THIS AGREEMENT is made on the [date] of [month, year] (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

[insert Reseller name] (Company Registration No: [insert number]) (the **"Reseller"**) whose Registered Office is at [insert address and postcode].

BACKGROUND:

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

(B) The Reseller 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, resellership, 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 Schedules 1 and 2 to this Agreement and annexes or any other documents referred to herein; and

1.9.3 the Service Schedules and annexes or any other documents referred to therein;

1.9.4 the Order (if used);

1.9.5 the WSP.

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 with the order of precedence set out in clause 1.9, 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.

2. DURATION

2.1 This Agreement shall commence on the Effective Date and shall stay in full an effect, unless and until terminated in accordance with this Agreement. Each Service Schedule shall commence on the Commencement Date and shall stay in full force and effect in accordance with its terms.

3. PROVISION OF THE SERVICEs, SERVICE ORDERS

3.1 The Supplier agrees to supply the Services to the Reseller 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 Reseller.

3.2 Where the Reseller requires a Service, it shall place an Order for such Service through the Portal and/or by such other means as may be approved in writing by the Supplier from time to time to time. No Orders may be placed by the Reseller unless the applicable Service Schedule is in force.

3.3 If the Reseller has a requirement to procure services which are the same or materially similar to the Services, it shall give the Supplier the right of first refusal to supply those Services.

3.4 The Supplier may at its sole discretion accept any Order. If the Supplier requires additional information from the Reseller to accept an Order it shall notify the Reseller accordingly, and the Reseller shall provide such information.

3.5 Acceptance of an Order must be given in writing by an authorised representative of the Supplier (this may include by email).

3.6 Where the Reseller cancels or terminates any Order or Service Schedule:

3.6.1 prior to the Go-Live Date, it shall be liable to the Supplier for the applicable Cancellation Charges; or

3.6.2 after the Go-Live Date and prior to the expiry of the applicable Service Minimum Period, it shall be liable to the Supplier for the applicable Early Termination Charges.

3.7 The Supplier shall be entitled to cancel and/or reject any Order at any time prior to the Go-Live Date of the Service without any liability to the Reseller whatsoever.

3.8 On the terms of this Agreement and the Service Schedules entered into between the parties from time to time, the Supplier grants the Reseller the non-exclusive right to market and contract to supply Services to Users under the Reseller's own name, and as an independent contractor.

3.9 Subject to the terms of this Agreement, the Reseller shall be entitled to resell the Services to Users.

3.10 As a condition of the Supplier entering into this Agreement, the Reseller agrees (including on behalf of its servants and agents) that it has no power or authority, whether direct or indirect to, or purport to:

3.10.1 except with the Supplier's prior written consent to refer to the Supplier in any marketing literature; or

3.10.2 pledge the Supplier's credit, incur any liability on behalf of the Supplier; or

3.10.3 give any condition, warranty or undertaking on the Supplier's behalf; or

3.10.4 make any representation on the Supplier's behalf.

4. RESELLER OBLIGATIONS

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

4.1.1 act fairly and reasonably in all dealings with Users;

4.1.2 not act in such a way as to cause a degradation of service to any of the Supplier's other resellers or customers;

4.1.3 not lose or cause the Supplier and any company within the Supplier's group of companies to lose or breach its authorisation to act as a public communications provider;

4.1.4 market and resell the Services using such skill and care as may reasonably be expected of a highly competent marketer and reseller of similar services;

4.1.5 keep complete and proper books of account and records in compliance with any requirements that apply to the Reseller under Applicable Law;

4.1.6 promptly provide the Supplier with such assistance and information as it may reasonably require from time to time to comply with its obligations under this Agreement, and in order to verify that the Reseller is complying with its obligations under this Agreement;

4.1.7 be responsible for obtaining and keeping in force any authorisations, licences, permits or consents necessary or required either by Applicable Law, or for marketing, receiving, using or reselling any of the Services;

4.1.8 take all reasonable steps to prevent the misuse of the Supplier Network including sending, storing, uploading, downloading, reproducing or knowingly receiving using or re-using any offensive, obscene, menacing, abusive, defamatory or illegal material or in a manner which is either fraudulent or infringes the rights of any person;

4.1.9 not use or permit the Services to be used for any illegal, fraudulent, immoral or unlawful purpose, or any purpose other than that for which the Services are provided;

4.1.10 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.

