THIS AGREEMENT is made on the XXXXXX (the **"Effective Date"**).

BETWEEN

Digital Space Group Limited (Company Registration No: 04841830) (the **"Supplier"**) whose Registered Office is at Brunel Business Park, Jessop Close, Newark, Nottinghamshire, NG24 2AG;

and

XXX (Company Registration No: XXX) (the **"Customer"**) whose Registered Office is at XXX.

BACKGROUND:

(A) The Supplier is the provider of IT managed services and communication services.

(B) The Customer wishes to procure certain services from the Supplier upon the terms and conditions of this Agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Capitalised terms used in this Agreement are defined in Schedule 1.

1.2 The index and headings to the clauses and schedules of this Agreement shall not affect its construction.

1.3 Where the context so requires or admits, the masculine shall include the feminine and the neuter, and the singular shall include the plural and vice versa.

1.4 Any reference to "writing" or cognate expressions includes references to any communication effected by email or any comparable means.

1.5 Any reference in this Agreement to a clause or schedule is a reference to a clause of or a schedule to this Agreement and references to paragraphs are to paragraphs in the schedule in which such paragraph appears.

1.6 The expression "person" means any individual, firm, company, incorporated association, partnership, government, state or agency of state, or joint venture.

1.7 Any reference to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted, or replaced provided that in the case of amendments, consolidation, modification, extensions, re-enactments or replacements made after the date of this Agreement they shall not have effected any substantive change to that provision.

1.8 Any phrase in this Agreement introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term.

1.9 This Agreement comprises:

1.9.1 these clauses;

1.9.2 the Schedules to this Agreement and annexes or any other documents referred to therein; and

1.9.3 the Order Form (if used).

1.10 In the event of any conflict or inconsistency between any elements of the Agreement, such conflict or inconsistency shall be resolved in accordance the following order of precedence with the earlier items taking precedence over the later items, and all listed items taking precedence over any other document referred to in this Agreement.

1.10.1 The Schedules to this Agreement and annexes or any other documents referred to therein

1.10.2 The Order Form (if used)

1.10.3 These clauses.

2. DURATION

2.1 This Agreement shall commence on the Effective Date and shall (unless terminated in accordance with clause 12 continue until the end of the Initial Term and shall thereafter automatically extend for further 12 monthly periods (" the **Extended Term** ") at the end of the Initial Term and at the end of each Extended Term. Either Party may give written notice to the other , not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement

3. PROVISION OF THE SERVICES

3.1 The Supplier agrees to supply the Services to the Customer from the Commencement Date for the relevant Service upon the terms and conditions of this Agreement, and in consideration of the payment of the Charges by the Customer.

4. CUSTOMER OBLIGATIONS

4.1 Without prejudice to its other obligations under this Agreement, the Customer undertakes to the Supplier that it shall during the Term:

4.1.1 procure all necessary rights and licences to enable the Supplier to exercise its rights and/or perform its obligations under this Agreement and Applicable Law in respect of the Services, including in respect of any third Party software other than where the Supplier has specifically agreed in writing to acquire the relevant software licences.

4.1.2 promptly provide the Supplier with such information about its requirements for the Services as the Supplier may reasonably require and request from time to time in order to enable it to provide the Services in accordance with this Agreement;

4.1.3 provide the Supplier with such access to any premises, systems and networks as the Supplier may reasonably require for the purposes of delivering the Services and co-operate with the Supplier's reasonable requests from time to time for assistance and information to enable the Supplier to perform its obligations under this Agreement and comply with its obligations under Applicable Laws; where applicable permit the Supplier/or any of its appointed representatives (on reasonable notice and during normal Working Hours) to enter onto any of the Customer's premises to audit the Customers compliance with its obligations under this Agreement. The Customer shall co-operate in all respects with any audit and allow the Supplier and/or its appointed representatives access to relevant documents, data, software, equipment and other relevant materials;

4.1.4 comply with, insofar as they relate to the Services provided under this Agreement:

4.1.4.1 the Acceptable Use Policy;

4.1.4.2 all Applicable Laws and all codes of practice and other regulations issued by any competent authority;

4.1.4.3 all reasonable instructions of the Supplier or a Third Party Services Provider; and

4.1.4.4 all instructions issued by a regulatory body and notified to the Customer;

4.1.5 not use or permit the Services to be used for:

4.1.5.1 any illegal, immoral or unlawful purpose, or any purpose other than that for which the Services are provided; or

4.1.5.2 the transmission of any material which is illegal, defamatory, offensive, of an abusive or menacing character or that is likely to be deemed a nuisance;

4.1.6 notify the Supplier promptly in writing of any change to its name, operating address or registered office address;

5. CHARGES

5.1 Save as otherwise stated in this Agreement, the Charges shall be invoiced quarterly in advance. Customer Committed Spend (where applicable) shall be invoiced on the date of termination of the relevant Service(s) and Charges for non-recurring Services shall be invoiced on an ad hoc basis as and when such Services are provided. Except where otherwise expressly stated in this Agreement, the Customer shall pay to the Supplier the Charges within thirty (30) days of the date of the Supplier's invoice.

5.2 Without prejudice to any other right or remedy that the Supplier may have, where the Customer has failed to pay Charges in accordance with this clause 5 and such Charges remain unpaid for a period of 7 (seven) days after the Customer has received a written notice from the Supplier demanding payment, such notice expressly referring to the consequences of failing to remedy the failure, the Supplier may (at its option):

5.2.1 suspend the Services related to the non-payment until payment has been made in full (and for the avoidance of doubt, such suspension shall be at no cost or penalty to the Supplier); and/or

5.2.2 require reasonable payment assurances including pre- payment of Charges, guarantees or letters of credit as a condition of the Supplier continuing to supply the Services.

