

Outsourcing Hosting Limited Master Services Terms and Conditions

1. How these Master Services Terms and Conditions work and placing an Order

- 1.1 You can request a Service from us by signing and sending to us an Order Form for our acceptance (in the manner described in clause 1.2 or any Service Terms). Each Service requested which is accepted by us will then be governed by the relevant Service Terms which incorporate these Master Services Terms and Conditions (each an "**Order**"). Where an Order Form refers to the provision of Professional Services, you acknowledge and agree that the Professional Services Terms and Conditions shall also apply to such Professional Services. Any Professional Services which we or any of our sub-contractors provide as part of the provision of any other Service but which are not set out in an Order Form are also subject to the Professional Services Terms and Conditions.
- 1.2 We will only provide a particular Service once an Order Form relating to that Service has been signed by both you and us either electronically or by hand.
- 1.3 If there is an inconsistency between these Master Services Terms and Conditions, any Service Terms, an Order Form and/or a Statement of Work, then unless otherwise stated the Statement of Work will take precedence, followed by the Order Form, the Service Terms and then these Master Services Terms and Conditions.
- 1.4 All services are provided by us on the basis that you enter into the Order in the course of your business and use the services for your own business purposes. Our services are not available to consumers.

2. Length of each Order

- 2.1 Each Order for a Service starts on the date the relevant Order Form for the particular Service is signed by us (its "**Commencement Date**") and continues for the length of time specified in the Order Form or, if no time is specified, for a period of 2 years from the Activation Date of the particular Service (the relevant "**Minimum Order Period**") unless it is terminated earlier in accordance with its terms.
- 2.2 After the Minimum Order Period has expired the Order will automatically continue for further periods of the same length as the Minimum Order Period (each an "**Additional Order Period**") unless either you or we terminate the Order by giving the other at least 30 days' written notice (or such other period as may be specified in the relevant Service Terms) to expire on and not before the end of the Minimum Order Period or the relevant Additional Order Period (as applicable).
- 2.3 You and we have additional rights to terminate Orders which are set out below at clauses 13 and 14 and in the relevant Service Terms. See clause 15 for how you can pay to end Orders early.

3. Our obligations

- 3.1 We will:
 - (a) provide Services to you in accordance with the terms of the relevant Order;

- (b) be responsible for liaising with you to keep RIPE's registrations records in respect of you up to date;
- (c) provide you with the information you need to be able to prepare your premises for any work that we and/or a subcontractor need to carry out at your premises;
- (d) use reasonable skill and care when providing the Services, but you acknowledge and agree that it is not possible to provide Services that are fault free and/or continuously available and we do not make any promises to do so; and
- (e) use reasonable endeavours to make the Services (save Professional Services) available by any target date for doing so that we agree with you, however, this date and any other dates and timescales in relation to our obligations are estimates provided for planning purposes only and we will not be responsible for any failure to meet any such dates or timescales.

3.2 We do not have to provide the Services to you if:

- (a) you enter into the Order or use the Services other than in the course of your business;
- (b) you do not have suitable means to access the Services; and/or
- (c) you have not provided us with information we request that we need to provide the Services.

4. Your obligations

4.1 You must use the Services in accordance with each Order, our Acceptable Use Policy and any reasonable instructions which we give to you from time to time.

4.2 You must provide us with such information and access to Your Equipment and premises (and those of any relevant third parties) as we or our third party providers require to enable us or our third party providers to provide you with the Services.

4.3 Before we perform any installation in respect of the Services you will ensure that:

- (a) the relevant premises have been prepared as we reasonably require and comply with any technical specifications you and we have agreed, and after such installation you will carry out afterwards any making good or decorator's work required; and;
- (b) you have obtained all necessary permissions, consents permits and/or licences to enable us to enter onto and remain upon the premises from time to time in connection with the Services;
- (c) you effect and maintain throughout the provision of the Services insurance cover for the benefit of us against any and all foreseeable risks in providing the Services at such premises on terms which are reasonably acceptable to us.

- (d) you obtain all necessary permissions, consents permits and/or licences required in relation to the installation and ongoing provision of the Services including for any building works and in connection with the installation, maintenance, or removal of Equipment.
- 4.4 You must tell us immediately if any of your contact details (including names, telephone numbers and physical addresses) change. You acknowledge that we will be unable to provide certain Services if you breach this clause 4.4.
- 4.5 You must not (a) modify, redistribute, or copy the Services nor allow any third party to do so or (b) use or permit the use of the Services for the benefit of any third party, including on a "service bureau" basis (and in any such event you must inform us immediately).
- 4.6 You must co-operate with our reasonable requests for information regarding your use of the Services and supply such information to us without delay.
- 4.7 You are responsible for protecting Your Equipment used to access the Service from viruses, spyware or other malicious or harmful programs.
- 4.8 You acknowledge that the provision of the Services is dependent upon you performing your obligations in accordance with the timescales which we agree or which you and we acting reasonably otherwise specify to you and you agree to perform your obligations in accordance with such timescales.
- 4.9 You shall ensure that each of your Associates comply with each Order.
- 4.10 If any Service is stated to be for unlimited usage, then it shall be subject to our Fair Usage Policy published on the Outsourcery Website from time to time.
- 4.11 You acknowledge that if you do not comply with your obligations:
 - (a) such non-compliance may result in a delay to the Activation Date; and
 - (b) we may not be able to provide the Services to you, for which we will have no Liability to you.

