Customer acknowledges and agrees that Redcentric shall not be liable to it or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of, any notification by the HSCN Authority (as that term is defined in clause 8 of this Section D) requiring disconnection of HSCN Connectivity Services or a consumer environment under the terms of clause 8.4 below.

6 The Customer will cooperate fully and promptly in relation to any audit that Redcentric is required to conduct from time to time in relation to its customers for HSCN Services, including by answering questionnaires and providing documentary evidence. If Redcentric has any concern that requires a physical audit of the Customer, its premises, records and/or systems, the Customer will again cooperate fully with Redcentric. Redcentric may charge for any audit that it performs beyond the initial paper-based questionnaire and review, at the Professional Services Rates; the Customer will pay that charge. The Customer irrevocably consents to Redcentric revealing its findings from any such audit process to the HSCN Authority.

7 The HSCN Authority requires certain mandatory terms and conditions to be included in any agreement for the supply of HSCN Connectivity Services. Those mandatory terms are set out in clause 8 below ("Mandatory HSCN Terms"), and the Customer and Redcentric will comply with them. In the event of any conflict between any of clauses 2 to 7 of this Section D and clause 8, clause 8 will prevail to the extent necessary to resolve the conflict.

8 MANDATORY HSCN TERMS

In this Clause 8 the following terms shall have the following meanings:

CN-SP Deed	means the deed required by the HSCN Authority to be signed by any CN-SP in order for it or its subcontractor to deliver HSCN Connectivity Services;
Connection Agreement	means the agreement between the HSCN Authority and an HSCN Consumer setting out the obligations and requirements for organisations wanting to connect to the HSCN, together with all documents annexed to it and referenced within it;
Consumer Network Service Providers or CN-SP	means an organisation that is supplying or is approved to supply HSCN Connectivity Services having achieved the appropriate HSCN Compliance (and in the case of HSCN Connectivity Services provided under this MSA, Redcentric);
Good Industry Practice	means the standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
Health and Social Care Network or HSCN	means the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;
HSCN Authority	means NHS Digital (the Health and Social Care Information Centre);
HSCN Compliance **or** **or HSCN Compliant**	means a status as detailed in the document "HSCN Compliance Operating Model", as set out at https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers, and as updated by the HSCN Authority from time to time;
HSCN Connectivity Services	means any service which is offered by a CN-SP to provide access to and routing over the HSCN;
HSCN Consumer	means a recipient of HSCN Connectivity Services (and in the case of HSCN Connectivity Services provided under this MSA, the Customer);
HSCN Consumer Contract	means any agreement pursuant to which a CN-SP (or Sub-contractor of a CN-SP) agrees to supply HSCN Connectivity Services to a HSCN Consumer (and in the case of HSCN Connectivity Services provided under this MSA, the MSA);
HSCN Obligations Framework	means the obligations as available at https://www.digital.nhs.uk/health-social-

	care-network/connectivity-suppliers which may be updated from time-to-time by the HSCN Authority;
HSCN Solution Overview	means the document containing the architecture and technical solution for HSCN (the latest version can be accessed at https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers);
Material Sub-contractor	means a sub-contractor (including any affiliate or group company) of a CNSP in relation to HSCN Connectivity Services which, in the reasonable opinion of the HSCN Authority, performs (or would perform if appointed) a substantive role in the provision of all or any part of the HSCN Connectivity Services; and
NHS Digital CareCERT	means the NHS Digital Care Computing Emergency Response Team, that provide cyber security intelligence and advice to the Health and Care System using links across the public sector and with partners in industry.

8.1 Redcentric shall ensure that any HSCN Connectivity Services that it supplies pursuant to this MSA shall have been awarded HSCN Compliance and shall retain at all times HSCN Compliance.

8.2 Redcentric shall ensure that any HSCN Connectivity Services that it supplies pursuant to this MSA are delivered in accordance with the HSCN Obligations Framework.

8.3 The Customer shall ensure that any HSCN service consumer environment used to consume HSCN Connectivity Services supplied pursuant to this MSA, shall be provided and maintained in accordance with the Connection Agreement.

8.4 Each of the parties warrants and undertakes that they shall throughout the term, immediately disconnect their HSCN Connectivity Services, or consumer environment (as the case may be) from all other HSCN Connectivity Services and consumer environments where specifically requested in writing by the NHS Digital CareCERT (or the HSCN Authority acting on behalf of NHS Digital CareCERT) where there is an event affecting national security, or the security of the HSCN.

8.5 The parties acknowledge and agree that the HSCN Authority shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause 8.4 above.

8.6 Each of the parties acknowledges and agrees that clauses 8.4 and 8.5 are for the benefit of and may be enforced by the HSCN Authority, notwithstanding the fact that the HSCN Authority is not a party to this agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt such appointment shall not increase any liability of Redcentric beyond the scope of its existing liabilities under this MSA, the CN-SP Deed or the HSCN Obligations Framework.

8.7 Redcentric shall procure that any Material Sub-contractor shall comply with the terms of this MSA in relation to their provision of HSCN Connectivity Services.

8.8 Where any level of standard, practice or requirement associated with any Redcentric obligation referenced in these terms and conditions, the HSCN Obligations Framework, the HSCN CN-SP Service Management Requirement Addendum or the HSCN Consumer Contract conflicts with another level of standard, practice or requirement associated with any Redcentric obligation or with Good Industry Practice, then the higher standard or requirement or best practice shall be adopted by Redcentric. If Redcentric cannot determine which represents the higher standard or requirement or best practice, Redcentric shall seek guidance from the HSCN Authority which shall reasonably determine which is the level of standard, practice or requirement that is the most favourable from a HSCN Consumer perspective, and thus with which standard or best practice to comply.

8.9 If Redcentric fails to provide any part of the HSCN Connectivity Services as required under this HSCN Consumer Contract, it shall, in accordance with the guidance documentation published at https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers, be directly liable to the HSCN Consumer in respect of such HSCN Connectivity Services.

8.10 The Customer shall share all records and information with the HSCN Authority as are reasonably requested by the HSCN Authority in connection with the monitoring and operation of the HSCN network described in the HSCN Solution Overview Document.

E ADDITIONAL TERMS THAT APPLY TO HOSTING SERVICES

1 APPLICATION OF THIS SECTION E

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 E 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 kWs 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 7 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 G 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.

F ADDITIONAL TERMS THAT APPLY TO IaaS/SaaS SERVICES

1 APPLICATION OF THIS SECTION F

The provisions that follow only apply to those Services within the IaaS/SaaS 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 DATA RETRIEVAL

2.1 On the day following the date on which the provision of a IaaS/SaaS Service terminates (or the expiration of the period of twenty-one days referred to in clause 14.3 of the General Terms) the Service will be completely decommissioned by Redcentric and, subject to clauses 2.3 and 2.4, all data stored by Redcentric in connection with the use of the IaaS/SaaS Service will be deleted.

2.2 Where an IaaS/SaaS Service is terminated at the end of the Minimum Term or the end of a Renewal Term following the notice of either Party, the Customer will remove its data from Redcentric's data centre by use of the IaaS/SaaS Service during the relevant notice period.