5.3 The Supplier shall be entitled to increase the Charges for each Service in its absolute discretion at the end of the Initial Term or any Extended Term. Subject always to clause 5.4 during the Initial Term or any Extended Term, the Supplier shall be entitled to increase the Charges for each Service once in each twelve (12) month period, beginning on the first of January in the year that the first anniversary of the Commencement Date falls, for that Service, by an amount reflecting the Retail Price Index (RPI) published in the month before the notice of price increase is issued.

5.4 In addition, the Charges for each Service may be increased on reasonable notice to the Customer at any time throughout the Term by an amount to reflect material increases in:

5.4.1 the charges payable by the Supplier to any Third Party Services Provider in respect of any relevant Third Party Services, where the Supplier was unaware of the details of such increases as at the respective Commencement Date; and

5.4.2 other Supplier costs which are outside the Supplier's direct control, including: (i) currency exchange rate fluctuations; or (ii) increased energy costs;

5.5 In the event that the Supplier's agreement with any Third Party Services Provider is varied or terminated at the request of the Third Party Services Provider such that the Supplier is no longer able to provide all or any part of the Third Party Services, the Supplier shall use its reasonable endeavours to promptly put in place alternative arrangements for the supply of the relevant parts of the Services which minimise any adverse impact (including any increase in the Charges) to the Customer. If, notwithstanding such endeavours, the Supplier's costs of providing the Services to the Customer increase as a result of such alternative arrangements, the Supplier shall be entitled to increase the relevant Charges for the affected Services to reflect this increase or in the event that alternative arrangements cannot be put in place, the Supplier shall be able to terminate the provision of the effected Third Party Services or this Agreement on giving reasonable notice to the Customer ;

5.6 Save as otherwise expressly provided in this Agreement or required by law, all payments to be made by the Customer to the Supplier under this Agreement shall be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.

5.7 If the Customer, on bona fide grounds, disputes any part of an amount invoiced by the Supplier, the Customer shall promptly and in any event within fifteen (15) days of the date of the relevant invoice notify the Supplier of that dispute giving full details of the nature of the dispute and the amount that it claims should have been invoiced and:

5.7.1 the Customer shall pay, if not already paid, that part of the invoice which is not disputed in accordance with this clause 5;

5.7.2 the Parties shall negotiate in good faith to resolve the dispute, but if a resolution cannot be reached within fourteen (14) days of the Customer giving notice under this clause 5.7, clause 19 shall apply to the dispute;

5.7.3 the Supplier shall provide all such information and evidence as may be reasonably necessary to verify the disputed sum; and

5.7.4 within seven (7) days following resolution of the dispute, the Customer shall pay to the Supplier that part of the disputed sum (if any) as it is resolved is payable by the Customer or, as applicable, the Supplier shall reimburse the Customer any part of the disputed sum already paid by the Customer that it is resolved was not payable by the Customer.

5.7.5 Any invoice which is not disputed in accordance with clause 19 shall be deemed to be fully accepted by the Customer together with each invoice that preceded it, whether or not any such preceding invoice includes any amount reimbursed as a consequence of a dispute in the most recent invoice. Where and to the extent that an invoice is (i) not paid by the due date in accordance with clause5.1; and is not disputed in accordance with clause19 or (ii) is not paid by the due date in accordance with clause 5.7.4 where a dispute has been resolved , the Supplier shall be entitled to charge interest on a daily basis at the rate of 4% above the base rate of Santander Bank from the due date for payment until the date of receipt by the Supplier of payment in cleared funds (including any accrued interest) whether before or after Judgement in respect of the overdue amount.

5.8 The Charges quoted by the Supplier exclude value added tax and any other applicable taxes, which shall be added at the prevailing rate where applicable and paid by the Customer following delivery of a VAT invoice.

5.9 Where the Customer has defaulted in payment of any Charges, or in the Supplier's reasonable opinion the credit-worthiness of the Customer has materially deteriorated, the Supplier may upon notice require the Customer to provide the Supplier with such security as the Supplier may reasonably require and amend the payment terms as reasonably required. The Supplier may hold any security until the Customer has paid all sums due to the Supplier under this Agreement and any Services Specific Schedule or Order Form.

6. CHANGES TO THE SERVICES

6.1 Any changes to the Services or to the terms of this Agreement shall be made via the Order Form or Change Variation Document whichever is applicable.

7. WARRANTIES

7.1 The Customer acknowledges that the Supplier has relied and will rely upon the Background Information supplied by the Customer in specifying the Services to be provided. The Customer warrants that the Background Information does not contain any errors or omission be misleading or inaccurate in any material respect.

7.2 The Supplier provides the following warranties only to the Customer (and the Customer acknowledges that any other statement in this Agreement that could be interpreted as a warranty will not be treated as such):

7.2.1 the Supplier will provide the Services exercising reasonable skill and care and in accordance with the terms of this Agreement; and

7.2.2 will perform its obligations in accordance with all Applicable laws; and

7.2.3 it will discharge its obligations using reasonable skill and care and in accordance with Good Industry Practice; and

7.2.4 subject to the Customer's obligations set out at clause 4.1.1, the Supplier has full right, power and authority to provide the Services to the Customer in accordance with the terms of this Agreement.

