

Company Reg No: 384 5616

Company VAT No: 741 1237 68

**INVOICE**

To Europe Copper Ltd  
483 Green Lanes  
London  
N13 4BS

Page 1 of 2

Number 2787972

Date 07/08/2018

Quantity	Details	Net	VAT	Gross
1.00	Setup fee for SOLO   Dell R230 Intel E3-1230v5 (3.4 GHz, 4 Core) 16GB RAM 2 x 120GB SSD RAID1 - Web/ DB Order PG 289499	£199.00	£39.80	£238.80
1.00	Monthly fee for SOLO   Dell R230 Intel E3-1230v5 (3.4 GHz, 4 Core) 16GB RAM 2 x 120GB SSD RAID1 - Web/ DB (1 Month(s)) Order PG 289499	£132.00	£26.40	£158.40
1.00	Monthly fee for Cpanel Control Panel for Dedicated Linux Server (1 Month(s)) Order PG 289499	£30.00	£6.00	£36.00
1.00	Monthly fee for Dedicated Cisco ASA v5 Firewall (1 Month(s)) Order PG 289499	£32.00	£6.40	£38.40
1.00	Monthly fee for UKFast Backup   100GB Allowance (1 Month(s)) Order PG 289499	£50.00	£10.00	£60.00
1.00	Setup fee for Discount of 10% for 36 Month contract (Excluding Licenses) (for minimum term only) Order PG 289499	£-19.90	£-3.98	£-23.88
	Sub Total	£423.10	£84.62	£507.72

Continues on next page

Net

VAT

Total



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Date 07/08/2018

Quantity	Details	Net	VAT	Gross
1.00	Monthly fee for Discount of 10% for 36 Month contract (Excluding Licenses) (for minimum term only) (1 Month(s)) Order PG 289499	£-18.20	£-3.64	£-21.84
1.00	Setup fee for Director's Discount Order PG 289499	£-179.10	£-35.82	£-214.92
1.00	Monthly fee for 2 x Hosted Microsoft Exchange for falkculinair.co.uk - 1 Premium Business Mailbox (1 Month(s)) Order PG 290629	£9.00	£1.80	£10.80

Payment due on receipt of invoice

Net £234.80

VAT £46.96

Total £281.76



## Enquiries

If you have a query about your account or any invoice, please call the Accounts Department (9am-5.30pm Mon - Fri)  
Calls to this number are charged at a local rate.

t. 0845 458 3535

f. 0870 458 4545

e. [accounts@ukfast.co.uk](mailto:accounts@ukfast.co.uk)

For all written enquiries, please address your letter to:

Accounts Department, UKFast.Net Ltd, UKFast Campus, Birley Fields, Manchester, M15 5QJ.

## Changing contact details

If any of your company details change, you are able to update your records directly using your Online Client Control Panel. This automatically changes the details accessed by our accounting system. If you forget your password or you are unable to log into your Client Area please email [support@ukfast.co.uk](mailto:support@ukfast.co.uk)

## New services

If you want advice on new services or you wish to amend existing services please call **FREE** on **0800 458 4545**.

## Striving for improved communication

We are determined to give you excellent customer service. A great deal of energy is invested into staff training and communication. If you have a problem or if you are unhappy with the way we have dealt with you, please call 0845 458 4545 and ask to speak with a manager.

## Payment Methods available to you



### **Online**

Paying online is quick, easy and secure and your account is updated instantly.



### **Direct Debit**

Make life easier and pay by Direct Debit. It only takes a minute to setup online and future payments will be taken automatically, remove the hassle of monthly payments via credit or debit card, cheque or BACS.

Set up Direct Debit Online Now via MyUKFast - <http://www.ukfast.co.uk/myukfast.html>

Or if you prefer, contact our accounts team on 0845 458 3535 to arrange Direct Debit over the phone.



### **Phone**

Simply call UKFast on 0845 458 3535 and ask to speak to someone in accounts. Have your credit or debit card ready. We accept VISA, DELTA, MASTERCARD, SWITCH/MAESTRO.



### **Automatic Bank Transfer**

Name: UKFast.Net Ltd

Sort Code: 01-10-01

Account No: 69548579



### **Cheque**

Please make your cheque payable to UKFast.Net Ltd.