2.3 If the provision of any IaaS/SaaS Service is terminated by the Customer pursuant to clauses 14.4 or 14.6 of the General Terms and the Customer wishes to retrieve any data stored by it using a IaaS/SaaS Service following such termination, the Customer shall inform Redcentric of this in writing at the same time as the Customer gives notice of termination. Subject to the Customer having paid Redcentric all sums for the time being due and payable to Redcentric, Redcentric shall then allow the Customer to continue to use the IaaS/SaaS Service free of charge for a period of up to twenty-one days for the purpose only of carrying out such retrieval.

2.4 If the provision of any IaaS/SaaS Service is terminated other than by the Customer pursuant to clauses 14.4 or 14.6 of the General Terms and the Customer wishes to retrieve any data stored by it using a IaaS/SaaS Service, the Customer shall by written notice to Redcentric on or before the date of termination elect for retrieval of the data to be carried out by Redcentric using a portable disk containing such data in Redcentric's then standard form, in which case the Customer must pay immediately all Charges which may be outstanding at the date of termination and Redcentric's then current Charge for the provision of such retrieval via portable disk. In these circumstances Redcentric shall have no obligation to permit the use of the IaaS/SaaS Service beyond the termination date so that the Customer may retrieve its data.

G ADDITIONAL TERMS THAT APPLY TO PROFESSIONAL SERVICES

1 APPLICATION OF THIS SECTION G

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.

H ADDITIONAL TERMS THAT APPLY TO HARDWARE SALES

1 APPLICATION OF THIS SECTION H

The provisions that follow only apply to the sale of Hardware under the Hardware 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 SALE

2.1 Redcentric shall sell the Hardware to the Customer, free from any encumbrance, and use its reasonable endeavours to deliver the Hardware to the Customer at the Customer's address stated in the Statement of Work by the delivery date stated in the Statement of Work (or if no delivery date is stated, within a reasonable time of order).

2.2 If for any reason the Hardware specified in the Statement of Work is not available to Redcentric, Redcentric may provide alternative Hardware provided that the alternative Hardware is at least as good that originally specified.

2.3 The Customer is responsible for obtaining any required consumables and software to operate on the Hardware (other than pre-installed software which is provided on the basis set out in clause 7.2 below).

2.4 The legal and beneficial ownership of the Hardware shall pass to the Customer on payment in full and in cleared funds of the Charges applicable to the Hardware.

2.5 Risk in the Hardware shall pass to the Customer on delivery and accordingly the Customer shall be responsible for insuring the Hardware from that point in time.

2.6 Unless otherwise stated in a Statement of Work, it is the Customer's responsibility to unpack, install, test, operate and maintain the Hardware.

2.7 Charges for the purchase of Hardware will be invoiced on delivery of each item of Hardware.

3 ACCEPTANCE

3.1 Unless the Customer notifies Redcentric within 7 days of delivery of Hardware that there is a defect in that Hardware, the Hardware shall be deemed accepted 7 days after delivery. If the Customer notifies Redcentric of a defect within that 7 day period, Redcentric shall promptly repair the defect or replace the Hardware and the Customer shall have a further 7 days from delivery of the repaired or replaced Hardware to conduct further acceptance tests in accordance with this clause 3.1. In this clause 3.1 "defect" means a material defect in the Hardware judged against the relevant Hardware manufacturer's product description documentation for the Hardware.

4 WARRANTIES

4.1 Redcentric warrants that the Hardware will, for a period of 30 days following its Acceptance, not contain any material defect, judged against the relevant Hardware manufacturer's product description documentation for the Hardware.

4.2 If Redcentric receives written notice from the Customer of any breach of the warranty set out in clause 4.1 then Redcentric may at its own expense and within a reasonable time after receiving such notice (at its option) repair or replace the Hardware (and/or upgrade any pre-installed software to the latest version which is available to Redcentric for the Customer, at no cost), provided that Redcentric shall have no liability or obligations unless it shall have received written notice of the defect in question no later than the expiry of the warranty period stated in clause 4.1.

4.3 Redcentric shall have no liability or obligations under the warranty in clause 4.1 other than to remedy breaches of that warranty under clause 4.2 without charge to the Customer, unless Redcentric fails to do so within a reasonable time, in which case it shall be liable in damages to the Customer provided that its liability for such failure shall be limited to a sum equal to the Charges for the relevant Hardware. The foregoing states the entire liability of Redcentric whether in contract or tort for defects in the Hardware.

4.4 The warranty set out in clause 4.1 is contingent upon the proper use of the Hardware by the Customer and warranty does not cover any part of the Hardware which has been modified without Redcentric's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered. That warranty shall not apply if repair or parts replacement is required as a result of causes other than ordinary use, including accidents, hazards, misuse or failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions.

4.5 The warranties provided in clause 4 are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.

4.6 Without limiting the clause 4.5, the Customer accepts that Redcentric does not give any warranty that the Hardware is fit for any particular purpose or that the Hardware will achieve any particular performance criteria. Where any data transmission speeds are given by Redcentric in relation to the Hardware, such speeds are at all times subject to any conditions attached to the use of the relevant modem, cabling or telecommunication equipment at the speeds indicated and to the capability of such modem, cabling or other telecommunication equipment to achieve such speeds.

5 REGULATORY ISSUES

5.1 In this clause 5:

"Electromagnetic Equipment" means any part or parts of the Hardware which are electric or electronic and covered by the Electromagnetic Compatibility Regulations 2006, and

"Relevant Equipment" means any part of the Hardware which is intended to be connected to any telecommunication system which is or is to be connected to a public telecommunication system.

5.2 Redcentric warrants to the Customer that at the date of the relevant Statement of Work all the Electromagnetic Equipment in that Statement of Work complies fully with the Electromagnetic Compatibility Regulations 2006, and the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000, as appropriate and to the extent those regulations are applicable.

5.3 The Customer undertakes to Redcentric that it will not make any modification to the Electromagnetic Equipment or Relevant Equipment without the prior written consent of Redcentric.

5.4 Redcentric warrants to the Customer that at the date it is delivered, the Hardware will comply fully as to noise, heat, radiation and all other characteristics with the requirements in the Health and Safety (Display Screen Equipment) Regulations 1992 and in particular that the display screens and keyboards comply fully with those Regulations.

5.5 Redcentric warrants that at the date it was ordered, the Hardware complies fully with the Radio and Telecommunications Terminal Equipment Regulations 2000, as amended, and the Electromagnetic Compatibility (Wireless Telegraphy Apparatus) Certification and Examination Fees Regulations 1997, as appropriate.

5.6 Redcentric warrants to the Customer that at the date of the relevant Statement of Work the Relevant Equipment is approved by the Secretary of State for Trade and Industry for connection

to the telecommunication systems specified in the instructions for use of the Relevant Equipment (subject to the conditions set out in those instructions) but does not warrant that any such approval will continue.