5. What to do if you notice there is a problem with a Service

- 5.1 If you become aware of any fault in the Services or you have a question in relation to the Services then you must immediately report this to us via our Customer Services and provide sufficient information to enable us to investigate the problem. We will log the time of receipt of all reports.
- 5.2 Where we spend time investigating a fault reported by you and we conclude, acting reasonably that there has not been a failure by us or our third party provider we may charge you for all reasonable costs and expenses incurred in investigating the report and you agree to pay such costs.

6. Software provided to you

- 6.1 Any software that is provided to you by us and/or our Licensors ("**Software**") in connection with the Services is provided subject to such licensing conditions and restrictions as are set out in these Master Services Terms and Conditions, as may be

specified in Service Terms, and otherwise by the Software manufacturer, supplier or licensor as appropriate (details of which will be made available on request) ("**Software Licence**"). You must at our request sign any such Software Licence. You must ensure that you comply with any applicable standard specifications and minimum system requirements (if any) in force from time to time.

- 6.2 Even if there is a provision to the contrary somewhere else, you agree that any Software Licence may be terminated by us in accordance with its terms.
- 6.3 You acknowledge that any Software, and all related documents are in each case licensed to you subject to applicable laws regarding the export of software programs and related documentation, including without limitation, those of the United States of America, the United Kingdom and the European Union. You agree to comply with all such applicable laws.
- 6.4 You will not use the Services to engage in the manufacture, use, distribution or transfer of counterfeit, pirated or illegal software. In the event that you become aware that any of your employees or agents have used the Services for any such activities (whether in the course of their duties or otherwise), you will inform us immediately to the extent that you may do so in accordance with applicable law.
- 6.5 You must:
 - (a) use the Software only for the purpose of the Services and for your own benefit;
 - (b) at all times take reasonable precautions to protect any apparatus, equipment and/or hardware on which Software is loaded from unauthorised use;
 - (c) not copy, alter, modify, adapt, translate, create derivative works of, distribute, rent, lease, sublicense assign, transmit, sell all or part of the Software or do so in respect of any media on which the Software is loaded, or any related documents nor allow any third party to do so;
 - (d) save as expressly permitted by applicable law, not do or try to do anything which would result in you understanding, at a technical level, how the Software works. This restriction prevents you from doing anything which may constitute decompiling, disassembling or reverse engineering. It also means you cannot do anything which would result in you obtaining the source code for the Software, or the algorithms or ideas in, or structure or organisation of, the Software;
 - (e) not, and must not try to, avoid, defeat, bypass, remove or deactivate any security measures included in the Software, including those that restrict its functions;
 - (f) not use the Services or Software in hazardous environments requiring fail-safe performance in which failure could lead to death, personal injury or severe physical, property or environmental damage;
 - (g) not create any security interest over or in connection with Software;

- (h) not separate the components of the Software by installing them on different servers, or by upgrading or downloading them at different times; or
- (i) not remove, alter, cover or obscure any trademarks, trade names, service marks, logos or brands, copyright notices, patent numbers or any other statements or symbols of ownership from the Software, any media supplied to you on which any Software is loaded, any related documents (including permitted copies of the same) or from the packaging in which they are supplied (if any).

6.6 If you contravene, or we suspect that you may have contravened any of clauses 6.1 to 6.5 (inclusive), you agree that we may inform each relevant Licensor to such effect and co-operate with them in full in investigating such activities.

7. Your Equipment

7.1 You must ensure that you have all the hardware, software, network facilities and telecommunications services you need to access the Services and that Your Equipment:

- (a) complies and is connected and used in accordance with all applicable instructions, safety and security procedures and laws;
- (b) is capable of enabling access to the public switched telecommunications network using standard telecommunications lines provided by BT or alternative carrier;
- (c) is at all times maintained in good working order; and
- (d) is technically compatible with the Service and approved for use for that purpose under applicable law and telecommunications industry standards.

7.2 You are responsible for connecting and configuring Your Equipment to your network, and the public switched telecommunications network.

7.3 We will not connect and following a reasonable request from us you will promptly disconnect any of Your Equipment if it does not conform with clause 7.1 or if it is likely to cause or does cause death, personal injury or damage to property or is likely to or does impair the quality of any of our services (whether or not Services provided to you).