Send your payment to:

Accounts Department, UKFast.Net Ltd, UKFast Campus, Birley Fields, Manchester, M15 5QJ.

## Terms and conditions of business and domain name terms

The contract between you and UKFast.Net Ltd is subject to our Terms and Conditions, Domain Name Terms, Privacy Policy and Acceptable Usage Policy, copies of which can be found on our site at: <http://www.ukfast.co.uk/terms.html>

By using UKFast.Net Ltd to register or host your domain, or for any other Internet related service you automatically agree to our Terms and Conditions, Domain Name Terms, Privacy Policy and Acceptable Usage Policy.



# terms and conditions

## 1. DEFINITIONS

In these terms and conditions of business the following words shall have the following meanings:

- 1.1 "Agreement" means the Order Form, the Conditions, the Domain Terms, the AUP and the SLA;
- 1.2 "AUP" means the Acceptable Use Policy of the Company, a copy of which may be found on the Company's website and as may be updated from time to time;
- 1.3 "Change Recommendation" means the change(s) which may be recommended by the Company at any time in writing in accordance with the mechanism set out in Clause 3.2;
- 1.4 "Change Request" means the change(s) which may be requested by the Customer at any time in writing in accordance with the mechanism set out in Clause 3.2;
- 1.5 "Change Response" means the written response provided by the Company to the Customer in accordance with Clause 3.2 following an investigation into the effect(s) of the proposed change(s);
- 1.6 "Company" means UKFast Net Limited (Company Registration Number 03845616) whose registered office is situated at UKFast Campus, Birley Fields, Manchester M15 5QJ;
- 1.7 "Customer's Network" means the network owned and operated by the Company for the purpose of connecting the Customer to the Internet;
- 1.8 "Conditions" means these terms and conditions;
- 1.9 "Customer" means any person or organisation with whom the Company enters into the Agreement and as stated on the Order Form;
- 1.10 "Domain Terms" means the domain terms applicable to the Customer, a copy of which may be found on the Company's website;
- 1.11 "Initial Term" the minimum term stated on the Order Form commencing from the date upon which the Services are made available to the Customer (being on sever details are provided in writing to the Customer once this is completed);
- 1.12 "Internet" means the global data network comprising interconnected networks to which the Company is connected and provides access to its Customer(s);
- 1.13 "Internet Protocol Address" means such sequence of alphanumeric or numeric only characters as assigned by the Company to the Customer;
- 1.14 "IPv4/IPv6" means Internet Protocol Version 4 or Version 6 (as the case may be);
- 1.15 "Order Form" means the Company's Order Form (which is signed by the Customer or electronically signed by submission of the Customer's UKFast unique pin code) relating to the Services to be provided by the Company to the Customer;
- 1.16 "Parties" means the Customer and the Company;
- 1.17 "Password" means the alphanumeric characters chosen and used exclusively by the Customer at its own risk for the purpose of securing and maintaining the exclusivity of its access to the Company's Services;
- 1.18 "Sanctions" means any trade, economic or financial sanctions laws, regulations or restrictive measures administered, enacted or enforced by the Security Council of the United Nations and/or the governments and official institutions of any of the United States of America, the European Union and/or the United Kingdom from time to time;
- 1.19 "Services" means the services to be provided by the Company described in the Order Form and the SLA to be provided by the Company to the Customer;
- 1.20 "SLA" means the Service Level Agreement of the Company (being either the standard SLA or SLA+ (as the case may be)) as set out on the Order Form, a copy of which has been made available to the Customer prior to signature of the Order Form;
- 1.21 "User" means any person who is authorised to access the Company's Services pursuant to clause 11.2;
- 1.22 "User" means any person, organisation or other entity that employs the Services provided by the Company and is in most cases the Customer; and
- 1.23 "Username" means a sequence of alphanumeric characters as are used by the Customer to identify itself.

## 2. ACCEPTANCE OF AGREEMENT

2.1 The Customer acknowledges and the Parties shall continue to perform their respective obligations under the Agreement as if the Customer's own standard order form or otherwise. In the event of any conflict between the Conditions and the Agreement for the Services then the Conditions shall prevail.