5.7 If after the date of the relevant Statement of Work the Secretary of State for Trade and Industry or any person to whom he has delegated his powers requires the Relevant Equipment (or any part of it) to be modified as a condition of the continuance of any the approval referred to in clause 5.6, Redcentric reserves the right to make such modification at the Customer's expense (at the Professional Services Rates).

5.8 If the Customer connects the Relevant Equipment to any telecommunication system the Customer shall be responsible for obtaining the consent of the owner of that system (if necessary) to such connection and for complying with all conditions relating the connection of the Relevant Equipment.

5.9 The Supplier warrants that it is not the producer of the Hardware (or any part of it) for the purposes of the Waste Electrical and Electronic Equipment Regulations 2013 and bears no responsibility for the disposal of any part of the Equipment under the said regulations.

6 RETENTION OF TITLE

6.1 Title to the Hardware shall not pass to the Customer until Redcentric receives payment in full (in cash or cleared funds) for the Hardware in which case title to the Hardware shall pass at the time of payment of all such sums.

6.2 Until title to the Hardware has passed to the Customer, the Customer shall:
(a) store the Hardware separately from all other goods held by the Customer so that they remain readily identifiable as Redcentric's property;
(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware;
(c) maintain the Hardware in satisfactory condition and keep it insured against all risks for its full price from the date of delivery;
(d) notify Redcentric immediately if it becomes Insolvent; and
(e) give Redcentric such information relating to the Hardware as Redcentric may require from time to time.

6.3 Subject to clause 6.4, the Customer may resell or use the Hardware in the ordinary course of its business (but not otherwise) before Redcentric receives payment for the Hardware. However, if the Customer resells the Hardware before that time:
(a) it does so as principal and not as Redcentric's agent; and
(b) title to the Hardware shall pass from Redcentric to the Customer immediately before the time at which resale by the Customer occurs.

6.4 If before title to the Hardware passes to the Customer the Customer becomes Insolvent, then, without limiting any other right or remedy Redcentric may have:
(a) the Customer's right to resell the Hardware or use them in the ordinary course of its business ceases immediately; and
(b) Redcentric may at any time:
(i) require the Customer to deliver up all Hardware in its possession that have not been resold, or irrevocably incorporated into another product; and
(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Hardware are stored in order to recover the Hardware.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 No Intellectual Property Rights in relation to any Hardware are transferred to the Customer or any Beneficiary.

7.2 Where the Hardware is supplied with pre-installed software, the terms and conditions supplied with the relevant Hardware will that apply to that software. Redcentric shall have no liability in relation to any such software.

7.3 The Customer acknowledges that Redcentric is merely reselling the Hardware and has no knowledge of the ownership of the Intellectual Property Rights embodied in the Hardware; the Customer accepts that Redcentric therefore provides no warranty or indemnity in relation to the Intellectual Property Rights incorporated in the Hardware. In lieu of any such warranty or indemnity, Redcentric hereby assigns to the Customer any right it may have against its supplier of the relevant Hardware to the Customer. Such assignment shall be the Customer's sole

remedy if it (or any Beneficiary) suffers any claim, damage or loss as a result of the Hardware infringing a third party's Intellectual Property Rights.

8 APPLICATION OF THE MSA TO A HARDWARE SALE

Whilst this MSA is drafted for the provision of Services, the General Terms shall apply to transactions of the Hardware Service Type to the extent relevant, despite transactions of the Hardware Service Type being a sale of goods, rather than a provision of Services. In light of the transfer of ownership contemplated by this Section H, the parties acknowledge that the concepts of Minimum Term and Renewal Terms shall not apply and the obligation to provide and pay for the Hardware will continue even if the MSA or relevant Statement of Work are terminated in accordance with their terms.

I ADDITIONAL TERMS THAT APPLY TO SOFTWARE LICENCES

1 APPLICATION OF THIS SECTION I

The provisions that follow only apply to provision on Standard Software within the Software Licence 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 LICENCE TERMS

Redcentric will procure the licences of Standard Software set out in a Statement of Work for the benefit of and in the name of the Customer (or, if expressly stated in the relevant Statement of Work, the relevant Beneficiary). Save to the extent expressly contradicted by the terms of this this MSA, those licences shall be procured on the then standard terms of the owner or licensor of the Intellectual Property Rights in that Standard Software and the Customer shall (or where the licence is to be in the name of a Beneficiary, the Customer shall procure that the relevant Beneficiary shall) on demand from Redcentric enter a contract to that effect with the owner or licensor of the Intellectual Property Rights in that Standard Software.

3 NO WARRANTY OR MAINTENANCE

3.1 The Customer accepts that Redcentric gives no warranty or representation in relation to the Standard Software and that the Customer's sole remedy if it (or any Beneficiary) discovers any defect in the Standard Software shall be against the owner or licensor of the Intellectual Property Rights in that Standard Software under the terms of the licence procured in accordance with clause 2.

3.2 Except where agreed otherwise as part of a Service of the On Premise Maintenance Service Type, Redcentric does not provide maintenance for Standard Software and shall not be liable if maintenance is not available from, or is not provided by, a third party.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 No Intellectual Property Rights in relation to any Standard Software shall vest in and be the property of the Customer or any Beneficiary.

4.2 The Customer acknowledges that Redcentric is merely arranging a licence of the Standard Software for the Customer and that Redcentric has no knowledge of the ownership of the Intellectual Property Rights embodied in the Standard Software; the Customer accepts that Redcentric therefore provides no warranty or indemnity in relation to the Intellectual Property Rights incorporated in the Standard Software and that the Customer's sole remedy if it (or any Beneficiary) suffers any claim, damage or loss as a result of the Standard Software infringing a third party's Intellectual Property Rights shall be against the owner or licensor of the Intellectual Property Rights in that Standard Software under the terms of the licence procured in accordance with clause 2.

5 RESPONSIBILITY FOR STANDARD SOFTWARE

Licences of Standard Software are procured by Redcentric on the understanding that responsibility for all aspects of the relevant Standard Software rests with the owner of the Intellectual Property Rights in that Standard Software.

J ADDITIONAL TERMS THAT APPLY TO WIRELESS LAN SERVICES

1 APPLICATION OF THIS SECTION J

The provisions that follow only apply to those Services within the Wireless LAN 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 REQUIREMENTS

Where the Customer uses the Corporate Wireless LAN or a similar Service and/or Guest Internet Access functions of the Managed Wireless LAN Service ("WLAN Services"):

2.1 The Customer shall require each individual end user of the WLAN Services to accept end user terms and conditions ("EUTC") (the functionality for which is built in to the WLAN Services) before being given access to any internet page other than the relevant landing page.

2.2 The Customer shall be responsible for the contents, enforceability and enforcement of the EUTC, which shall form a contractual relationship between the Customer and the end user (and shall not form any contractual relationship between Redcentric and the end user). As a minimum, the EUTC shall contain obligations and restrictions on the end user which are no less onerous than the Customer's corresponding obligations and restrictions under the MSA, including clause 3.10 of the General Terms.

2.3 Without prejudice to the Customer's obligations under clauses 2.1 and 2.2 of this Section J, when a WLAN Service is implemented by Redcentric a placeholder generic EUTC will be included ("Placeholder"). The Customer shall promptly amend or replace the Placeholder to suit the Customer's requirements, provided that such amended or replaced version shall comply with the provisions of clauses 2.1 and 2.2.