4.1.11 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;

4.1.12 procure for and 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 Business Hours) to enter onto any of the Reseller's premises to audit the Resellers compliance with its obligations under this agreement. The Resellers shall co-operate in all respects with any audit and allow the Supplier and/or its appointed representatives access to relevant documents, date, software, equipment and other relevant materials;

4.1.13 take all reasonable steps to prevent unlawful intrusion into any equipment, software or systems connected with the Service;

4.1.14 comply with and procure that the Users comply with the WSP;

4.1.15 procure that each User does not and the Reseller shall not knowingly permit or allow any User to act, or fail to act, in a way which would cause the Reseller to breach its obligations under this Agreement;

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

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

4.1.17.1 the Acceptable Use Policy;

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

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

4.1.17.4 all instructions issued by a regulatory body and notified to the Reseller.

4.2 If the Reseller uses a Service in breach of clause 4.1 or supplies a Service to a User who is, or whose actions put the Reseller, in breach of clause 4.1, the Supplier may on written

notice to the Reseller suspend the relevant Service in respect of the Reseller and/or the offending User, without prejudice to the Supplier's other rights arising out of or in connection with the Agreement. If the Supplier is unable to suspend a Service to a User, the Reseller shall effect such suspension on the Supplier's behalf.

4.3 If the Supplier disconnects or suspends the Service in accordance with clause 4.2, then (without prejudice to the Supplier's other rights arising out of or in connection with the Agreement) the Supplier shall reconnect the Service as soon as reasonably practicable once it is satisfied that: the breach in question has been remedied (unless the breach in question cannot be remedied); and, that appropriate technical, organisational, security or other measures have been put in place to prevent any further breaches by the Reseller or the User. All Charges shall remain payable during any period of suspension and the Supplier shall also be entitled to invoice the Reseller for the Charges associated with such reconnection and the same shall be payable by the Reseller in accordance with clause 5.

5. CHARGES

5.1 Save as otherwise stated in this Agreement, the Charges shall be invoiced monthly in advance. Early Termination Charges (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 Reseller 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 Reseller 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 Reseller 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. During the Initial 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 average Index Rate over the previous twelve (12) month period.

5.4 In addition, the Charges for each Service may be increased on reasonable notice to the Reseller 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; (ii) increased energy costs; or (iii) general overhead costs where the percentage annual increase in the Retail Prices Index

published by the Office for National Statistics (or any replacement of the same) materially exceeds the Index Rate.

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 Reseller. If, notwithstanding such endeavours, the Supplier's costs of providing the Services to the Reseller 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;

5.6 Save as otherwise expressly provided in this Agreement or required by law, all payments to be made by the Reseller 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 Reseller, on bona fide grounds, disputes any part of an amount invoiced by the Supplier, the Reseller 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 Reseller 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 Reseller giving notice under this clause 5.7, clause 20 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 Reseller shall pay to the Supplier that part of the disputed sum (if any) as it is resolved is payable by the Reseller or, as applicable, the Supplier shall reimburse the Reseller any part of the disputed sum already paid by the Reseller that it is resolved was not payable by the Reseller.

5.7.5 Any invoice which is not disputed in accordance with this clause 5.7 shall be deemed to be fully accepted by the Reseller 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 not either: (i) paid by the due date in accordance with clause 5.1; or (ii) disputed in accordance with clause 5.7, the Supplier shall be entitled to charge interest on a daily basis at the rate of 4% above the base rate of HSBC Bank Plc 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 Reseller following delivery of a VAT invoice.

5.9 Where the Reseller has defaulted in payment of any Charges, or in the Supplier's reasonable opinion the credit-worthiness of the Reseller has materially deteriorated, the Supplier may upon notice require the Reseller 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 Reseller has paid all sums due to the Supplier under this Agreement and any Service Schedule or Order.