7.3 If the Supplier fails to comply with the warranty in clause 7.2, the Supplier may at its sole option take such steps as it deems necessary to either:

7.3.1 remedy such failure; or

7.3.2 refund such part of the Charges as relates to the relevant part of the Services,

provided that the exercise of either option by the Supplier shall constitute an entire discharge of the Supplier's liability for such failure and the Customer's sole and exclusive remedies and the liability of the Supplier under the warranty in clause 7.2 shall in no event exceed the Charges payable in respect of the relevant part of the Services.

7.4 Each Party irrevocably represents, warrants, agrees and undertakes with the other that:

7.4.1 it has the power to enter into this Agreement;

7.4.2 this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms;

7.4.3 neither the execution nor the performance of this Agreement contravenes any:

(i) provision of any statute or statutory instrument;

(ii) judgment, injunction or award of any court or authority; or

(iii) provision of any existing agreement between it and any third Party;

7.4.4 the execution and performance of this Agreement has been duly authorised by all appropriate corporate actions and, in particular, the person who signs this Agreement has been duly authorised to do so.

7.5 The Customer hereby irrevocably represents, warrants and agrees and undertakes to the Supplier that:

7.5.1 will perform its obligations in accordance with all Applicable laws

7.5.2 it will discharge its obligations using reasonable skill and care and in accordance with Good Industry Practice

7.6 Except as provided expressly in this Agreement, all other warranties, express or implied, are strictly excluded to the fullest extent permitted by law.

8. LIMITATION OF LIABILITY

8.1 The following provisions set out the entire liability of each Party (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the other in respect of any Event of Default.

8.2 Nothing in this Agreement shall limit the liability of either Party for:

8.2.1 death or personal injury caused by negligence;

8.2.2 fraud or fraudulent misrepresentation made by either Party or its representatives;

8.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

8.2.4 any other liability which cannot be excluded or limited by law.

8.3 Subject to clauses 8.2 and 8.4, neither Party's aggregate liability for any and all Events of Default during the term of this Agreement shall exceed:

8.3.1 in the case of Events of Default caused by the acts or omissions of Third Party Service Providers, the total amount recovered by the Supplier from the relevant Third Party Service Providers in respect of the relevant Events of Default arising from their acts or omissions; and

8.3.2 subject to the cap on the Supplier's liability in clause 11.4 in relation to IPR Claims, for all other Events of Default, except for liability for damage to property (in which case clause 8.3.3 shall apply) 125% of the annual recurring Charges invoiced by the Supplier to the Customer for all Services provided to the Customer in the previous twelve (12) months.

8.3.3 For any Event of Default in respect of damage to or loss of leasehold or freehold property shall not exceed £3,000,000 (three million pounds sterling) in aggregate.

8.3.4 The Supplier's liability to pay Service Credits (if applicable to the Services as detailed in the relevant Service Schedule) shall be the maximum extent of its liability and the Customer's sole financial remedy for any Service Failures, and any failure to achieve any Service Levels. Where the same event or series of connected events gives rise to one or more Service Failures, any Service Credit paid will be taken into account in calculating any other Service Credit which may have otherwise been payable. The amount of Service Credits payable under this Agreement (including any operative Services Specific Schedules) will be detailed in the relevant Service Schedule including the limit.

8.3.5 Any Service Credits paid to the Customer shall be taken into account when calculating the limitation amounts set out in this clause 8.

8.4 Subject to clause 8.2, under no circumstances shall either Party be liable for:

8.4.1 loss of revenue;

8.4.2 loss of actual or anticipated profits;

8.4.3 loss of business or contracts;

8.4.4 loss of anticipated savings;

8.4.5 loss of or damage to, or corruption of any programs, information or data be it during the delivery, storage or transmission of the same or otherwise;

8.4.6 loss of goods;

8.4.7 loss of use;

8.4.8 loss of reputation; or

8.4.9 loss of goodwill,

in each case whether the relevant losses are special, direct, indirect or consequential.

9. REPRESENTATIVES

9.1 The Supplier and the Customer shall, where applicable to the Services, on or before the relevant Commencement Date each nominate and inform the other of the identity of a Primary Representative who shall be authorised to make decisions relating to this Agreement and who shall be responsible for providing and/or allowing access to all information and documentation to which the Supplier or the Customer (as the case may be) and/or their agents, sub-contractors or professional advisors are entitled pursuant to this Agreement (subject to the provisions in respect of confidentiality set out in clause14). The Customer shall notify its Representative of the Service Administration Password.

9.2 The Supplier and the Customer shall on or before the relevant Commencement Date each nominate and inform the other of the identity of a Second Representative and a Third Representative who shall be involved in the resolution of Disputes in accordance with clause 19.

9.3 Each Party shall inform the other in writing of any change in the identity of its Primary Representative, Second Representative and/or Third Representative during the Term.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Each of the Parties acknowledges that nothing in this Agreement shall operate to transfer to the other Party any right, title or interest in or to, or to grant to the other Party any licence or other right to use, any of the Intellectual Property Rights owned and/or licensed by the other Party and/or any Third Party Services Provider, save that each Party hereby grants (or shall procure that the relevant Third Party Services Provider grants) to the other a licence, for the Term to use such rights that exist in respect of the Services solely to the extent necessary to use the Services for the purpose for which they are supplied.

10.2 Where the Supplier provides any software to the Customer as a part of the Services, such software shall be provided on the licence terms accompanying or contained in such software or otherwise notified by the Supplier to the Customer, and the Customer shall act in accordance with those terms.