2.4 Without limiting clause 2.3 the Customer acknowledges that:

- if the Customer uses the Placeholder in a live environment it does so at its own risk;
- the Placeholder is not drafted or provided to suit the Customer's requirements or its business;
- in the case of the Corporate Wireless LAN the Placeholder does not take into account the Customer's contractual relationship with its staff, including contracts of employment or any employment policies (such as bring your own device policies);
- the Placeholder is provided by Redcentric "as is" and on the basis that under no circumstances shall Redcentric be liable to the Customer (whether in contract, tort (including negligence), breach of statutory duty or otherwise) in respect of any loss or damage howsoever caused to the Customer or any third party as a result of the Customer using the Placeholder and/or failing to review, amend or replace the Placeholder;
- the Customer is responsible for obtaining its own legal advice as to the Placeholder and its own EUTC, and, without limiting such responsibility, for ensuring its compliance with all relevant legal and regulatory requirements, including the Data Protection Legislation and the Monitoring Requirements, and for providing a legally compliant privacy policy; and
- without prejudice to the other provisions of this clause 2.4, Redcentric does not give any warranty or make any representation that the Placeholder is legally enforceable or suitable for use by the Customer, and hereby expressly notifies the Customer that it is not suitable.

2.5 The Customer will not remove or disable the Placeholder without replacing it with an EUTC which complies with the provisions of this Section J.

2.6 If the Customer provides Redcentric with its EUTC prior to implementation of the relevant WLAN Service, Redcentric will replace the Placeholder with the Customer's EUTC during implementation. At any later stage the Customer shall be responsible for providing Redcentric with the Customer's EUTC, and Redcentric will upload it on the Customer's behalf (or may in future provide the Customer with the ability to upload the EUTC direct). Redcentric will not review or in any way be responsible for the terms of the Customer's EUTC.

2.7 For the avoidance of doubt, the Customer shall be responsible for compliance with all Law, codes of practice and licence conditions applicable to the provision of the Corporate Wireless LAN and/or the Guest Service to its users, including compliance with Ofcom's General Conditions of Entitlement, the Data Protection Legislation and the Monitoring Requirements. The Customer acknowledges that Redcentric does not provide a public communications service, but that in some circumstances the Customer's provision of internet access using the WLAN Services may constitute the provision of a public service by the Customer.

2.8 Without prejudice to clause 20 of the General Terms, the parties agree that the Customer will be the data controller in respect of all Personal Data related to the use of the WLAN Services, including (i) Personal Data derived from end user authentication and (ii) the activity of end users in their use of the WLAN Services.

2.9 No Intellectual Property Rights are transferred to the Customer in the Placeholder and its right to use the Placeholder in the manner set out in this Section J shall expire when the WLAN Services cease to be provided by Redcentric.

K ADDITIONAL TERMS THAT APPLY TO MICROSOFT PRODUCTS

1 APPLICATION OF THIS SECTION K

The provisions that follow only apply to those Services within the Microsoft Product 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 K:

(a) **"Microsoft Customer Agreement"** has the meaning given in clause 4 of this Section K

(b) **"Microsoft Product"** means the relevant Microsoft Cloud ™ product provided by Microsoft (for example Microsoft Office 365 ™, Microsoft Azure ™) and resold to the Customer by Redcentric in its capacity as Microsoft reseller, in connection with the Redcentric Microsoft Cloud Services

(c) **"Redcentric Microsoft Cloud Services"** means the Services provided to the Customer by Redcentric in respect of the Microsoft Products, as described in the applicable Microsoft Product Service Definition and the applicable Order Form

3 The Microsoft Products provided by Redcentric are described in detail in the applicable Service Definitions. Redcentric will provide, and the Customer will receive, the Redcentric Microsoft Cloud Services in accordance with the terms, requirements and restrictions of the applicable Service Definition. In summary, Redcentric Microsoft Cloud Services consist of the provisioning to the Customer of a subscription to the relevant Microsoft Product in Redcentric's capacity as a Microsoft reseller, and, in addition, related Services, including support Services, related to the Microsoft Product, as set out in the Service Definition.

4 The Microsoft Products are provided to the Customer by Microsoft, not by Redcentric. It is a condition of the provision of the Microsoft Product and the Redcentric Microsoft Cloud Services that the Customer enters into a direct customer agreement with Microsoft in a form prescribed by Microsoft from time to time ("Microsoft Customer Agreement"). Redcentric has no control over this requirement or over the form of the Microsoft Customer Agreement. Redcentric will provide the Customer with the then current form of the Microsoft Customer Agreement when preparing an order for Microsoft Product, and will require the Microsoft Customer Agreement to be returned signed by the Customer before the Services can be implemented.

5 The Customer acknowledges that all Microsoft Products are provided to it, by Microsoft, subject to the terms and conditions of the Microsoft Customer Agreement and all documents and provisions referenced in it, including Use Rights and SLA (as those terms are defined in the Microsoft Customer Agreement). It is the Customer's responsibility to make itself aware of, and comply with, all such provisions.

6 Without limiting clause 5 above, the Customer Agreement contains provisions dealing with the renewal and termination of the Customer's subscription to the Microsoft Product, and it is important that the Customer makes itself aware of those provisions.

7 The applicable service levels and service credits are provided by Microsoft as summarised in clause 4 of the applicable Service Definition, and Redcentric does not offer any separate or additional Service Levels or Service Credits, nor does it provide any assurance that Microsoft's practices in this area will not change. Without limitation, Redcentric is not subject to any service levels in relation to the delivery and/or performance of any Microsoft Product, in respect of which service level agreement commitments are made directly by Microsoft to the Customer as set out or referred to in the Microsoft Customer Agreement. Accordingly Redcentric is not responsible to the Customer for the delivery and/or performance (or non-delivery, late delivery, non-performance or late performance) of the Microsoft Product except to the extent (if any) expressly set out in the applicable Service Definition.

8 The Customer acknowledges and agrees that Microsoft may modify a Microsoft Product, or may release a new version of a Microsoft Product at any time and for any reason including to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its product offerings. Microsoft has the right to add new features or functionality to, or remove existing features or functionality from, a Microsoft Product.

9 The Customer acknowledges and agrees that all data stored on the Microsoft Product by the Customer will be processed by Microsoft and its affiliates, subsidiaries and service providers as contemplated by the Microsoft Customer Agreement. The Customer must notify the individual users of the Microsoft Product that their data may be processed for the purposes of disclosing it to law enforcement or other governmental authorities and shall obtain such users' consent to the same.

10 Redcentric is not permitted by Microsoft to make, and does not make, any representation or warranty about the Microsoft Products.

11 The Customer acknowledges that Redcentric is required to stop collecting new orders for Microsoft Products for the Customer if at any time Microsoft notifies Redcentric of the termination of the Customer's status as a Microsoft customer in respect of Microsoft Products.