8. Our Equipment

8.1 You must:

- (a) at all times make clear to other people that Our Equipment is not your property;
- (b) not remove any identification mark on Our Equipment showing that it is our property or that of the supplier of such equipment;

- (c) comply with all related instructions we give to you, or which otherwise concern Our Equipment;
 - (d) not allow Our Equipment to be repaired or maintained by anyone other than us;
 - (e) keep Our Equipment secure, insured to the full replacement value and in suitable environmental conditions;
 - (f) not damage Our Equipment and not connect anything to, modify, or in any way interfere with Our Equipment, nor allow any third party (except where authorised by us) to do the same; and
 - (g) not move, sell, lease rent, charge or grant any rights in or to Our Equipment nor attempt to do any of these things.
- 8.2 We may (a) carry out Scheduled Maintenance on Our Equipment and (b) modify, substitute, renew or add to Our Equipment from time to time provided that this does not cause a material adverse effect to the Services, in each case at such times as we reasonably specify (subject in each case to your consent, such consent not to be unreasonably withheld or delayed).
- 8.3 You will be liable to us for any loss of or damage to Our Equipment, except where such loss or damage is due to fair wear and tear or is caused by us.
- 8.4 If we provide Our Equipment as part of a Service, then title to Our Equipment shall remain with us until you have paid all amounts due in respect of the Minimum Order Period at which point title to such equipment (but not to any software contained within such equipment) shall pass to you.
- 8.5 Clause 8.4 does not apply to any equipment which is the subject of any leasing arrangement with a third party.
- 9. Charges and Payment**
- 9.1 You shall pay us Charges as set out in an Order or otherwise on completion of the relevant Services. You must pay the Charges on time as it is of the essence of the Order.
- 9.2 You must pay all Charges by such method as we agree from time to time (this may include payment by BACS, cheque, direct debit, credit or debit card) to such account as specified in the Order Form. Where a direct debit has been set up, or any credit or debit card has been provided, we may collect payment of Charges by direct debit from your bank account or by withdrawal from your debit or credit card account as and when the Charges fall due.
- 9.3 We may change the Charges at any time on giving not less than 30 days' notice to you to pass on changes, made by our agents and sub-contractors. .
- 9.4 We may at any time, by giving you notice to such effect, amend any payment terms if we need to do so in order to ensure that we are paid the Charges on or before to the date on which we are to pay any of our agents and sub-contractors in respect of the Services or goods to which such charges relate.

- 9.5 We may set off amounts and/or credits to which you may otherwise be entitled against any and all monies which you owe to us.
- 9.6 All Charges are states exclusive of value added tax (“VAT”) and other taxes applicable to the Services. You must pay VAT and other applicable taxes which are included in our invoices at the applicable rate(s).
- 9.7 We shall issue invoices for the Services in accordance with the billing dates specified in the Order. You shall pay all our invoices within 14 days of the date of our invoice without any set-off or withholding.
- 9.8 Where Charges are not paid by you in accordance with this clause 9 we may require you to pay all sums due under the Order immediately, and may charge:
- (a) Interest (both before and after any judgment) on all amounts overdue from you a rate of 2 percent over the Bank of England base rate from time to time, such interest to accrue on a daily basis from the due date of payment until receipt by us of the overdue amount (including any accrued interest and compensation); and
 - (b) compensation arising out of late payment pursuant to section 5A of The Late Payment of Commercial Debts Regulations 2002.
- 9.9 You acknowledge that we will assign you a credit rating and you agree that if you breach your credit rating you must provide us with security for your expenditure with us on demand (for example by way of bank guarantee or parent company guarantee) of a nature and sum satisfactory to us and if you fail to do so, we may suspend or terminate the Services.
- 10. Security**
- 10.1 The level of security which we provide for a Service is as set out in the Service Terms for that Service and our Security Policy.
- 10.2 Where you are aware or become aware of any matter which you know or ought reasonably to be expected to know constitutes a threat to the security of the Services, then you must let us know immediately.
- 10.3 You are responsible for the security and use of all user names and passwords and other security access codes, data and information (whether provided by us or otherwise) giving access to the Services (“**Access Details**”). You must keep the Access Details in a secure environment to prevent unauthorised access. We will not be responsible for any misuse or unauthorised use of the Access Details or compromise of the Access Details except where directly caused by our own negligence.
- 10.4 You must let us know immediately if you become aware or have reason to believe that the Access Details have been misused or compromised.
- 10.5 We may restrict, suspend or terminate any aspect of the Services if we believe (acting reasonably) that the Access Details have been compromised.
- 10.6 We may inspect and monitor from time to time all usage being made of the Services including communications being made and received so that we can verify compliance

with these Master Services Terms and Conditions, the Order and in order to comply with our legal obligations.

11. Changes to the Services

11.1 We may change the Services, these Master Services Terms and Conditions, any Service Terms and/or any Order from time to time including to:

- (a) improve or add to the Services;
- (b) comply with any law or legal obligation and/or any requirement of the Office of Communications; and/or
- (c) maintain the integrity or security of the Service and/or any part of the systems used to provide the Service.

If we do this we will try and give you as much notice as is practical.

11.2 We may also change the Services:

- (a) if we need to do so to comply with any applicable safety or other legal requirements; or
- (b) where the change does not considerably adversely effect the quality or performance of the Services.

In these situations we may not always give you notice.