## 3. SERVICES

3.1 The Company shall provide the Services to the Customer in accordance with the Agreement. The Customer warrants that the signatory to the Order Form has all requisite and due authority to bind the Company to the Agreement.

3.2 Without prejudice to Clause 28, changes can only be effected in accordance with the following change control mechanism:

- (a) either the Company may recommend, or the Customer may request, at any time in writing changes to the Services or other provisions of the Agreement; the Company shall proceed with the proposed change(s) if it will not materially affect the Customer's account manager;
- (b) the Company will notify the Customer in writing within 10 working days of either the Company making a change recommendation (known as a "Change Recommendation") or receiving a written request for changes from the Customer (known as a "Change Request") of the time needed to investigate the implication(s) of the proposed change(s) together with the costs (if any) to be charged by the Company to the Customer for undertaking such an investigation;

3.3 If the investigation proceeds (since it is for the Customer to give the Company a written instruction to investigate the implication(s) of the proposed change(s) by first having agreed to pay any costs to be charged by the Company to the Customer for undertaking it) the Company will give a written response (known as a "Change Response") showing the effect(s) of the proposed change(s) including:

- (i) a project timeline;
- (ii) any additional expenses and/or charges that will be incurred;
- (iii) any effects on other contractual provisions of the Agreement should the proposed change(s) be implemented and in so doing the Company shall use all reasonable endeavours to ensure that the Change Response is given within 10 working days (or such longer period as may be reasonably agreed between the Parties) of receipt by the Company of a written instruction to investigate the implication(s) of the proposed change(s);
- (iv) the total data sent and received within the Company's network is calculated monthly per customer and measured in Gigabytes rounded up to the next 1 Gigabyte. The total bandwidth for the solution is stated on the Order Form and the Company reserves the right to charge the Customer for additional bandwidth in excess of the stated bandwidth per month;
- (v) The Company does not warrant that the Company's technology or the Services will be compatible with any equipment, software or other technology not provided by the Company;

3.4 All key personnel and subcontractors provided by the Company to perform the Services pursuant to the Agreement shall have the appropriate technical and application skills to enable them to adequately perform their duties. The Company will use reasonable endeavours to ensure continuity in staffing of its key personnel. The Company shall perform its duties in a good and workmanlike manner and in accordance with all applicable laws.

3.5 The Customer agrees to procure the agreement and understanding of the Customer's own customers where the Services are to be sold to third parties and procure in writing the agreement of such customers that they agree to terms and conditions no less onerous than those contained in the Conditions.

3.6 The Customer agrees not to oversell the Services (or any part thereof) under the Agreement to any third party.

3.7 The total data sent and received within the Company's network is calculated monthly per customer and measured in Gigabytes rounded up to the next 1 Gigabyte. The total bandwidth for the solution is stated on the Order Form and the Company reserves the right to charge the Customer for additional bandwidth in excess of the stated bandwidth per month.

3.8 The Company does not warrant that the Company's technology or the Services will be compatible with any equipment, software or other technology not provided by the Company.

## 4. THIRD PARTY SOFTWARE AND HARDWARE/ LICENCES

4.1 All third party software and hardware shall be sold subject to the Customer's acceptance of the relevant suppliers' software licence(s) for such third party software and the Customer confirms acceptance of such terms by entering into this Agreement. The Company aims, wherever possible, to pass onto the Customer all benefits and any and all representations and warranties it receives from third party software suppliers but is under no obligation to do so given that such matters lie outside the Company's control.

4.2 The Customer shall inform the Company as soon as practicable of any new Users who at any time during this Agreement have access to any Microsoft® product under a subscriber access licence. The Customer warrants to the Company that it shall notify the Company promptly if at any time during the Agreement it installs any non-Company Microsoft® provided software on its system. The Customer shall not at any time amend the licences on its system or consent to the Company or transfer images of the Company's Windows Servers outside of the Company's Network. If a Customer wishes to use "License Mobility", the Customer shall notify Microsoft® by submission of a "License Mobility" form within 10 days of deployment thereof. The Customer agrees that the Company shall be entitled to disclose details of its identity to Microsoft® and other third party software vendors where the Company is contractually obligated to do so for licensing purposes.