L ADDITIONAL TERMS THAT APPLY TO ON PREMISE MAINTENANCE

1 APPLICATION OF THIS SECTION L

The provisions that follow only apply to those Services within the On Premise Maintenance 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 L of the Schedule, the following terms have the following meanings.

"End of Life" means that an item has become 6 or more years old or the manufacturer of that item has withdrawn of that product (or support or spares for it);

"Maintained Equipment" means all equipment and software described in a Statement of Work as being Maintained Equipment plus any other equipment and software added to that list from time to time by agreement of the parties and excluding any equipment or software removed from that list by written agreement or pursuant to the provisions of this Section L; and

"Pre-Maintenance Tests" means standard tests used by Redcentric from time to time to verify if the relevant Maintained Equipment meets its specification and is configured and has been maintained such that Redcentric is confident that it can provide the relevant Services in relation to the relevant item of Maintained Equipment.

3 Acceptance of the Maintained Equipment

3.1 Whenever Redcentric agrees to provide any Service in relation to Maintained Equipment which has not been installed by Redcentric, Redcentric shall be entitled to conduct Pre-Maintenance Tests within a reasonable time of the relevant equipment or software becoming Maintained Equipment. The Customer shall allow Redcentric such access and provide such cooperation as Redcentric reasonably requires to conduct Pre-Maintenance Tests and pay the Charges stated in the Statement of Work for the Pre-Maintenance Tests (or if no amount is stated in the Statement of Work, Redcentric's then current Charges for Pre-Maintenance Tests of the Maintained Equipment concerned).

3.2 If as a result of conducting Pre-Maintenance Tests Redcentric reasonably forms the view that some or all of the relevant Maintained Equipment does not meets its specification or is configured and/or has been maintained such that Redcentric is not confident that Redcentric can provide the relevant Services in relation to the relevant item of Maintained Equipment, Redcentric shall notify the Customer of the items of Maintained Equipment concerned and a summary of the relevant shortcomings.

3.3 Unless otherwise agreed, within 7 day of receipt of a notice given under clause 3.2, the Customer shall either:

(a) notify Redcentric accepting the content of the notice, in which case Redcentric shall undertake such work as is required to bring the relevant item of Maintained Equipment up to the standard reasonably required by Redcentric (and the Customer shall pay for

all such work at the Professional Services Rates and pay for any components used or replacements for the Maintained Equipment at Redcentric's then standard rate);

(b) notify Redcentric rejecting the content of the notice and remove the Maintained Equipment from the list of Maintained Equipment (in which case the Customer shall remain liable for the Charges for the Pre-Maintenance Tests and the Charges for the Services in relation to the relevant Maintained Equipment until 7 days after Redcentric's receipt of the notice of rejection under this clause, provided that no more than 5% of the Maintained Equipment by value (judged by reference to the fees for all of the relevant Service under the relevant Statement of Work) of the then current Maintained Equipment under that Statement of Work is removed and that the relevant percentage reduction counts towards the 5% set out in clause 6.3 in the first Year); or

(c) notify Redcentric of a mix of the approaches in clauses (a) and (b) above, by specific item of Maintained Equipment, in which case the consequences above shall apply as appropriate.

3.4 The Charges shall apply in relation to the Maintained Equipment while the process set out in this clause 3 is being completed but the obligations of Redcentric in relation to the Services during that time in respect of those Maintained Equipment shall be on a reasonable efforts basis and all Services required as a result of a failure of Maintained Equipment to meet its specification, inappropriate configuration or poor previous maintenance shall be treated as caused by a failure by the Customer under clause 4.3 and subject to the costs set out in that clause.

4 EXCLUDED SERVICES

4.1 The Services are provided in relation to Maintained Equipment only, Redcentric is under no obligation to provide those Services for other equipment or software. If Services are sought (or provided) in respect of other equipment or software Redcentric shall be entitled to charge for all time spent by it in connection with processing the request or providing Services in respect of such equipment or software at the Professional Services Rates and to charge for any components used or replacements for the equipment or software at Redcentric's then standard rate; the Customer shall pay those amounts.

4.2 Redcentric shall not be responsible for any third party interference with Maintained Equipment or for any damage to Maintained Equipment resulting from any improper use, storage, power or other environmental condition of the Maintained Equipment, including fire or flood damage or damage caused by careless or negligent acts of anyone other than Redcentric.

4.3 If the time taken to provide Services or the cost of providing Services is increased for any reason by a failing of the Customer or any Beneficiary (including a failure to provide access when reasonably required or arranged, Services being requested when there is in fact no fault in the relevant Maintained Equipment, work is required which is not within the Service that has been purchased or work required or time wasted as a result of a breach of clause 5) the Customer shall pay for the reasonable time and costs incurred by Redcentric in relation to that circumstance, including investigation costs and management time in dealing with the issue at the Professional Services Rates and the cost of any components used or replacements for the equipment or software at Redcentric's then standard rate; the Customer shall pay those amounts.

4.4 Once Maintained Equipment reaches its End of Life, it shall continue to be Maintained Equipment (unless and until Redcentric exercises its right under clause 6.2(a)) and the Charges in relation to it will remain payable but when Redcentric provides any Services in relation to that End of Life Maintained Equipment, those Services will be provided on the basis of Redcentric endeavouring to provide the Services to the extent that is reasonable in light of the Charges payable for the Services in respect of that item and on the basis that those efforts shall be capped at one year's Charges in relation to that item. No Service Level or guaranteed outcome shall apply in relation to any item of End of Life Maintained Equipment and if the Customer wants Redcentric to spend more time or effort in providing Services in relation to that item beyond the effort describe above, Redcentric will charge for that time and effort at the Professional Services Rates and the cost of any components used or replacements for the equipment or software at Redcentric's then standard rate; the Customer shall pay those amounts. Redcentric shall be entitled to refuse to provide further Services in relation to an End of Life item of Maintained Equipment if Redcentric believes, acting reasonably, that it has done everything it reasonably can in relation to that item.

4.5 The Customer acknowledges that the Services only extend to the Services specifically described in the Service Definition and do not include anything else such as day to day operational tasks like cleaning.

5 COOPERATION

5.1 Where Services require that Redcentric is given access to the Customer's (or any Beneficiary's) IT systems, configurations or databases, the Customer shall promptly provide (or procure that the Beneficiaries promptly provide) all such access reasonably required by Redcentric from time to time.

5.2 In addition to providing access to its and its Beneficiaries' premises under clause 9.6 of the General Terms, the Customer shall provide the working space, connectivity, power supplies, health and safety instructions, environmental conditions and secure storage facilities as reasonably required (a) by Redcentric in order to provide the Services or (b) in order that the Maintained Equipment is and remains within an environment that complies with any manufacturer's recommendations.