10.2.1 The Customer shall not and shall procure that any End User shall not:

10.2.1.1 copy the Services or the Materials or any part of any of them except to the extent and for the purposes expressly permitted by this Agreement; or

10.2.1.2 modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Services or the Materials except and only to the extent that it is expressly permitted to do so by Applicable Law.

10.2.2 The Customer shall ensure, and shall procure, that each reference to, and use of, any of the Trade Marks by the Customer or any End User is in a manner approved from time to time by the Supplier and accompanied by an acknowledgement in a form approved by the Supplier that the same is a trade mark (or registered trade mark) of the Supplier or its licensors as applicable.

11. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

11.1 Subject to clause 11.4, the Supplier shall defend the Customer against any third Party claim that the Customer's use or possession of any of the Services or the Materials as authorised under this Agreement infringes the Intellectual Property Rights of a third Party (an "**IPR Claim**"), and indemnify and hold the Customer harmless from and against any damages finally awarded by a court of competent jurisdiction or required to be paid under the terms of a settlement as a direct result of the IPR Claim, provided that:

11.1.1 the Customer promptly notifies the Supplier in writing on becoming aware of any reasonably likely or actual IPR Claim (such notice to include full details as to the nature and basis of the IPR Claim);

11.1.2 the Customer makes no admission of liability, communication or payment to the third Party making the IPR Claim or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;

11.1.3 the Supplier is granted the sole control and conduct of the defence of the IPR Claim and of any related settlement or negotiations; and

11.1.4 the Customer, at the Supplier's request and expense, provides the Supplier with all reasonable assistance, information and authority, and acts in accordance with the reasonable instructions of the Supplier, in the circumstances described in this clause 11.

11.2 The Supplier shall not have any liability or obligation under this clause 11 in respect of any IPR Claim to the extent that it results from or arises in connection with:

11.2.1 the Customer's breach of this Agreement;

11.2.2 the possession or use of the Materials or the Services (or any part of them) by anyone other than the Customer

11.2.3 the possession or use of the Materials or the Services (or any part of them) other than in accordance with the terms of this Agreement or the terms of any Supplier documents or materials provided by the Supplier to the Customer;

11.2.4 a specific design, feature or modification provided by the Supplier at the Customer's request;

11.2.5 any failure by the Customer to implement changes, replacements or new releases of any software, provided as part of the Services recommended by the Supplier, or any Third Party Services Provider, within a reasonable period of time, where the infringement would have been avoided or mitigated by such changes, replacements or new releases;

11.2.6 the combination or use in combination of the Materials or the Services with any other products, services or items not supplied by the Supplier;

11.2.7 the modification of the Materials or the Services by anyone other than the Supplier or a third Party authorised by the Supplier;

11.2.8 any third-Party components or elements of the Materials or the Services licensed on an open source basis;

11.2.9 any failure by the Customer to obtain any required or relevant licence or pay any required or relevant participation charges;

11.2.10 the possession or use of any Materials or the Services (or any part thereof) by the Customer which is made available on a beta, test or evaluation basis; or

11.2.11 the Customer's wilful misconduct or negligence.

11.3 The Customer shall afford the Supplier (at the Supplier's cost and expense) an opportunity to participate in the defence of, and shall not without the prior written consent of the Supplier settle or otherwise dispose of, any:

11.3.1 IPR Claim where the Supplier does not elect or is unable (for whatever reason) to assume control of the defence of the claim.

11.4 Subject always to clause 8.4, the Supplier's entire liability under this clause 11 in respect of all losses, costs, interest and expenses (including legal costs) incurred by the Customer in respect of any IPR Claim shall in no event exceed £5,000,000 (five million pounds sterling).

11.5 If any IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier may at its sole option and expense, and the Customer shall permit the Supplier to:

11.5.1 procure for the Customer the right to continue using and possessing the relevant Services or the Materials (or any part thereof);

11.5.2 modify or replace the infringing part of the Services or the Materials (or any part thereof) to avoid the infringement or alleged infringement; or

11.5.3 where neither clause 11.5.1 nor clause 11.5.2 is reasonably practicable, on written notice terminate this Agreement or the Customer's licence and access to those parts of the Service or the Materials which are the subject of the IPR Claim concerned and refund any prepaid unused Charges paid by the Customer as at the date of the termination in respect of the affected Services or Materials.

11.6 In the event of termination pursuant to clause 11.5.3, at the Supplier's request the Customer shall destroy and delete and certify in writing that it has destroyed or deleted all copies of the Services or Materials.

11.7 The remedies in this clause11 are the Customer's sole and exclusive remedies and the Supplier's sole liabilities in respect of any actual, alleged or reasonably likely IPR Claim.

11.8 Nothing in this Agreement shall restrict or limit the Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of any event that may give rise to a claim under this clause 11. At the Supplier's request, the Customer shall demonstrate in writing to the Supplier that it has used its best endeavours to so mitigate.

11.9 The Customer warrants that any specification, design or instruction given by it to the Supplier will not infringe any Intellectual Property Rights or other rights of any third Party and the Customer indemnifies the Supplier in respect of any damages, losses, costs, expenses or claims arising in relation thereto in which case the provisions of this clause 11 shall apply mutatis mutandis. Subject always to clause 8.4, the Customer's entire liability under this clause 11 in respect of all losses, costs, interest and expenses (including legal costs) incurred by the Supplier in respect of any IPR Claim shall in no event exceed £5,000,000 (five million pounds sterling).