11.3 We may use third party agents and sub-contractors to fulfil some or all of our obligations under each Order. Notwithstanding our use of such agents and sub-contractors, but subject to the following provisions of this clause, we shall be and remain liable to you for compliance with our obligations under each Order. You will co-operate with all reasonable requests and instructions of such agents and sub-contractors from time to time. If we decide to change any of our third party agents or sub-contractors for any reason, or any such agent or sub-contractor ceases to provide any relevant services to us, we may substitute an alternative and we will, so far as is reasonably possible, ensure that you receive substantially the same Service following us doing so. In substituting an alternative agent or sub-contractor, or if any such agent or sub-contractor exercises its contractual right to change the terms on which it does business with us, we may need to alter the terms which apply to the Order (including the Charges) to reflect this substitution/change and we may also need to temporarily suspend and re set-up the Service. We will give you as much notice as we can of any such alteration, suspension or re set-up, and we will, as far as practicable plan this with you. Any alteration, suspension or re set-up which we make will be limited to what is reasonably required in the circumstances. Subject to clause 11.4 below, you will co-operate in full with us in the course of such process.

11.4 If you have not given written notice of your rejection of any changes made pursuant to this clause 11 within 7 days of such changes taking effect, you will be deemed to accept them.

11.5 We shall be free to carry out emergency or urgent maintenance at any time to ensure the Services continue to be supplied. We shall advise you if practicable prior to the

conducting of any such emergency or urgent maintenance, or at least as soon as practicable after the completion of the emergency or urgent maintenance.

12. Interruption and suspension of Services

12.1 We may suspend the Services or any part of the Services if:

- (a) you fail, or we, acting reasonably, believe you will or are likely to fail to meet any of your obligations under an Order or we, acting reasonably, believe your conduct is prejudicial to our interests;
- (b) we need to in order to comply with any order, instruction or request of a competent governmental or regulatory authority or the emergency services;
- (c) we are entitled to terminate any Order;
- (d) you reject any change made pursuant to clause 11;
- (e) you fail to promptly comply with any request made by us under clause 7.3.

12.2 We will, where practical, give you notice of our intention to suspend the Services under clause 12.1 and, in relation to suspension for the reasons stated in clauses 12.1(a) will restore the Services once you have rectified any failure or demonstrate to our reasonable satisfaction that you will not and are not likely to fail to meet your obligations.

12.3 If we suspend the Services we will still be able to terminate the Order in accordance with its terms.

13. Our rights to terminate

13.1 We may terminate any or all Orders with immediate effect by notice in writing if:

- (a) you fail to pay any sums due to us whether pursuant to clause 9 or within 7 days of receiving a written payment demand from us;
- (b) you fail to comply with our Acceptable Use Policy;
- (c) you fail to comply with a Software Licence for software that is provided to you by us and/or our Licensors;
- (d) you commit a serious breach of an Order and (where capable of correction) you do not correct this breach within 10 days of receiving a notice from us specifying the breach;
- (e) you commit persistent breaches of an Order whether corrected or not;
- (f) any of the circumstances set out in clause 3.2 occur;
- (g) you cease trading;
- (h) you reject a change made pursuant to clause 11; and/or

- (i) you suffer an Insolvency Event;
- (j) you fail to promptly comply with any request made by us under clause 7.3; and/or
- (k) if any of our authorisations, licences or other permissions are revoked, withdrawn or not renewed for whatever reason.

14. Your rights to terminate

14.1 You may terminate an Order with immediate effect by notice in writing if:

- (a) we commit a very serious breach of the Order and (if possible to correct the breach) fail to correct the breach within 30 days of a written notice from you requesting us to do so;
- (b) we commit persistent breaches of an Order whether corrected or not;
- (c) we suffer an Insolvency Event;
- (d) we cease trading; or
- (e) you reject a change in respect of the Services pursuant to clause 11.

15. What happens on termination

15.1 If we terminate an Order under clause 13.1(a) to 13.1(k) during the Minimum Order Period or if you terminate the Order other than for a reason set out in clause 14.1, or if during the Minimum Order Period or during an Additional Order Period you terminate the Order without giving us the correct notice required by clause 2.1, you must pay to us within 30 days of the date of such termination:

- (a) all unpaid Charges due at the date of termination; and
- (b) an amount equal to the remaining Charges for Services that you would have incurred up to the end of the Minimum Order Period or the Additional Order Period (as applicable) had the termination not taken place;

and in respect of clause 15.1(b) only, less an accelerated payment discount at the Bank of England base rate current at the date of termination calculated on a daily basis to take account of early receipt.

15.2 Upon termination of the Order you must stop using the Software and the Services and you must return Our Equipment to us and within 21 days of termination return or destroy any Confidential Information and Software which you have in your possession. If we ask you to, one of your authorised officers must certify to us that such return and/or destruction has taken place. In the event of Our Equipment not being returned in what we consider to be satisfactory condition and good working order, we may charge you with the cost of repairing or replacing Our Equipment. We and/or the owner or third party provider of Our Equipment will be entitled to enter your premises to remove Our Equipment and we shall have no Liability to you in relation to such removal unless we are negligent.