4.3 If the Customer uses any non-Company provided software, the Customer warrants to the Company that it is duly licensed to use such software, that the licence grants sufficient rights to the Company to enable the Company to provide the Services in accordance with the Agreement and is a party to an appropriate written licence agreement with the software vendor. As the Company acts as a reseller for various third party software vendors, the Customer agrees to provide evidence of such licence(s) and/or compliance with such non-Company provided licence(s) upon the Company's reasonable request. If the Customer fails to provide reasonable evidence of such licensing, the Company, at its discretion, may terminate the agreement, suspend the Services pursuant to clause 10 or charge the Customer the standard fees and any related penalty which the Company is liable for under its licensing agreement with the relevant software vendor. The Customer shall indemnify the Company for any costs, claims, losses, damages, liabilities, demands and/or expenses including legal costs incurred and/or suffered as a result of any failure by the Customer to be appropriately licensed in respect of non-Company provided software.

4.4 The Customer is subject to rights of audit where it acts as a reseller for third party software. Accordingly the Customer acknowledges and agrees that the Company may regularly run a series of scripts on the Company's server(s) to determine what software is held on the server, how many Users have access to each piece of software and assess any additional fees that may be payable and shall provide reasonable and prompt assistance in relation to any information or audits requested by such third party software suppliers.

4.5 The Customer's non-Company provided software must be compatible with the Company's standard process for deploying the Services. The Customer agrees that the Company will not be in breach of any SLA or other obligation under this Agreement that would not have occurred but for the Customer's use of non-Company licensed software.

4.6 The pricing set out in the Order Form for third party software is estimated to the extent that the actual cost during the term of the Agreement may vary from the Order Form but the Company will not be liable for any increase in the price of such software. The Company's specific requirements, changes to the number of Users, changes to functionality, changes in exchange rates and changes in pricing by the third party software vendors on or after the date on which the software is ordered all of which said matters lie outside the control of the Company.

4.7 To the extent that third party software is supplied by the Company, the Customer may procure support services in accordance with the details set out in the Order Form but the Company will not be liable for any increase in the price of such software. The Company's specific requirements, changes to the number of Users, changes to functionality, changes in exchange rates and changes in pricing by the third party software vendors on or after the date on which the software is ordered all of which said matters lie outside the control of the Company.

## 5. RIGHT TO CHANGE USERNAME, INTERNET PROTOCOL ADDRESS AND PASSWORD

5.1 The Company shall have the right to change the Customer's Username, Internet Protocol Address and/or Password allocated by the Company to the Customer for the purpose of essential network maintenance, enhancement modernisation or other work deemed necessary for the effective operation of the Company's Network. The Customer acknowledges that the Company cannot guarantee the availability of Internet Protocol Addresses under IPv4 and it future it may be necessary for the Company to allocate additional Internet Protocol Addresses which are requested under IPv6.

## 6. INVOICING

6.1 All charges for the Services shall be detailed on the Order Form. Invoices shall be raised and be payable in sterling unless otherwise agreed in writing with the Company. Set up fees and any monthly fees which are agreed to be paid in advance as stated on the Order Form will be invoiced following signature of the Order Form. Invoicing of fees for subsequent months shall commence 30 days after the Services are made available to the Customer (monthly in advance) unless otherwise agreed and stated on the Order Form. All payments shall be due to the Company on presentation of invoice or as otherwise stated on the Order Form.

6.2 The Company reserves the right to vary all charges to the Customer with one month's notice but any such variation shall only take effect on the date of expiry of the Initial Term or on each year on the anniversary of the date of the Order Form (whichever is the earlier). Any discount agreed at commencement of the Services (as specified on the Order Form) shall apply to the Initial Term only.

6.3 The Order Form details the variables included (but not limited to) the Customer's specific requirements, changes to the number of Users, changes to functionality, changes in exchange rates and changes in pricing by the third party software vendors on or after the date on which the software is ordered all of which said matters lie outside the control of the Company.

6.4 The Company reserves the right to charge interest on late payments at the rate of 5% above the Bank of England Base Rate in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002.

6.5 All charges and tariffs are quoted exclusive of Value Added Tax.

6.6 The Company reserves the right to change payment terms and require deposits if the Customer is more than 30 days late in making payments during the term of the Agreement in addition to or in lieu of any other remedies set out in the Conditions or otherwise available at law or in equity.