12. TERMINATION

12.1 This Agreement may be terminated by notice in writing by either Party with immediate effect if:

12.1.1 the other commits any material breach of this Agreement and in the case of a breach capable of remedy it has not been remedied within thirty (30) days of a written request by the other Party to do so;

12.1.2 the other becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager or administrative receiver appointed over its assets, undertakings or income, has passed a resolution for its winding-up, or has a petition presented to any Court for its winding-up, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person, commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against that other Party (each an "**Insolvency Event**") and the Party to which the Insolvency Event relates shall immediately inform the other of its occurrence; or

12.1.3 the other ceases or threatens to cease to trade; or

12.2 For the purposes of clause **12.1.1**, a breach shall be considered capable of remedy if the Party in breach can comply with the requirement in all respects other than the time of performance.

12.3 Without prejudice to the generality of clause 12.1.1, the Supplier shall be entitled to terminate the whole or part of this Agreement with immediate effect by notice in writing by the Supplier to the Customer without liability for the Supplier:

12.3.1 if any invoice rendered to the Customer remains wholly or partly unpaid for more than thirty (30) days after becoming due, unless there is a bona fide dispute in respect of the unpaid sum which has been notified to the Supplier in accordance with clause 5.7; or

12.3.2 in the circumstances set out in clause 11.5.3

12.3.3 in the circumstances set out in clause 5.5.

12.4 The rights to terminate this Agreement given by this clause 12 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

13. EFFECT OF TERMINATION

13.1 Any termination of this Agreement for any reason shall not affect any accrued rights or liabilities of either Party, nor the coming into force, or the continuance in force, of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

13.2 Upon the termination of this Agreement for whatever reason:

13.2.1 Immediately following the Termination Date both Parties shall promptly:

13.2.1.1 deliver up to the other all property of the other Party in its possession or control; and

13.2.1.2 either deliver up to the other Party or (where delivery is not feasible) destroy any Confidential Information of the other Party in its possession or control,

and, for the purposes of this clause13.2, references to the property and Confidential Information of a Party shall include (as applicable) any property and Confidential Information of any Third Party Services Provider or any contractor or agent of that Party, and a Party's obligation to deliver such property and Confidential Information (as applicable) pursuant to this clause 13.2 shall be to deliver the same to the relevant Third Party Services Provider, contractor or agent;

13.2.2 all outstanding Charges (which for the avoidance of doubt shall include any Charges for Services consumed but not yet paid for) and any Charges to be paid by the Customer to the Supplier (including any charges payable to Third Party Service Providers) shall become immediately due and payable; and

13.2.3 the Supplier shall repay to the Customer any Charges paid by the Customer in advance insofar as such Charges relate to the provision of Services during the period following the Termination Date and provided that no termination fee (where applicable) is payable or would be payable taking into account such repayment.

14. CONFIDENTIALITY

14.1 Each Party undertakes during the Term and for a 3 year period thereafter:

14.1.1 to keep confidential all Confidential Information (written or oral) concerning the business and affairs of the other Party. "**Confidential Information**" shall include all information relating to the business activities, software and technology of the other Party and all Intellectual Property Rights, personal data and data of the other Party and any other information that would normally be regarded as confidential);

14.1.2 not without the other Party's written consent to disclose that Party's Confidential Information in whole or in part to any other person, save those of its employees, agents and sub-contractors involved in the provision or receipt of the Services to the extent that they need to know the same for the purposes of this Agreement; and

14.1.3 to use the other Party's Confidential Information solely in connection with the provision or receipt of the Services and not for its own benefit or the benefit of any third Party.

14.2 The provisions of clause 14.1 shall not apply any Confidential Information to the extent that it is:

14.2.1 already in the other Party's possession without breach of any obligation of confidentiality;

14.2.2 in the public domain other than as a result of a breach of this clause; or

14.2.3 independently developed by the other Party without reference to or use of the Confidential Information.

14.3 Either Party may disclose the Confidential Information of the other Party to the extent that it is required to be disclosed pursuant to any Applicable Law.

14.4 Each Party undertakes to make all its relevant employees, agents and sub-contractors aware of the confidentiality of the Confidential Information and of this clause 14, and to take all such steps as shall be necessary to ensure compliance by its employees, agents and sub-contractors with this clause 14.

15. DATA PROTECTION

15.1 The Parties shall comply with their respective obligations under Schedule 2 (Data Protection).

16. FORCE MAJEURE

16.1 Neither Party shall be in breach of this Agreement for any failure or delay in performing its obligations under this Agreement due to a Force Majeure Event.

16.2 If a Party's performance of its obligations under this Agreement is affected by a Force Majeure Event, then:

16.2.1 it shall give written notice to the other Party, specifying the nature and extent of the Force Majeure Event, immediately on becoming aware of it and will at all times use all reasonable endeavours to mitigate the impact of the Force Majeure Event;

16.2.2 subject to clause 16.3, the date for performance of such obligations shall be suspended for a period equal to the delay caused by the Force Majeure Event; and

16.2.3 it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the Force Majeure Event.

16.3 If the Force Majeure Event in question prevails for a continuous period in excess of one month after the date on which notification of the Force Majeure Event is given under clause 16.2.1, the non-affected Party shall then be entitled to terminate this Agreement on written notice to the other.