15.3 Subject to the following conditions, we shall provide you with one copy of the data we hold of yours promptly following termination of a relevant Order in accordance with these Master Services Terms and Conditions, in such electronic format as we reasonably determine. We reserve the right to charge you for doing so. The conditions are as follows:

- (a) you notified us in writing that you would wish us to do so, at least 14 days in advance of notice to terminate actually being given;
- (b) you pay to us, in advance of our providing such data to you, our charges for doing so together with all monies due under clause 15.1.
- (c)

15.4 Clauses 9, 15, 16, 17, 18, 19.4, 20.1, 20.5, 21, 22, 23 and 24, will continue to be in force even if the Order has terminated.

16. Indemnity

16.1 You agree to indemnify us in full and on demand against any loss, claims, proceedings and/or threatened proceedings from third parties and against any loss or damage suffered by us arising from any of the following:

- (a) any claim or demand of whatsoever nature and howsoever arising as a result of suspension pursuant to clause 12.1(a) and/or clause 12.1(b);
- (b) use of a Service other than in accordance with the terms of an Order;
- (c) any information, data or material produced, transmitted or downloaded on the Service;
- (d) any breach of your obligation to keep the Access Details in a secure environment to prevent unauthorised access; and
- (e) in connection with (i) the transfer or alleged transfer from you to us of any employee of yours pursuant to The Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "**Transfer Regulations**") arising directly or indirectly as a result of you and us entering into an Order, and (ii) the termination of any such employee's employment (including compensation for unfair dismissal, notice pay, statutory redundancy pay, or under Regulations 12 or 14 of the Transfer Regulations).

16.2 Where you provide any of Your Materials to us and/or our sub-contractors under or in connection with this Agreement, you shall indemnify us and keep us indemnified and shall pay to us such sums as would indemnify and keep indemnified our agents in each case in respect of any losses, liabilities, damages, costs and/or expenses (including reasonable legal fees) incurred in connection with any claim, action, proceeding or demand (each whether actual, pending or threatened) that the use of Your Materials for the purpose for which they were provided infringes the Intellectual Property Rights of any third party provided always that we shall:

- (a) give you notice of any such claim as soon as reasonably practicable upon us becoming aware of the same; and

- (b) subject to you giving to us such security for costs and damages as we may reasonably require, give you the conduct of the defence to any such claim and shall not at any time admit liability or otherwise attempt to settle such claim; and
- (c) give you all assistance which you reasonably request in connection with any such claim.

17. Events we and you cannot control

- 17.1 Neither you nor we shall be obliged to carry out any obligation under an Order (except your obligation(s) to indemnify us) where performance of such obligation is prevented due to any cause beyond the control of the party with the obligation including but not limited to, any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, labour shortage or labour dispute, the act or omission from the Government, highways authorities, other telecommunications operators or administrations or other competent authority, the obstruction by a third party of line of sight between microwave installations, war, military operations, terrorism or riot, or difficulty, delay or failure in manufacture, production or supply by third parties of the Services resulting from a force majeure event or similar type of event or breakdown of any Equipment.
- 17.2 If any event described in clause 17.1 lasts more than 14 days from the date of its commencement and that event prevents you and/or us from performing all or a major part of your or our obligations under an Order during that period we or you (as applicable) may terminate the Order by giving 30 days written notice to the other.
- 17.3 If we or you rely on this clause 17 we or you (as applicable) will use reasonable endeavours to mitigate the effects of the event described in clause 17.1.

18. Keeping your and our information confidential

- 18.1 You understand that we may upload and/or review any of your information (including, but not limited to, information such as origin, destination, duration, route and time) or third party information which you use in connection with the Services for the purposes of any of the following:
- (a) performing our obligations under an Order;
 - (b) correcting, maintaining and improving the Services;
 - (c) ensuring that you are complying with the Order;
 - (d) monitoring the performance of the Services including your usage;
 - (e) collating information to provide non-specific statistics to assist in our or any of our agent's or sub-contractor's business planning;
 - (f) complying with applicable laws, regulations and statutory instruments; and/or
 - (g) complying with any request for information or disclosure from a Court or other appropriately authorised body.

- 18.2 Save where expressly permitted by the terms of an Order, neither you nor we will tamper with the transmission of such information mentioned in clause 18.1 to us or any other person.
- 18.3 Neither you nor us shall disclose to any other person, without the prior written consent of the other, any Confidential Information which is received from the other as a result of an Order except that we may disclose Confidential Information to our suppliers and sub-contractors and employees of our Associates who will comply with the obligations of confidentiality on us set out in this clause 18.3. We and you agree that any Confidential Information received by you or us from the other shall only be used for the purposes of the performance of your or our obligations and/or the exercise of your or our rights. These restrictions shall not apply to any information which is:
- (a) or becomes generally available to the public other than as a result of a breach this clause 18;
 - (b) acquired from a third party who owes no obligation of confidence in respect of the information;
 - (c) or has been independently developed by the recipient;
 - (d) in the possession of the receiving party without restriction regarding disclosure before the date of receipt from the disclosing party;
 - (e) required by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose such Confidential Information.