6. PORTAL AND SECURITY

6.1 Subject to the Reseller complying with the applicable terms and conditions of use of the Portal, the Supplier shall use reasonable endeavours to provide the Reseller with access to a Portal for the purposes of placing an Order, reselling, accessing, provisioning, and using certain Services.

6.2 For the avoidance of doubt, the Supplier does not warrant or represent that the Portal will be available at all times or free from errors, defects or viruses and shall have no liability (howsoever arising) to the Reseller or any User if the Portal is not available or not fully available. The Reseller accepts and acknowledges that the Services and the Portal are not guaranteed to be secure and the Supplier is not obliged to prevent or detect (and does not guarantee any prevention or detection of) any unauthorised attempts to access the Services and/or the Portal.

6.3 Unauthorised Usage

6.3.1 Notwithstanding any other provision of this Agreement the Reseller shall be liable for all charges incurred for the use of the Services, irrespective of whether the Services have been used by the User, its employees, agents or representatives or by any third party (including if unauthorised or fraudulently).

6.3.2 The Reseller shall be responsible for:

6.3.2.1 preventing unauthorised and fraudulent use of the Portal;

6.3.2.2 maintaining the security of all systems, network elements and equipment within its (or its employees', agents' or contractors') and the Users' control;

6.3.2.3 maintaining (and ensuring that each of User maintains) the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing or using the Services or any systems, network elements or equipment; and

6.3.2.4 ensuring that neither it nor its Users attempt to change any user name or password without the Supplier's prior written consent.

6.3.3 Without limiting clause 6.3.2.3, the Reseller shall (or shall procure that appropriately qualified third parties shall), put in place and shall comply at

all times with (and shall procure that the Users shall comply with the following security measures):

- Ensuring passwords used to access any part of the Services or the Supplier Network shall include letters, numbers and symbols;
- Ensuring such passwords are changed on a frequent (at least monthly basis);
- Ensure that only authorised personnel with a need to know any user names, passwords and similar access information are given such information;
- Ensure that the Reseller and each User follows any other reasonable security instructions or directions from the Supplier.

6.4 The Supplier shall not be obliged to monitor the usage of the Services by the Reseller or the Users. If the Supplier does carry out any such monitoring, the Supplier shall not be liable for detecting, preventing or failing to detect or prevent any unauthorised or fraudulent use of the Services.

6.5 The Reseller shall notify the Supplier immediately of any illegal, fraudulent or unauthorised use of the Services that it becomes aware of.

7. WARRANTIES

7.1 The Reseller acknowledges that the Supplier has relied and will rely upon the Background Information supplied by the Reseller in specifying the Services to be provided. The Reseller 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 Reseller (and the Reseller 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 subject to the Reseller's obligations set out at clause 4.1.1, the Supplier has full right, power and authority to provide the Services to the Reseller 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 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 will perform its obligations in accordance with all Applicable laws

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

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

7.4.5 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;

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

8. SUSPENSION

8.1 Without prejudice to any of its other rights or obligations under this Agreement or any Service Schedule, the Supplier may upon giving written notice in accordance with clause 8.2 suspend the provision of any Service (whether in whole or in part) without liability (subject to clause 9.2) if:

8.1.1 it is necessary for operational reasons such as upgrades to any of the Services or regular maintenance; or

8.1.2 it is necessary for emergency maintenance; or

8.1.3 a Service has been affected by a Force Majeure Event; or

8.1.4 the Supplier or any Third Party Service Provider is required to so do in order to comply with any law, regulation, court order, or request, order, direction, determination or consent by or of a governmental or regulatory body (including without limit OFCOM) or authority;

8.1.5 it is entitled to (whether or not the Supplier elects to) terminate the Agreement pursuant to the rights arising under this Agreement.

8.2 For any suspension pursuant to clause 8.1.1, the Supplier will use reasonable efforts to give the Reseller no less than two (2) Business Days' written notice of its intention to suspend any

of the Services and subsequently shall restore the Services as soon as it is reasonably able to do so. The Supplier shall use reasonable efforts to carry out any required maintenance (referred to in clause 8.1.1) between midnight and 6:00 am unless otherwise agreed by the Reseller or otherwise specified in any Service Schedule. For any suspension pursuant to clauses 8.1.2, 8.1.3 or 8.1.4. the Supplier will use reasonable efforts to give as much written notice as reasonably practicable of its intention to suspend any of the Services and subsequently shall restore the Services as soon as it is reasonably able to do so. For any suspension pursuant to clause 8.1.5 the Supplier may suspend the applicable Service upon immediate written notice to the Reseller.