5.3 The Customer shall (and shall procure that the Beneficiaries shall):

(a) only request Services using Redcentric's standard procedures for calling for Services from time to time (and no other procedure);

(b) not permit anyone other than Redcentric to maintain or alter the Maintained Equipment except in circumstances where the alteration is suitable to the Maintained Equipment, does not contravene the manufacturer's instructions for the relevant item of Maintained Equipment, is explained in reasonable detail to Redcentric in writing when the alteration is made and on the basis that the Customer takes the risk of any consequences of the alteration and agrees that Redcentric may charge for the time and effort it spends providing Services in relation to problems introduced by the Customer's alterations at the Professional Services Rates and the cost of any components used or replacements for the equipment or software at Redcentric's then standard rate; the Customer shall pay those amounts;

(c) be responsible for verifying that the list of Maintained Equipment set out in the relevant Statement of Work (including all amendments to that list) contains a full and accurate descriptions of each item concerned and its serial number (it being agreed that Redcentric is only obliged to provide the Services for items that are on that list);

(d) provide Redcentric in writing with a full and accurate description of each item in respect of which it calls for Service, including its serial number and provide a full and accurate description and a serial number for each item of Maintained Equipment that is replaced together with the corresponding information for the replacement item;

(e) provide such information as Redcentric reasonably requires from time to time in relation the Maintained Equipment;

(f) return (properly packed) any item of Maintained Equipment that is replaced as part of the Services to Redcentric or its nominee in accordance with Redcentric's reasonable instructions from time to time (and at Redcentric's cost); this obligation shall not apply if Redcentric takes the replaced item away itself;

(g) If the Customer or its Beneficiary has failed to comply with clause 5.3(f), pay for the replaced item at Redcentric's then current new list price for the item concerned, less Redcentric's assessment of a reasonable amount for depreciation, if demanded by Redcentric; if any such sale takes place, the terms set out in clause 7 will apply

(h) keep full back up copies of its operating systems, applications and configuration databases in accordance with Good Industry Practice and make them available to Redcentric on request when they are needed to provide the Services;

(i) not make any alteration to any Maintained Equipment (other than as permitted in, and on the basis set out in, clause 5.3(b)) or attach anything to the Maintained Equipment (unless such steps have been approved in writing by Redcentric or comprise usual daily operator maintenance for the relevant Maintained Equipment in accordance with its manufacturer's instructions);

(j) not change, remove or obscure any labels, plates, insignia, lettering or other markings which are on the Maintained Equipment;

(k) comply with all reasonable instructions given by Redcentric in relation to the Maintained Equipment (whether written or oral) and the manufacturer's instructions for the Maintained Equipment;

(l) not move Maintained Equipment from one location to another without the prior written agreement of Redcentric (and the Customer accepts that a change of location might lead to a change in the Charges);

(m) take all reasonable steps to ensure that the Maintained Equipment is not damaged by hacking, digital toll fraud or any other deliberate attack;

(n) provide Redcentric with such remote access to the Customer's and its Beneficiaries' IT systems as Redcentric reasonably requires from time to time to provide the Services and to access the Maintained Equipment remotely; and

(o) where the Customer or a Beneficiary is using dial on demand products (e.g. PSTN, ISDN etc.), be responsible for the configuration of the dial interface and ensuring that all user guide directions are observed, that the dial interface is disconnected when appropriate and there is no traffic (the Customer understanding that failure to disconnect in this manner may give rise to additional call charges which will be the responsibility of the Customer).

5.4 If any of the Maintained Equipment is altered in contravention of clause 5.3(b) or (i), Redcentric shall, in addition to its other rights, have the right to suspend the Services in respect of the Maintained Equipment that has been altered by giving notice to the Customer. Any such notice shall be without prejudice to the obligation to pay the Charges in relation to that Maintained Equipment. If this suspension right is used, the parties will promptly use the procedure set out in clause 18 of the General Terms to agree a solution.

5.5 Except to the expressly provided for in a Statement of Work or the related Service Definitions, the Customer accepts that Redcentric is not responsible for deciding or advising upon the Customer's security arrangements as part of the Services.

6 TERMINATION RIGHTS

6.1 In addition to the rights set out in the General Terms, Redcentric shall have the right to terminate Services of the On Premise Maintenance Service Type as follows:

6.2 (a) by giving not less than 30 days' prior written notice to terminate all the relevant Services of the On Premise Maintenance Service Type in relation to any specific items or types of Maintained Equipment that have become End of Life, in which case the Services shall cease in respect of the Maintained Equipment stated in the notice but continue in relation to all other Maintained Equipment and the Charges payable in relation to the items of Maintained Equipment in respect of which the services are terminated will cease to be payable from termination;

(b) by giving not less than 3 months' prior written notice to terminate all the Services of the On Premise Maintenance Service Type provided under any Statement of Work, if those Services as a whole have ceased to be commercially or financially viable for Redcentric to supply, in Redcentric's reasonable opinion; or

(c) by giving not less than 3 months' prior written notice to terminate all the Services of the On Premise Maintenance Service Type provided under any Statement of Work, in relation to a particular item or items in respect of which the Services are provided, if provision of the Services in relation to that item or those items have ceased to be commercially or financially viable for Redcentric to supply, in Redcentric's reasonable opinion.

6.3 In addition to the rights set out in the General Terms, the Customer shall have the right each Year to terminate the Services under each Statement of Work in respect of not more than 5% by value (judged by reference to the fees for all of the relevant Service under the relevant Statement of Work) of the then current Maintained Equipment under that Statement of Work, by giving not less than 3 months' prior written notice to Redcentric and specifying the Maintained Equipment concerned (in which case, no sums paid in advance in relation to that Maintained Equipment shall be repayable and on the relevant date the relevant items shall cease to be Maintained Equipment).

6.4 On termination or expiry of the Services for any reason, Redcentric shall be entitled to enter any of the Customer's (and the Beneficiaries' premises) to recover any equipment and materials on those premises which are the property of Redcentric (and the Customer irrevocably licenses Redcentric, its employees and agents to enter any such premises for that purpose).

7 EQUIPMENT REPLACEMENT

7.1 As part of some Services of the On Premise Maintenance Service Type, Maintained Equipment will be replaced. The following terms shall apply when Maintained Equipment is replaced:

(a) title in the replaced item will pass immediately to Redcentric (with full title guarantee) and Redcentric will remove it from the Customer's premises if possible;

(b) title to the new equipment provided in place of the replaced Maintained Equipment shall pass to the Customer and the provisions of Section H of the Additional Terms shall apply to that sale, except no Charges shall be payable for the new equipment unless otherwise stated in the relevant Statement of Work; and

(c) the new equipment shall be become Maintained Equipment in place of the item it replaces (which shall cease to be Maintained Equipment).

7.2 If Maintained Equipment is destroyed or damaged by any event which is not Redcentric's responsibility, Redcentric shall be under no obligation to repair or replace the relevant Maintained Equipment but the Charges due in respect of that Maintained Equipment shall continue to be payable until the Customer removes that Maintained Equipment from the Service by using clause 6.3. If Redcentric agrees to repair or replace any such damaged or destroyed Maintained Equipment, clause 4.3 will apply.

7.3 If an item of Maintained Equipment is replaced with a superior model or item, Redcentric may at any time within the 90 days following that replacement substitute the replacement for a substitute replacement that is at least as good as the item which was originally replaced. Whenever Redcentric exercises this right, title in the replacement shall automatically vest in Redcentric and title in the substitute replacement will vest in the Customer, on the terms set out in clause 7.1(b). If for any reason the Customer has sold the replacement item before Redcentric exercises this right, the Customer shall pay Redcentric's then list price for the item and Redcentric will provide a substitute replacement as above.