19. Data Protection

- 19.1 Both we and you agree to comply with our obligations under applicable data protection legislation (including the Data Protection Act 1998) and maintain all relevant registrations.
- 19.2 Except in respect of Your Details the use of which is governed by our Privacy Policy, if and to the extent that we process Personal Data in the capacity of Data Processor in the course of performing the Order, we will:
- (a) act in accordance with your instructions from time to time; and
 - (b) use appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction or damage.
- 19.3 You agree that in submitting data (including Your Details) to us under or in connection with any Order, you give your (and you shall make sure that each of the other End Users shall give his/her consent, as required) for such data, including Personal Data to be shared with our Licensors, agents and sub-contractors for use by them in connection with the provision of the Services. You consent (and you shall make sure that each of the other End Users shall give his/her consent) to us transferring Personal Data outside of the European Economic Area for such purposes. You consent to us passing Your Details to RIPE and acknowledge that they may publish some or all of Your Details on the RIPE WHOIS Database.

19.4 Even if there are other terms which say otherwise, you agree that we can, when required by law, disclose to government agencies your details passwords, decryption codes, and details of your information processed using the Services.

20. Intellectual Property

20.1 You understand that any and all of the Intellectual Property Rights, ownership and proprietary rights created, developed, subsisting or used in or in connection with any of the Services and/or any of Our Equipment (including any Software and related documents) are and shall remain the sole property of us or our Licensors.

20.2 You grant to us a non-exclusive licence with a right to grant sub licences to use Your Materials solely to the extent and for the period necessary for us and/or our sub-contractor(s) to perform our or their obligations under Orders, such licence to terminate no later than the termination of the relevant Order.

20.3 Neither you nor we shall use the other party's corporate name, trading style and/or logo in any marketing material and/or on any websites without the prior written consent of the other party.

20.4 You shall not obtain ownership over any IP addresses provided by us and/or any of our sub-contractors or agents.

21. What we are not responsible for

IMPORTANT – PLEASE READ THIS SECTION CAREFULLY

21.1 You agree that the allocation of risk contained in this clause 21 is reflected in the Charges and is reasonable, that you are in a better position than us to foresee and evaluate any potential damages or loss which you may suffer in connection with the Services and that we cannot adequately insure our potential liability to you.

21.2 We do not limit or exclude our liability for death or personal injury arising as a result of our negligence, for fraud and for any other liability which cannot be excluded or limited by law. This clause shall apply notwithstanding any conflicting provisions in any Service Terms or Order Form.

21.3 Except for liability which falls under clause 21.2 and/or clause 21.4, our total aggregate Liability in respect of any one Order shall not exceed the total amounts payable by you for that Order.

21.4 Our total Liability for damage to tangible property, arising out of or in connection with each Order shall be limited to £1,000,000.00 in respect of each incident or series of connected incidents. For the purposes of this clause, neither data nor software constitute "tangible property".

21.5 We will not be responsible and shall have no Liability for:

- (a) loss of profits, anticipated profits, production, business, business opportunity, goodwill, revenue, or anticipated savings (in each case whether direct or indirect);
- (b) loss of use of any your computers or equipment (in each case whether direct or indirect);

- (c) wasted management or staff time (in each case whether direct or indirect);
- (d) any punitive, special, indirect or consequential loss or damage (even if foreseeable at the Commencement Date even if we were told about the possibility of such loss or damage); and/or
- (e) the acts or omissions of any other party, including other providers of telecommunications, computers or other equipment or services including internet services;
- (f) any failure to perform or for delay in performing any obligation under an Order (in whole or in part) to the extent that the performance of such obligation is prevented, frustrated, hindered or delayed as a result of any breach of an Order by you or any voluntary act or omission of yours;
- (g) changes in any of our facilities, operations, procedures or the Services which render obsolete or necessitate modification or alteration to any of Your Equipment, software and communication lines, including any public lines required by you to properly to access the Services;
- (h) any costs which you incur prior to the Activation Date for a Service in anticipation of that Service being provided (including in relation to the production of marketing materials, business cards and changes made to any website);
- (i) any loss suffered by any third party or any liability to any third party.

For these purposes, "loss" includes a partial loss or reduction in value as well as a complete or total loss.

- 21.6 Except as expressly set out in the relevant Service Terms, we will not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise for loss of your data.
- 21.7 Save as expressly set out in the relevant Order, to the fullest extent permitted by applicable law, the Services are provided to you without any express, implied, or statutory representation, warranty or condition of any kind including but not limited to any warranty or condition of quality or fitness for a particular purpose, that the Services will meet your requirements, that the Services will work in combination with other software or hardware, that the Services will be uninterrupted or error free, that errors in the Services will be corrected, that we will identify or filter out all known spam, viruses or other programming routines that might cause you damage, that the Services do not breach third party Intellectual Property Rights, or that you will have quiet enjoyment of the Services.
- 21.8 Time is not and shall not be of the essence in relation to our obligations in respect of any Order.
- 21.9 If a number of events give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the Order.