## 7. USAGE

7.1 The Customer hereby agrees to accept and abide by the AUP.

## 8. EQUIPMENT

8.1 Equipment leased from the Company shall at all times remain the property of the Company. The Customer shall indemnify the Company for any costs, claims, losses, damages, liabilities, demands and/or expenses including legal costs incurred and/or suffered by the Company as a result of any failure by the Customer to abide by the AUP.

## 9. LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

9.1 Nothing in the Agreement shall limit the Company's liability to the Customer for:  
9.1.1 death or personal injury resulting from the Company's negligence; or  
9.1.2 any other act or omission of the Company for which liability may not be limited in law.

9.2 Except for the Company's liability to the Customer listed in Clause 9.1 (where no cap applies), the Company's liability arising under or in connection with the Agreement for the provision of the Services whether in contract, tort, negligence, breach of statutory duty or otherwise howsoever arising shall not exceed the greater of:  
(a) £5,000 (FIVE THOUSAND POUNDS); or  
(b) the total amount paid by the Customer under Clause 6.1 in the month when the event giving rise to the liability occurs (or the first event in any series of connected events) occur.

9.3 Notwithstanding Clause 9.2, in no case shall the Company be liable either to the Customer or to any third party for or in respect of any:  
9.3.1 indirect, consequential, special or economic loss; or  
9.3.2 loss of profit, loss of business, loss of goodwill, loss of turnover, loss of reputation, loss of anticipated savings or loss of margin (in each case whether direct or indirect) arising from its performance or non-performance of its obligations in connection with the Agreement whether arising from breach of contract, tort, breach of duty, negligence or any other cause of action even if the event was foreseeable by the Company or the possibility thereof is or had been brought to the attention of the Company.

9.4 Except for the purposes of Clause 9.1, no action or proceedings against the Company arising out of or in connection with the Agreement shall be commenced by the Customer more than one year after the Services have been rendered and in this respect the Customer acknowledges that this clause constitutes an express waiver of any and all of its rights under any otherwise applicable statute of limitations.

## 10. SUSPENSION

10.1 In addition to the provisions of Clause 15, the Services may be suspended by the Company 5 days after a notification of suspension has been issued by email and without prejudice to the Company's rights of termination under Clause 11 in the event of the Customer:

- (a) failing to make any payment to the Company on the relevant due date for payment;
- (b) doing or allowing anything to be done which contravenes the AUP; or
- (c) being in breach of clause 4.3; or
- (d) being otherwise in breach of the Conditions.

Back-up services shall cease to be provided upon suspension of your MYUKFast area which may take place before the server is switched off.

10.2 Suspension shall not affect the liability of the Customer to pay charges and other amounts to the Company.

## 11. TERM AND TERMINATION

11.1 Subject to clause 11.2 below, the Agreement shall come into effect on the signature of the Order Form (or electronic signature of the Order Form by

submission of the Customer's UKFast unique pin code) and remain in force for the Term.

11.2 Termination of the Agreement can be effected:

- (a) by the Customer giving the Company not less than 30 days' prior written notice (in accordance with Clause 16.1) which notice shall expire on or after expiry of the Initial Term;
- (b) by the Company at any time forthwith if the Customer commits any material breach of the Agreement including (but not limited to) non-payment of any fees due or a breach of the AUP;
- (c) by the Company giving the Customer 30 days' prior written notice at its sole discretion for any reason; or
- (d) by either party upon an application being made to court or an order being made for the appointment of an administrator, the institution of insolvency, receivership, bankruptcy or any other proceedings for the settlement of the other party's debts or the other party suspending or threatening to suspend payment of its debts or its business or upon the making of an arrangement for the benefit of the other party's creditors or upon the dissolution of the other party.

11.3 The Company reserves the right to invalidate any or all of the Customer's Username and Internet Protocol Address issued to the Customer following termination of the Agreement and to re-allocate it or them to another customer.

11.4 Domain name hosting and transfer requests for domain name server records may be submitted in writing with the authorised signature of the domain name owner or via the UKFast portal and while there is no charge for such requests a small charge may nevertheless be made to cover the Company's administration costs. Domain name transfers will not be made until all outstanding amounts have been paid by the Customer such that until this happens domain names remain the property of the Company.