8 SOFTWARE

Where software is part of the Maintained Equipment, the following provisions shall apply, notwithstanding any other term of this Section L or any provision of a Service Definition that relates to a Service of the On Premise Maintenance Service Type:

8.1 the only Services that are to be provided in relation to the software are Redcentric endeavouring to resolve the issue by installing any pre-existing patches or bug fixes that are then publicly available from the owner or distributor of the relevant software (and available to Redcentric without further cost to Redcentric) and reversion to the last good configuration for that software which the Customer can provide (if there is one);

8.2 the provisions set out in clause 7 relating to replacement of Maintained Equipment shall not apply; and

8.3 if any further software is provided as part of the Services, that software will be considered to be Standard Software provided subject to the terms of Section I of this Schedule.

M ADDITIONAL TERMS THAT APPLY TO CITRIX PRODUCTS

1 APPLICATION OF THIS SECTION M

1.1 The provisions that follow only apply to those Services within the Citrix Product 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).

1.2 For the avoidance of doubt, the Redcentric Citrix Services are not deemed to be IaaS/SaaS services for the purposes of the MSA, and the Additional terms in Section F shall not apply to Services of the Citrix Product Services Type.

2 DEFINITIONS

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

(a) **"Citrix"** means Citrix Systems UK Limited and/or its relevant affiliates.

(b) **"Citrix EULA"** has the meaning given in clause 3.5 of this Section M.

(c) **"Citrix Product"** means the relevant Citrix™ product provided by Citrix from time to time (for example Citrix Cloud, Citrix NetScalers, Citrix XenApp and Citrix XenDesktop) and supplied to

the Customer by Redcentric in its capacity as Citrix service provider in connection with the Redcentric Citrix Product Services. The term includes the Citrix SaaS Products.

(d) **"Citrix SaaS Products"** means the generally available Citrix software-as-a-service offerings from time to time inclusive of any services delivered through any unified, hosted Citrix service delivery platform (collectively "SaaS Services"), including any components provided with them and updates to them, all as further described in the applicable Citrix service descriptions as amended from time to time, as found at https://www.citrix.com/buy/licensing/saas-service-descriptions.html, and supplied to the Customer by Redcentric in its capacity as Citrix service provider in connection with the Redcentric Citrix Product Services.

(e) **"Redcentric Citrix Services"** means the Services provided to the Customer by Redcentric in respect of the Citrix Products as described in this Section M, the applicable Service Definition and the applicable Statement of Work. The term includes the Redcentric SaaS Services.

(f) **"Redcentric SaaS Services"** means the Services provided to the Customer by Redcentric in relation to Citrix SaaS Products, including the use of the Redcentric SaaS Services platform which incorporates certain Citrix SaaS Products, and related Redcentric Services as described in this Section M, the applicable Service Definition and the applicable Statement of Work; and

(g) **"SaaS Terms"** has the meaning given in clause 5.1 of this Section M.

3. PROVISION OF CITRIX PRODUCTS

3.1 The Redcentric Citrix Services consist of the provision to the Customer of a subscription to the relevant Citrix Products set out in the applicable Statement of Work or related Service Definition together with Services related to the Citrix Products, again, as set out in the applicable Service Definition and Statement of Work. Redcentric provides the Redcentric Citrix Services in Redcentric's capacity as a Citrix service provider.

3.2 The Customer acknowledges that Citrix may modify or withdraw a Citrix Product, or may release a new version of a Citrix Product at any time and for any reason. Citrix has the right to add new features or functionality to, or remove existing features or functionality from, a Citrix Product. Availability of specific Citrix Products is subject to the Citrix product lifecycle policy on www.citrix.com. All Citrix Products are provided by Citrix in accordance with Citrix's applicable service description and any other documents relating to the provision and use of each Citrix Product, as amended by Citrix from time to time. The Customer accepts that Redcentric cannot therefore control the nature of each Citrix Product or the period for which it is available for use.

3.3 Redcentric does not make any representation or warranty about the Citrix Products, save that Citrix has granted all necessary rights to permit Redcentric to enter into this Agreement in respect of the Citrix Products.

3.4 The Citrix Products are licensed to the Customer by Citrix, not by Redcentric, and their use by the Customer, any Beneficiaries and end users is subject to the following terms:

3.4.1 the Customer's use of any Citrix Product other than Citrix SaaS Products is subject to the applicable Citrix end user licence agreements relating to that product, as such agreements may be updated by Citrix from time to time ("Citrix EULA"). It is the Customer's responsibility to make itself aware of, and comply with, all applicable Citrix EULAs. Redcentric has no control over this requirement or over the form of Citrix EULAs. If there is any conflict between the terms set out in an applicable Citrix EULA and any provision of this Section M, the Citrix EULA will take precedence to the extent necessary to resolve the conflict; and

3.4.2 the Customer's use of any Citrix SaaS Product is subject to the SaaS Terms. The Customer may be required to accept click-through Citrix terms of service in order to access a Citrix SaaS Product, but such click-through terms shall not apply, and this Section M, including the SaaS Terms, shall apply in their place in respect of all Citrix SaaS Products.

3.5 Redcentric will provide support Services as part of the Redcentric Citrix Services in accordance with any relevant obligations set out in the relevant Service Definition and Statement of Work. Citrix does not provide any support services directly to the Customer in respect of any Citrix Products.

3.6 Without prejudice to the relevant provisions of the General Terms and paragraph 5 of any applicable Service Definition, the Customer acknowledges and agrees that all data stored on any Citrix Products by the Customer, its Beneficiaries and end users may be processed by Citrix and its affiliates, and Citrix's relevant privacy policies will apply.

4. SERVICE LEVELS AND SERVICE CREDITS

4.1 Any applicable service level targets are provided by Citrix as summarised in clause 4 of the applicable Service Definition. Redcentric is not responsible to the Customer for any failure of Citrix to meet its service level targets. Redcentric does not offer any separate or additional Service Levels, nor does it provide any assurance that Citrix's practices in this area will not change (and if they do change, clause 4 of the applicable Service Definition will be deemed amended accordingly). Without limitation, Redcentric is not subject to any Service Levels in relation to the delivery and/or performance of any Citrix Product, and is not responsible to the Customer for the delivery and/or performance (or non-delivery, late delivery, non-performance or late performance) of the Citrix Products except to the extent (if any) expressly set out in the applicable Service Definition.

4.2 Citrix does not provide service credits. Because the Citrix Products are not designed or managed by Redcentric, Redcentric does not offer Service Credits in respect of Citrix Products, and will not be liable to the Customer for any failure of Citrix to meet its service level goals or for any other failure of Citrix's services.