22. Audit

- 22.1 During the term of an Order and for a period of 3 years after the termination of that Order you shall, on reasonable notice from us, permit us and/or our Licensors and/or our or their duly appointed representatives at reasonable times to inspect all your records, premises, networks, and Your Equipment (including all data and software stored on it) and take a reasonable number of copies of the same and gather such other data and information as is reasonably required for the purpose of auditing your compliance with the terms of the relevant Order(s) and any related or collateral contracts which may be or have been in force as between you and such third parties (including Software Licences).
- 22.2 In the event that an audit under clause 22.1 uncovers any payment shortage on your part (whether in respect of the Charges or otherwise), you must pay any unpaid amount which is due and payable in accordance with the terms of the relevant contract, to the party entitled to receive it (in the case of a payment shortage in respect of the Charges, in accordance with the relevant Order).
- 22.3 If an audit conducted under clause 22.1 uncovers any payment shortage of 5% or more (whether in respect of the Charges or otherwise), you must reimburse our Licensors (as appropriate) for the expenses incurred in conducting the audit.

23. Formal notices under the contract

- 23.1 Notices given under the Order must be in writing and may be delivered by hand or registered post to the following addresses:
- (a) to us at the address of our office shown on the Order marked for the attention of the Company Secretary or any alternative address which we notify to you;
 - (b) to you at the address to which you ask us to send invoices, your address shown on the Order or, if you are a company, to your registered office.
- 23.2 A notice will be treated as having been received:
- (a) if delivered by hand in Business Hours on a Business Day when actually delivered and if delivered by hand outside Business Hours, at the next start of Business Hours; and
 - (b) if sent by registered post, at 9.00 am on the second Business Day after posting if posted on a Business Day and at 9.00 am on the third Business Day after posting if not posted on a Business Day.
- 23.3 In proving that a notice has been given it shall be conclusive evidence to prove that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

24. General Provisions

- 24.1 Each provision of these Master Services Terms and Conditions, Service Terms and each Order operates separately. If any provision of these Master Services Terms and Conditions, Service Terms and/or Order is held to be invalid in whole or part such provision shall be deemed not to form a part of the Order and the enforceability of the remainder of the Order shall not be affected.

- 24.2 A delay in enforcing any of the provisions of an Order shall not affect or restrict your or our rights arising under the Order. Any waiver of any breach of an Order will not be a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of that Order.
- 24.3 Without affecting any of the provisions of an Order, we may assign or otherwise transfer the benefit of an Order or any part of an Order to any other person and/or subcontract the performance of an Order or any part of it to one or a number of other people. You may not assign, sub-contract or otherwise transfer an Order or any of your rights or obligations arising under an Order without our prior written consent (such consent not to be unreasonably withheld).
- 24.4 Except as otherwise allowed under an Order and subject to clause 24.3, no variation to the terms of an Order shall be valid unless agreed to in writing by a duly authorised representative of both you and us.
- 24.5 You warrant and represent that you are entering into each Order in the course of a business.
- 24.6 Nothing in an Order is to be understood as establishing or implying any partnership or joint venture between the parties, or as appointing any party as agent or employee of any other party. No party shall hold out any other party as its partner or joint venturer.
- 24.7 The Order is the entire contract between you and us and supersedes all prior negotiations, representations, proposals, understandings and undertakings whether written or oral relating to its subject matter.
- 24.8 Both we and you acknowledge that in entering into any Order you and we do not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to an Order or not) that is not set out in the Order or the documents referred to in it. Both we and you waive all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. The only remedy available to you and us in respect of any representation, warranty, collateral contract or other assurance that is set out in the Order is for breach of contract under the terms of the Order.
- 24.9 Each Licensor shall have the benefit of any provisions in any Order which confer a right or benefit on the Licensor and the Licensor shall be entitled to enforce each such provision subject to and in accordance with the terms of the Order. We and you may terminate or agree to vary any Order without the consent of any other party. Except as set out in this clause, a third party that is not a party to the Order has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Order.
- 24.10 Each Order shall be construed in accordance with and governed by the laws of England and in the event of any dispute relating to or arising from an Order the parties agree to submit to the non-exclusive jurisdiction of the English Courts, provided that we may enforce any judgment or court order against you anywhere in the world where you may have assets.

25. Definitions

25.1 In an Order (unless the context otherwise requires) capitalised terms have the following meaning:

"Acceptable Use Policy"	our acceptable use policy as published on the Outsourcery Website from time to time;
"Access Details"	has the meaning given to it in clause 10.3;
"Activation Date"	the date on which the relevant Service (excluding any Professional Services) actually becomes active and available for use by you;
"Additional Order Period"	has the meaning given to it in clause 2.2;
"Associate"	means in respect of any party to this Agreement: (1) any firm or body corporate in which such party directly or indirectly: (a) owns more than half the capital or business assets; or (b) has the power to exercise more than half the voting rights; or (c) has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing such firm or body corporate; or (d) has the right to manage the business of such firm or body corporate); (each a controller); and (2) any person, firm or body corporate in which a controller directly or indirectly has the rights or powers listed in sub-clause (1) above.
"Business Hours"	8a.m. to 6p.m. on a Business Day;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England and Wales;
"Charges"	the charges payable by you to us for the provision of the Services as set out in the Order and any other charges payable pursuant to this Order (including the Professional Services Charges) and as updated from time to time;
"Commencement Date"	is as defined in clause 2.1;
"Confidential Information"	all information whether verbal, written, stored or otherwise

obtained including, but not limited to, data, facts and statistics about the business affairs, products, product development, trade secrets, know-how, personnel, customers or suppliers of the disclosing party whether or not they are or were designated or marked as confidential together with all information derived by the receiving party from the foregoing which is by its nature confidential or proprietary;