11.5 The Customer shall return all equipment cables and literature belonging to the Company at the Customer's own cost within 5 days of termination of the Agreement and shall ensure that it arrives in good working order otherwise an appropriate fee may be levied by the Company.

## 12. RIGHTS ON TERMINATION

12.1 Termination of the Agreement shall not affect any pre-existing liability of the Customer or affect any right of the Company to recover damages or pursue any other remedy in respect of any breach of the Agreement by the Customer.

12.2 On termination of the Agreement the right to the use of the Internet Protocol Address allocated by the Company shall revert to the Company.

12.3 In the event of termination of the Agreement by the Company due to breach of the Conditions by the Customer, the Company shall be entitled to the balance of all payments which would but for such termination have accrued up to the earliest date upon which the Agreement could have been terminated by the Customer in accordance with the Conditions.

## 13. RELEASE OF INFORMATION

13.1 The Company shall not be obliged to release any domain name and may refuse to do so until the Agreement has been validly terminated and the Customer has complied with all of its obligations including (but not limited to) the payment of all sums due to the Company. Domain names remain the property of the Company until all sums due have been received.

## 14. INTELLECTUAL PROPERTY

14.1 The Company grants to the Customer a limited, non-exclusive licence to use the Services during the Term of the Agreement and subject to the restrictions set forth in the Agreement which licence does not entitle the Customer to any updates, modifications or new releases to any deliverables or software.

14.2 The Company reserves any and all of the Company's copyright, trademarks, trade names, patents and all other intellectual property rights created, developed, subsisting or used in connection with any deliverables, software and/or the Services which are the sole property of the Company.

14.3 The Customer shall not be permitted to reverse engineer, decompile, disassemble, modify, create derivative works or to sublicense the software except where permitted to do so by the terms of the Agreement and in particular the Customer shall not (and shall not allow any third party to):

- (a) remove any product identification, copyright, trademark or other notices;
- (b) sell, pledge, lease, lend, distribute over the Internet;
- (c) load or use ported or otherwise modified or incorporated into or with other software) or with any machine or system that is not physically kept at the facilities of the Customer or within third party facilities contracted by the Customer;
- (d) The Customer shall not disassemble, decompile or otherwise reverse engineer the Services provided under the Agreement.

## 15. FORCE MAJEURE

15.1 The Company shall not have any liability to the Customer for any delay, omission, failure or inadequate performance of the Agreement which is the result of circumstances beyond the reasonable control of the Company. Such circumstances shall include but not be limited to strikes, lock-outs, failure of a utility service or network, default of suppliers, act of god, war, riot, civil commotion, malicious damage, denial-of-service/distributed-denial-of-service attacks, compliance with law or governmental order, rule, regulation or direction, fire, flood, storm, earthquake and acts of terrorism. Where the Company is so affected in its performance under the Agreement, it will notify the Customer in writing as soon as it is reasonably possible.

15.2 Where the performance of the Agreement is affected by force majeure the Company shall use its reasonable endeavours to overcome the problem as soon as practically possible.

## 16. NOTICES

16.1 Other than suspension notices served pursuant to Clause 10 and any notice served by the Customer under Clause 11.2(a), any notice given under or in connection with the Agreement shall be in writing and shall be duly delivered if sent by first class post to the relevant address given in the Agreement or to such other address as the recipient may have previously notified in writing to the other party for that purpose. Any notice served by the Customer under Clause 11.2(a) shall be delivered by letter in writing duly signed by the Customer by email to cancellations@ukfast.co.uk or posted marked for the attention of Cancellations Department.

16.2 Suspension notices served pursuant to Clause 10 shall be deemed as duly delivered and received when sent by email to such email address as the Customer may have previously notified in writing to the Company.

16.3 Other than suspension notices served pursuant to Clause 10 or maintenance notices served pursuant to Clause 16.4, any notice shall be deemed to be duly delivered at the expiration of 48 hours after the envelope containing the notice had been posted and in proving such service it shall be sufficient to show that the envelope was properly addressed and posted as a first class letter.

16.4 The Company will provide 5 days' notice (by email) for any maintenance the Company wishes to undertake but in the event of emergency maintenance the Company will provide as much notice as is reasonably possible.