17. MODERN SLAVERY

17.1 Each Party undertakes, warrants and represents that:

17.1.1 neither it nor any of its officers, employees, agents or subcontractors has:

17.1.1.1 committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence"**); or

17.1.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015 or

17.1.1.3 become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

17.1.2 it shall comply with the Modern Slavery Act 2015 and shall immediately implement (if it has not already done so) and comply with a Modern Slavery Policy;

17.1.3 it shall notify the other Party immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under clause 17.1. Any notice under this clause 17.1.3 shall set out full details of the circumstances concerning the breach or potential breach of the relevant Party's obligations.

17.2 Each Party shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with its Modern Slavery Policy.

18. BRIBERY AND CORRUPTION

18.1 Each Party shall comply with all applicable laws, statutes and regulations, relating to anti-bribery and anti-corruption including the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

18.2 Each Party shall have and shall maintain in place throughout the Term its own anti-bribery policies and procedures, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate.

19. DISPUTES

19.1 Any dispute or difference (a "**Dispute**") arising between the Customer and the Supplier arising out of this Agreement shall be dealt with in accordance with this clause 19.

19.2 In the first instance, the Representatives shall each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by the Representatives within ten (10) Business Days of the Dispute arising, it shall be escalated first to the Second Representatives and then, if necessary, to the Third Representatives, who shall each have ten (10) Business Days to resolve the same, failing which it will be escalated to the next level.

19.3 If the escalation process does not lead to resolution of the Dispute, then, in respect of any Dispute of a technical nature, either Party may refer the same to such independent third Party (the "**Independent Third Party**") as the Supplier and the Customer shall jointly nominate. If the Supplier and the Customer shall fail to nominate an Independent Third Party within five (5) Business Days of the end of the escalation process in this clause19, then the Independent Third Party shall be nominated at the request of either the Supplier or the Customer by the President for the time being of BCS, The Chartered Institute for IT or its successor or equivalent body. In relation to all other Disputes the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, within 14 days of notice of the Dispute, the mediator will be nominated by CEDR.

19.4 The Parties shall use their reasonable endeavours to procure that the Independent Third Party shall reach a decision within twenty (20) Business Days of his nomination and shall provide all necessary co-operation and information to the Independent Third Party to achieve this.

19.5 The Independent Third Party shall act as an expert and not as an arbitrator whose decision (including as to costs) shall, except in the case of manifest error, be final and binding upon the Supplier and the Customer.

19.6 Disputes of a non-technical nature that cannot be resolved by the Parties pursuant to clauses 19.1 to 19.3 shall be subject to clause 27.

20. WAIVER

20.1 A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the Party who is waiving the breach or provision.

20.2 Any failure or delay by either Party in exercising any right, power or remedy under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either Party of any other right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it, or the exercise of any other right, power or remedy.

20.3 Save as otherwise expressly provided in this Agreement the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

20.4 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

21. NOTICES

21.1 Any demand, notice or communication to be sent by one Party to the other in connection with this Agreement, except for the service of Court proceedings, shall be in writing and shall be sent by e-mail to the address of the other Party as set out below and shall be deemed to have been duly given when transmitted provided that the e-mail is not returned as being undeliverable.

Supplier	CFO, Digital Space , Brunel Drive, Jessop Close, Newark, NG24 2AG legal@digitalspace.co.uk
Customer	<INSERT name, ADDRESS and email>

22. INVALIDITY AND SEVERABILITY

22.1 If any part of this Agreement is held by any court or other competent authority to be void, invalid or unenforceable in whole or part:

22.1.1 this shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and

22.1.2 the Parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision, to the extent that such spirit and intention is consistent with the laws of England and Wales, and so that the amended clause complies with the laws of England and Wales.

23. ENTIRE AGREEMENT

23.1 This Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersedes, cancels and nullifies any previous Agreement between the Parties in relation to such matters.

23.2 Neither of the Parties have been induced to enter into this Agreement by a statement or promise that this Agreement does not contain and shall have no remedy in respect of any statement, representation, warranty or undertaking (whether negligent or innocently made) other than as expressly set out in this Agreement.

23.3 Save as otherwise agreed in writing by the Parties or as expressly set out in this Agreement, all specifications, descriptive material, written or oral representations made by the Supplier and all warranties and conditions relating to the Services, whether express or implied by law, shall to the extent permitted by law, be excluded.

23.4 Nothing within this clause 23 shall exclude liability for fraudulent misstatement.

24. ASSIGNMENT AND SUB-CONTRACTING

24.1 Neither Party shall be entitled to assign any of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

24.2 The Supplier shall be entitled to sub-contract any of its obligations under this Agreement and any sub-contracting shall not relieve the Supplier from its liabilities under this Agreement.

25. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

25.1 Nothing in this Agreement shall create any partnership or joint venture between the Parties, authorise either Party to act as agent for the other Party or authorise either Party to act in the name or on behalf of, or otherwise to bind, the other Party in any way.

26. EMPLOYEES AND NON-SOLICITATION

26.1 Where specified in the Order Form or Service Schedule (as applicable) that TUPE is relevant then the terms set out therein shall apply.

26.2 Neither Party shall during the Term and for a period of twelve months thereafter, solicit the other Party's staff who have been employed or engaged in the provision or receipt of the Services during the previous twelve months. "Solicit" means the soliciting of such person, or endeavouring to entice them away from the other Party, with a view to engaging such person as an employee, director, sub-contractor or independent contractor.

26.3 In the event that either Party breaches clause 26.2, that Party shall pay to the other by way of liquidated damages an amount equal to fifty (50) per cent of the gross annual salary (as at the time of the breach) of the person so employed or engaged. This provision shall be without prejudice to either Party's ability to seek injunctive relief.