5. SAAS TERMS

5.1 The provision and use of the Redcentric SaaS Services is subject to the terms of this clause 5 of Section M ("SaaS Terms"). By accessing and/or using the Redcentric SaaS Services, the Customer is agreeing, on behalf of itself and all its Beneficiaries and users of the SaaS Services, to be bound by the SaaS Terms. The SaaS Terms are licence conditions for the purposes of clause 3.6 of the General Terms. In the event of any conflict between the SaaS Terms and any other provision of the MSA, the SaaS Terms shall take precedence to the extent necessary to resolve the conflict.

5.2 The Customer's subscription to Citrix SaaS Products permits the Customer, its Beneficiaries and permitted end users to use any components provided by the subscription as may be required to access and use Citrix's services during the Term in accordance with this Agreement. Citrix's updates to the Citrix SaaS Products are included in the Charges. The Customer shall use the then-current version of the Services, including any updates, as made available by Redcentric. To the extent that Beneficiaries, and end users of the Customer and Beneficiaries, use the Citrix SaaS Products, the Customer will be liable to Citrix if any such third party fails to comply with any term or condition of the SaaS Terms. Citrix shall be entitled to enforce the terms of this clause 5.2 in accordance with the Contracts (Rights of Third Parties) Act 1999.

5.3 The Redcentric SaaS Services are to be used solely in order to fulfill the Customer's and any Beneficiaries' own internal needs for business use, and without limitation are not for use by consumers. This provision is in addition and without prejudice to the provisions of the General Terms, including clause 17.

5.4 The Customer agrees to indemnify and hold Redcentric harmless against any third party claim and/or liability resulting from the Customer's use, and/or any Beneficiary's or end user's use, of the Citrix SaaS Products. If the Customer becomes aware or receives notice from Redcentric that any such access to or use of any Citrix SaaS Product violates any provision of the MSA and/or the SaaS Terms, the Customer must take immediate action to remove any applicable content or to suspend the relevant user's access to the Redcentric SaaS Services, as applicable. Redcentric may ask the Customer to remedy any such violation, and if the Customer fails to comply with such request, without prejudice to its other rights and remedies, Redcentric may suspend the Services (i) in accordance with clause 3.12 of the General Terms, and/or, (ii) if Citrix imposes any suspension of the use of the Citrix SaaS Products, in accordance with clause 3.13 of the General Terms.

5.5 The Customer acknowledges that in respect of the Redcentric SaaS Services Citrix does not have any liability, warranty, indemnification or support obligations directly with the Customer or any Beneficiaries or users.

5.6 Except as may be expressly granted in this MSA, no licence or other rights with respect to the Citrix SaaS Products, any related Citrix product, and/or any Intellectual Property Rights or company/trade names are granted or implied, and the Customer (and any Beneficiary) has no right, title or interest in or to any name, logo, or mark belonging to Citrix or its affiliates ("Citrix Marks"), or any services or any components provided by Citrix in connection with the Citrix SaaS Products, or any Intellectual Property Rights related thereto. The Customer acknowledges (on its own behalf and on behalf of each Beneficiary) that Citrix or its licensors retain all proprietary right, title and interest in and to, or practised in connection with, the Citrix Marks and the Citrix SaaS Products and any components, including, without limitation, all modifications,

improvements, enhancements, derivative works, configuration, translations, upgrades and interfaces thereto. This includes any information that Citrix and its service providers collect through the Citrix SaaS Products, such as usage patterns, user feedback, and other information to improve and enhance the Citrix SaaS Products. The Customer (on its own behalf and on behalf of each Beneficiary) hereby grants Citrix a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and licence, with the right to sublicense, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of, and otherwise exploit any such user feedback without restriction in any manner now known or in the future conceived, and to make, use, sell, offer to sell, import and export any product or service that incorporates the feedback. Citrix shall be entitled to enforce the terms of this clause 5.6 in accordance with the Contracts (Rights of Third Parties) Act 1999.

5.7 The Customer (on its own behalf and on behalf of each Beneficiary) agrees that it shall not, and each Beneficiary shall not, use, register or apply for registration of any trademark, service mark, business name, company/trade name, domain name or social media account name or handle that is comprised of or incorporates in whole or in part any Citrix Mark, or is otherwise confusingly similar to a Citrix Mark. In the event of any breach of this provision, the Customer agrees with Redcentric that the Customer will do (and will procure that each Beneficiary will do) all things necessary to effect the transfer of any such same or similar trademark, service mark, business name, company/trade name, domain name or social media account name or handle to Citrix, including but not limited to executing assignment documentation. Citrix shall be entitled to enforce the terms of this clause 5.7 in accordance with the Contracts (Rights of Third Parties) Act 1999.

5.8 The Customer and Beneficiaries may receive Open Source Software when it uses the Redcentric SaaS Services. Any such Open Source Software is made available under the applicable open source licences. For the purposes of this clause, Open Source Software means third party software distributed by Citrix under an open source licensing model (e.g., the GNU General Public License, BSD or a licence similar to those approved by the Open Source Initiative).

5.9 The Customer (and each of its Beneficiaries) retains all rights to any and all of its content stored on the Redcentric SaaS Services ("Customer Content"), subject to the Customer hereby granting (on its own behalf and on behalf of each Beneficiary) a non- exclusive, worldwide, royalty-free licence to Citrix to store and process such Customer Content, to the extent necessary to enable Citrix to provide its services related to the Citrix SaaS Products. Citrix's interaction with such Customer Content varies depending on the nature of the Service. The Customer shall comply (and procure that its Beneficiaries comply) with all intellectual property laws and obligations related to the Customer Content, as well as all legal duties applicable to the Customer (or any Beneficiary) by virtue of using the Redcentric SaaS Services, including providing all required information and notices and obtaining all required consents. Citrix shall be entitled to enforce the terms of this clause 5.9 in accordance with the Contracts (Rights of Third Parties) Act 1999.

5.10 The Customer shall at all times retain, and procure that each Beneficiary retains, a current copy of its content outside the Redcentric SaaS Services for backup and archival purposes.

5.11 If Redcentric reasonably believes a problem with the Redcentric SaaS Services may be attributable to Customer or Beneficiary or end user content or their respective use of the Services, the Customer shall cooperate (and procure that each Beneficiary cooperates) with Redcentric to enable Redcentric and/or Citrix to identify the source of and to resolve the problem.

5.12 Upon termination of a Redcentric SaaS Service for any reason, the Customer and each Beneficiary will immediately discontinue all access and use of such Redcentric SaaS Service and Redcentric will disconnect such access and use. The Customer acknowledges that neither Citrix nor Redcentric has any obligation to maintain Customer content on any Redcentric SaaS Service following termination, subject to compliance with applicable law. The Customer is responsible for ensuring that all its and its Beneficiaries' content is backed up separately pursuant to clause 5.10 above, and available following any termination of Redcentric SaaS Services.

5.13 The Customer acknowledges (on its own behalf and on behalf of each Beneficiary) that the Redcentric SaaS Services are not designed or intended for access and/or use in or during high-risk activities, including but not limited to: medical procedures; on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction, operation or maintenance of any nuclear facility.

HEAD OFFICE

Central House
Beckwith Knowle
Harrogate
HG3 1UG

T 0800 983 2522
E sayhello@redcentricplc.com
W www.redcentricplc.com

redcentric

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