## 17. DATA PROTECTION

17.1 The following purposes of this Agreement:

17.1.1 the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" shall have the meaning given to those terms in the Data Protection Act 1998, and "Process" and "Processed" shall be construed accordingly;

17.1.2 "Data Protection Laws" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data; and

17.1.3 "Customer Data" means the Personal Data of the Customer and its customers, where such Personal Data is Processed by either party under this Agreement;

17.1.4 "Regulator" means the UK Information Commissioner (including any successor or replacement);

17.1.5 The Company shall be subject to the Processing of Customer Data under this Agreement, the parties agree that the Customer shall be the Data Controller and the Company shall be the Data Processor.

17.2 Where the Company is Processing Personal Data as part of the Services the Company agrees to only process Personal Data for and on behalf of the Customer for the purposes of performing the Services and in accordance with any other reasonable and lawful instructions issued by the Customer in writing under the Agreement.

17.3 Where the Customer requires assistance from the Company in order to respond to requests, queries and/or investigations in respect of the Personal Data or requires that the Company shall help the Customer in safeguarding the Personal Data, the Company shall, so far as technically practicable given the nature of the Services provided, provide the Customer with such assistance as the Customer may reasonably request at the Customer's cost with any such assistance provided by the Company to be subject to the Data Protection Act 1998. The Company must so far as technically practicable given the nature of the Services provided, respond to and comply with the Customer's request within a reasonable period of time or receiving the request for assistance.

17.4 The Company shall not be in breach of this Clause 17 if it acts on the instructions of the Customer.

17.5 The Company acknowledges and agrees that the Customer retains all rights, title and interest in and to the Personal Data absolutely, including but not limited to any copyright or other intellectual property rights in such data.

17.6 The Company will, at the Customer's request in writing, deliver up to the Customer all documents, material and/or other media which may be in the Company's possession, power and/or control or any of its employees, consultants, agents and/or sub-contractors' possession, power and/or control which comprises or contains any part of information in relation to the Personal Data.

17.7 The Customer shall be deemed to have accepted the Customer shall, make due notification to any relevant Regulator and shall comply at all times with the Data Protection Laws;

17.8.1 ensure it is not subject to any prohibition or restriction which would:  
(a) prevent or restrict it from disclosing or transferring the Personal Data to the Company, as required under this Agreement;

(b) prevent or restrict it from granting the Company access to the Personal Data, as required under this Agreement; or  
(c) prevent or restrict the Company from Processing the Customer Data as envisaged under this Agreement;

(d) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable both parties to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws.

17.9 The Customer acknowledges and agrees that telephone calls to or from the Company to it may be recorded for business purposes, such as for quality control and training.

## 18. SECURITY

18.1 The Customer is solely responsible for determining the suitability of the Services in light of the nature of any data stored on the Services and for determining what steps are appropriate for maintaining security, protection and back up. The Company shall maintain appropriate physical security controls at its data centres but has no obligation to provide security or back-ups of data other than as stated in the Agreement. The Company has no obligation in relation to application security and/or the encryption of any data and has no responsibility in relation to issues caused by or in respect of the Customer's code. The Company does not run any periodic checks on the integrity of Customer's data or backup data. The Company shall have no responsibility for the administration, management of access and responsibilities for the Customer's end users and for any layers above the Company's infrastructure or any other matters for which the Company's liability is expressly excluded and agreed in writing between the parties due to the nature of the Customer's solution.

18.2 The Company's security partner Secama Limited offers annual security audits. If an annual security audit is stated on the Order Form, this shall be performed on the Customer's written request.

18.3 The Customer shall be required to perform penetration testing on its environment without seeking approval from the Company.

## 19. EXPENSES OF THE COMPANY

The Customer shall pay to the Company all costs and expenses reasonably and properly incurred by the Company in enforcing any of the Conditions or in exercising any of the Company's rights or remedies under the Agreement including (but not limited to) all costs incurred in tracing the Customer in the event that the Customer cannot be traced at the last known address of the Customer.

## 20. BRIBERY AND CORRUPTION

20.1 Both parties shall and shall procure that persons associated with it shall comply with all applicable laws, statutes and regulations relating to anti-bribery and corruption. Each party shall have and maintain in place throughout the term of the Agreement its own policies and procedures under the Bribery Act 2010 to ensure compliance with the requirements under the Bribery Act 2010.