26.4 The Parties hereby agree that the formula specified in clause 26.3 is a reasonable estimation of the loss which would be incurred by a breach of this clause 26.

27. LAW

This Agreement and any contractual or non-contractual disputes or claims arising from it shall be governed by the laws of England and Wales and the Parties hereby agree to submit to the exclusive jurisdiction of the English courts

28. COUNTERPARTS

28.1 This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but which shall together constitute one agreement.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

29.1 The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties on the date set out at the beginning of it

Signed by Tim Emly, CFO for and on behalf of the SUPPLIER	Authorised Signatory
Signed by XXXXXX for and on behalf of the CUSTOMER	Authorised Signatory

SCHEDULE 1: DEFINITIONS

1. In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

"Acceptable Use Policy"	the Supplier's acceptable use policy available at https://www.digitalspace.co.uk/information/ and any Third Party Services Provider's applicable acceptable/fair use policy each as amended from time to time
"Applicable Law"	any: (a) statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal in England and Wales); and/or (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body in England and Wales, that relates to this Agreement
"Background Information"	all and any materials, documents, drawings, plans or other information made available by the Customer to the Supplier in connection with the negotiation and preparation of this Agreement and during any process of competitive tender which preceded such negotiation and preparation (including any invitation to tender prepared by the Customer, if applicable), and any information supplied by the Customer pursuant to clause 7
"Business Day"	a day other than Saturday or Sunday or a public or bank holiday in England
"Change Variation Document"	A document agreed and signed by both Parties to record any changes made in accordance with clause 6.1
"Charges"	the charges payable by the Customer to the Supplier for the provision of the Services as set out in the Service Schedule or the Order Form whichever is applicable
"Commencement Date"	in respect of each Service set out in the Service Specific Schedule or Order Form (whichever is applicable), the earlier of: (i) the date on which delivery of that Service is made, commences or goes live; or (ii) the date on which the Supplier commits to a Third Party Services Provider to receive any product or service from that Third Party Services Provider in order to allow the Supplier to provide that Service to the Customer
"Customer Committed Spend"	any charges set out in the Service Schedule or Order Form payable in accordance with clause 5.1 on termination of a Service
"End User"	Any Party who uses a Service as a result of the Customer entering into this Agreement
"Effective Date"	means the date of this Agreement
Event of Default	Means in relation to either Party: 1. any breach of its contractual obligations under or in connection with this Agreement; and

2. any representation, misrepresentation (whether innocent or negligent), statement, tortious act or omission (including negligence), or breach of statutory duty arising under or in connection with this Agreement,

"Force Majeure Event"	in relation to either Party, any cause affecting the performance by that Party of its obligations arising from acts, events, omissions or circumstances beyond the reasonable control of that Party, including acts of God, acts of governmental, supra-national, highways or other authority or any public telecommunications operator, outbreak of hostilities, national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, pandemics, lock outs (not by that Party), strikes and other industrial disputes (not relating to that Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies or adequate or suitable materials
" Good Industry Practice"	means the exercise of that degree of skill and care, diligence and timeliness which would be reasonably expected from an expert in the party's field of business
"Index Rate"	the Retail Prices Index published by the Office of National Statistics
"Initial Term"	Except where a different period is specified in the Service Schedule or Order Form (whichever is applicable), three (3) years from the Commencement Date
"Intellectual Property Rights"	any and all patents, trade marks, service marks, copyright, database rights, moral rights, rights in design, know-how, confidential information and all or any other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world, together with all or any goodwill relating thereto
"Materials"	All documentation supplied by or on behalf of the Supplier or any Third Party Services Provider in connection with the provision of the Services (including, without limitation all marketing documentation supplied by or on behalf of the Supplier or any Third Party Services Provider designed to promote and explain the applicable functionality and benefits of the Services)
"Modern Slavery Policy"	Each Party's anti-slavery and human trafficking policy as updated by that Party from time to time
"ServiceHub"	the customer portal established and maintained by the Supplier and accessible by the Customer at https://portal.digitalspace.co.uk
"Order Form"	an order form setting the Services and related Charges being ordered under the terms of this Agreement
"Party"	the Supplier or the Customer, who together shall be the "Parties"
"Representative"	the person nominated by each Party in accordance with clause 9.1
"Second Representative"	the second representative nominated by each Party in accordance with clause 9.2
"Services"	each of the services set out in the Service Schedule, or Order Form (whichever is applicable
"Service Administration Password"	a unique password determined by the Customer which must be supplied to the Supplier before any request to change the scope of the Services or the terms of this Agreement will be considered

"Service Credit"	Means in respect of any Service Failure, an amount calculated in accordance with the relevant Services Specific Schedule
"Service Failure"	Any failure to provide any of the Services in accordance with the Service Levels
"Service Levels"	the service levels for the relevant Service as set out in the applicable or Services Specific Schedule
"Service Schedule"	the schedule or schedules referred to as such in the applicable Schedules and/or Order Form that set out the scope of the relevant Services and which may be amended from time to time by the Supplier
"Supplier Equipment"	any equipment or apparatus belonging to the Supplier or a Third Party Services Provider that is used in connection with the provision of the Services, including any equipment or apparatus identified as Supplier Equipment in the relevant Order Form or Services Specific Schedule
"Supplier's Standard Charges Document"	the standard charges document available at https://www.digitalspace.co.uk/information/ as the same may be amended from time to time
"Term"	the period from the Effective Date to the Termination Date
"Termination Date"	the date on which this Agreement is terminated or expires
"Third Party Services"	any part of the Services that the Supplier procures from a third Party and that the Supplier uses in order to provide the Services
"Third Party Services Provider (TPSP)"	a provider of Third Party Services
"Third Representative"	the third representatives nominated by each Party in accordance with clause 9.2
"Trade Marks"	any trade marks which the Supplier may permit or procure permission for the Customer by prior notice in writing to use in respect of the Service
"Working Hours"	between 08:00 and 18:00 on Business Days