"Customer Failure"	any failure, error or defect affecting the provision of the Services arising from, caused by or contributed to by you or by third parties (other than us and/or our third party providers) or any failure, error or defect arising as a result of causes beyond our reasonable control;
"Customer Services"	the helpdesk support to be provided by us as may be notified to you from time to time;
"Data Processor"	shall have the meaning given to that term in the Data protection Act 1998;
"End User"	each individual within your organisation who accesses or otherwise uses the Services; ;
"Equipment"	Your Equipment and/or Our Equipment as appropriate;
"Insolvency Event"	if the party concerned goes into liquidation or a winding up petition is presented in respect of it (other than for the purpose of a solvent bona fide reconstruction) and such petition is not discharged within 7 days of its presentation or an order is made for the appointment of an administrator or documents are filed for the appointment of an administrator or notice of intention to appoint an administrator is given by such party, its directors or a qualifying floating charge holder, or a receiver or administrative receiver is appointed over the whole or any part of the assets of such company or it proposes to enter or makes any arrangement or composition with its creditors or makes an application to a court for the protection of its creditors in any way, is otherwise unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or is the subject of any similar event in any jurisdiction;
"Intellectual Property Rights"	any intellectual property rights of whatever nature subsisting at any time in any part of the world including, without limitation, copyrights, design rights, patents, registered designs, trade marks, service marks, rights in trade secrets, know how and other confidential information, rights in respect of databases, the rights to apply for any of the foregoing and applications for any of the foregoing;
"Liability"	all liability whether arising in contract, in tort, (including for negligence misrepresentation, or breach of statutory duty) or otherwise;

"Licence"	a licence for Software granted by us or a third party to you;
"Licensor"	a person who grants us a Software licence;
"Minimum Order Period"	is as defined in clause 2.1;
"Order"	has the meaning given to it in clause 1.1;
"Order Form"	our paper or web-based application form containing the details of the relevant Services and any Service Terms and Conditions that specifically apply to those Services;
"Our Equipment"	any equipment and hardware which is owned by us and provided to you in connection with the Services together with its associated packaging and all supporting documents;
"Outsourcing Website"	website located at www.outsourcing.co.uk or such other website as may be notified by us from time to time;
"Personal Data"	has the meaning given to that term in the Data protection Act 1998;
"Privacy Policy"	our privacy policy as published on the Outsourcing Website from time to time;
"Processing"	has the meaning given to that term in the Data Protection Act 1998 and the term "Process" shall be construed accordingly;
"Professional Services"	any consultancy and/or professional services of any nature whatsoever, including information technology and telecommunications hardware, software and/or connectivity testing, configuration, implementation, and/or development services;
"Scheduled Maintenance"	means maintenance in respect of Services which we expect to have to make;
"Security Policy"	our security policy on the Outsourcing Website as updated by from time to time provided that such updates do not put you in a worse position;
"Services"	any goods and/or services you request in an Order Form (and "Service" shall be construed accordingly);
"Service Terms"	the specific terms that apply to specific Services and which are set out on the Outsourcing Website, including the Professional Services Terms and Conditions;
"Software"	has the meaning given to it in clause 6.1;
"Software Licence"	has the meaning given to it in clause 6.1;
"Statement of Work"	has the meaning given to it in our Professional Services Terms and Conditions;

"the Act"	the Communications Act 2003;
"we", "us " and "our"	are references to Outsourcery Hosting Limited (Company Number No. 6854066) whose registered office is at Fourth Floor, 10 Whitefield Street, London, W1T 2RE;
" Year"	means a period of 12 months from the Commencement Date for the Order;
"you" and "your"	are references to the customer set out on the relevant Order Form;
"Your Details"	the data which identifies any employee, director, officer, partner, shareholder, or other relevant individual of yours;
"Your Equipment"	any hardware and/or software owned, controlled, licensed or provided by you or otherwise made available by you for the purposes of receiving or using the Services; and
"Your Materials"	materials, data, software, equipment, brands, logos, trademarks, any graphics, text, sound, data and work and other materials processed using the Services.

- 25.2 The terms "includes" and "including" shall be construed as if followed by the words "without limitation".
- 25.3 Words importing the masculine shall include the feminine and neuter and vice-versa and words importing persons shall include bodies corporate and unincorporated associations and partnerships.
- 25.4 The headings to the clauses of this Contract are for convenience only.