## 21. SANCTIONS/EXPORT CONTROLS

21.1 In entering into this Agreement the Customer confirms it is not currently the subject of any Sanctions.

21.2 The Services are subject to local export control laws and regulations and dependent on the software used to deliver the Services may be subject to the export control laws and regulations of the United States. The parties shall comply with such laws and regulations governing use, export and re-export of the Services.

## 22. NON-AWAIVER

22.1 Any allowance of time to pay or any other form of indulgence by the Company shall in no manner affect or prejudice the Company's right to payment and interest pursuant to the Conditions or otherwise under this Agreement.

22.2 In future, negligence or other breach of the Agreement by the Customer may be construed as a waiver of any of the Company's rights in respect thereof nor such neglect, failure or delay a variation of the express terms of the Agreement.

## 23. INVALIDITY

23.1 In the event that any part of the Agreement is found to be invalid or otherwise unenforceable then such provision shall be regarded and construed as severable from the Agreement so as not to affect the validity and enforceability of the remainder.

## 24. CONFIDENTIALITY

24.1 Each party undertakes to the other that it shall keep (and shall procure that its directors and employees shall keep) secret and confidential and shall not use or disclose to any other person any confidential information or material of a technical or business nature relating in any manner to the business, products or services of the other party which the receiving party may receive or obtain in connection with or incidental to the performance of the Agreement but subject to the remaining provisions of this Clause 24.

24.2 Notwithstanding Clause 24.1, the receiving party shall not be prevented from using any general knowledge, experience and skills not treated by the disclosing party as confidential or which do not properly belong to the disclosing party and which the receiving party may have acquired or developed at any time during the term of the Agreement.

24.3 Notwithstanding Clause 24.1, the receiving party shall not be prevented from using the information or material referred to in Clause 24.1 above to the extent such information or material comes into the public domain otherwise than through the default or negligence of the receiving party.

24.4 Notwithstanding Clause 24.1, either party shall have the right to communicate any information concerning the other party to any Government department, regulatory body or any other form of enforcement authority or as may be required by law.

24.5 In entering into this Agreement the Customer agrees to indemnify the Company for the use of its corporate name by the Company solely for the purposes of referring to the Customer as a customer for the Company's marketing, advertising and promotional purposes and the Customer hereby gives its consent to its name appearing on the Company's website and/or promotional materials in such capacity. The Customer may revoke this consent in writing at any time.

## 25. ASSIGNMENT

25.1 The Customer shall not assign or transfer any of the Customer's rights or obligations under the Agreement without the prior written consent of the Company.

## 26. CLAUSE HEADINGS

26.1 Clause headings are for ease of reference but do not form part of the Agreement and accordingly shall not affect its interpretation.

## 27. ENTIRE AGREEMENT

27.1 The Services are provided subject to the Conditions to the exclusion of any other terms and conditions such that and for the avoidance of doubt no terms or conditions contained in any document previously sent by the Customer to the Company prior to (or subsequent to) the Order Form being signed by the Customer shall be of any effect with respect to the Agreement unless expressly agreed in writing by a director of the Company.

27.2 The Customer acknowledges that in entering into the Agreement the Customer has not relied on and shall not be entitled to rescind the Agreement or to claim damages or any other remedy on the basis of any representation, warranty, undertaking or other form of opinion or statement made by or on behalf of the Company save where expressly stated to the contrary in the Agreement.

27.3 The Parties hereby agree that the Agreement constitutes the entire agreement between the Parties in respect of the Services.

## 28. VARIATION

28.1 The Company reserves the right to vary the Conditions as a result of changes required by its insurers, for operational or administrative reasons or in order to comply with any applicable law.

28.2 The Company will provide the Customer with 14 days' notice of any significant changes to the Conditions.

28.3 The Customer will keep the Company promptly informed of any changes to the Customer's address and such other information as may affect the payment of charges due.

## 29. THIRD PARTY RIGHTS

29.1 The Parties agree that it is not herby intended that any rights should be conferred upon or enforceable by any third party as defined in the Contracts (Rights of Third Parties) Act 1999 unless the context otherwise permits.

## 30. LAW AND JURISDICTION

The Agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.