SCHEDULE 2: DATA PROTECTION

1. In this Schedule the following terms shall have the following meanings:

"**Data Protection Legislation**" shall mean all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) ("**DPA 2018**"); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

"**Data Subject**", **"Controller"**, "**Processor**", "**Processing**" and "**Personal Data**" have the meaning set out in the Data Protection Legislation in relation to data that is Processed under this Agreement; and

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

"**Third Party Services Provider List**" means the list of Third-Party Services Providers which can be obtained from the Supplier on request.

2. The Parties acknowledge that the Supplier is a Processor of Personal Data acting on behalf of the Customer and that the Customer is the Controller of Personal Data and that, for the purposes of this Agreement:

2.1 the types of Personal Data to be processed and categories of Data Subjects are as described in the Services Schedule or Order Form, whichever is applicable;

2.2 the purpose of the Processing is to enable the Supplier to provide the Services and the duration of the Processing shall be the same as the period of time for which the Services are provided by the Supplier; and

2.3 the Supplier may from time to time engage third parties, including Third Party Services Providers, to carry out Processing (as a subprocessor) under this Agreement;

2.4 the Customer authorises the Supplier to use the Third-Party Service Providers as set out on the Third-Party Service Provider List and any other Third Party Service Provider identified in an Order Form of Service Schedule entered into under this MSA;

2.5 the Customer consents to the Supplier transferring Personal Data to Third Party Service Providers where this is reasonably required for the provision of the relevant services by the Third-Party Services Provider; and

2.6 subject to paragraph 3.3, the Customer authorises the Supplier to transfer Personal Data outside the United Kingdom.

2.7 The Customer warrants and undertakes that it has a lawful basis for, and that it has secured all appropriate consents, and provided appropriate notification to Data Subjects in respect of the Processing to be undertaken by the Supplier and/or any Third Party Service Provider.

3. The Supplier shall comply with its obligations under the Data Protection Legislation and shall, in particular:

3.1 process the Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with any written instructions from the Customer and this Schedule and for no other purpose save to the extent required by law;

3.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

3.3 not transfer the Personal Data outside of the United Kingdom without ensuring adequate safeguards are in place in accordance with the Data Protection Legislation;

3.4 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;

3.5 not engage any third party other than a Third Party Services Provider identified in the Third Party Services Provider List to carry out Processing without notifying the Customer and ensuring a written contract is in place. The Supplier shall remain liable to the Customer for the performance of the Third-Party Services Provider's obligations;

3.6 notify the Customer of any intended changes concerning the addition or replacement of Third Party Service Providers on the Third Party Service Provider List, and it shall be the responsibility of the Customer to check that list for details of the change from time to time. If the Customer objects to the change then they must inform the Supplier's Representative within 14 days of the Change Notification. If the parties cannot resolve the objection then the Parties will follow the Dispute procedure set out in Clause 19 of the MSA;

3.7 notify the Customer, as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Customer) and assist the Customer by technical and organisational measures, insofar as possible, for the fulfilment of the Customer's obligations in respect of such requests or complaints;

3.8 maintain complete and accurate records of information as required by Data Protection Legislation;

3.9 notify the Customer within 48 hours of becoming aware of a Personal Data Breach in respect of Personal Data of which the Supplier is aware that it Processes on behalf of the Customer;

3.10 promptly inform the Customer if, in its opinion, an instruction infringes Data Protection Legislation;

3.11 on request by the Customer and taking into account the nature of the Processing and the information available to the Supplier, assist Customer in ensuring compliance with its obligations under the UK GDPR (where applicable), including but not limited to:

3.11.1 where relevant, notifying a Personal Data Breach to the Information Commissioner's Office (or any replacement body) and/or communicating such breaches to the Data Subject in accordance with Articles 33 and 34 of the UK GDPR;

3.11.2 where necessary, carrying out and/or reviewing and, if applicable, consulting with the Information Commissioner's Office (or any replacement body) with respect to data protection impact assessments in accordance with Articles 35 and 36 of the UK GDPR;

3.11.3 on reasonable written notice by the Customer, make available all information reasonably necessary to demonstrate the Supplier's compliance with this Schedule and otherwise permit, and contribute to, audits carried out during Business Hours by the Customer (or an authorised representative which is not in the Supplier's reasonable opinion, a competitor of the Supplier) on condition that any personal involved in the audit enter into a confidentiality agreement in a form reasonably satisfactory to the Supplier and that the conduct of the audit does not interfere with the Supplier's business activities;

3.11.4 on termination or expiry of this Agreement, destroy or return (as the Customer directs) all Personal Data in its power, possession or control and delete all existing copies of such data except to the extent the Supplier is required to retain a copy the Personal Data by law.

4. The Supplier may charge the Customer for its reasonable costs incurred in complying with any request made by the Customer, a Data Subject or the Information Commissioner or any Court order in connection with the performance of the Supplier's obligations under this Schedule.