8.3 The Reseller shall continue to pay the Charges for the Services during the period of the suspension with the exception of reason for suspension related to clause 8.1.3.

8.4 Any exercise by the Supplier of its rights of suspension in accordance with this Agreement shall not exclude any accrued right of the Supplier to terminate this Agreement.

8.5 If a suspension is implemented under clause 8.1.5, the Reseller shall reimburse the Supplier for all costs and expenses incurred by the Reseller in the implementation of such suspension and/or the recommencement or the provision of the Services as appropriate.

9. LIMITATION OF LIABILITY

9.1 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.

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

9.2.1 death or personal injury caused by negligence;

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

9.2.3 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; and

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

9.3 Subject to clause 9.3.6, neither Party's aggregate liability for any and all Events of Default during the term of this Agreement shall not exceed:

9.3.1 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

9.3.2 for all other Events of Default, except for liability for damage to property (in which case clause 9.3.3 shall apply) 125% of the annual recurring Charges invoiced by the Supplier to the Reseller for all Services provided to the Reseller in the previous twelve (12) months.

9.3.3 subject to clause 9.2, the 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.

9.3.4 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 Reseller'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.

9.3.5 Any Service Credits paid to the Reseller shall be taken into account when calculating the limitation amounts set out in this clause 9.

9.3.6 Subject to clause 9.2, under no circumstances shall either Party be liable for:

9.3.6.1 loss of revenue;

9.3.6.2 loss of actual or anticipated profits;

9.3.6.3 loss of business or contracts;

9.3.6.4 loss of anticipated savings;

9.3.6.5 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;

9.3.6.6 loss of goods;

9.3.6.7 loss of use;

9.3.6.8 loss of reputation; or

9.3.6.9 loss of goodwill,

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

10. REPRESENTATIVES

10.1 The Supplier and the Reseller 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 Reseller (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 clause 15). The Reseller shall notify its Representative of the Service Administration Password.

10.2 The Supplier and the Reseller 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 20.

10.3 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.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 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 Service 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.

11.2 Where the Supplier provides any software to the Reseller 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 Reseller, and the Reseller shall act in accordance with those terms.

11.2.1 The Reseller shall not and shall procure that any User shall not:

11.2.1.1 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

11.2.1.2 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.

11.2.2 The Reseller shall ensure, and shall procure, that each reference to, and use of, any of the Trade Marks by the Reseller or any 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.

12. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

12.1 Subject to clause 12.4, the Supplier shall defend the Reseller against any third Party claim that the Reseller'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 Reseller 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:

12.1.1 the Reseller 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);

12.1.2 the Reseller 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;

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

12.1.4 the Reseller, 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 12.

12.2 The Supplier shall not have any liability or obligation under this clause 12 in respect of any IPR Claim to the extent that it results from or arises in connection with:

12.2.1 the Reseller's breach of this Agreement;

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

12.2.3 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 Reseller;

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

12.2.5 any failure by the Reseller to implement changes, replacements or new releases recommended by the Supplier where the infringement would have been avoided or mitigated by such changes, replacements or new releases;

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

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

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

12.2.9 any failure by the Reseller to obtain any required or relevant licence or pay any required or relevant participation charges;

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

12.2.11 the Reseller's wilful misconduct or negligence.

12.3 The Reseller 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:

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

12.3.2 claim brought by a third Party in connection with this Agreement for breach of its Intellectual Property Rights, which is not covered by the indemnity in this clause 12.

12.4 The Supplier's entire liability under this clause 12 in respect of all losses, costs, interest and expenses (including legal costs) incurred by the Reseller in respect of any IPR Claim shall in no event exceed £5,000,000 (five million pounds sterling).

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

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

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

12.5.3 where neither clause 12.5.1 nor clause 12.5.2 is reasonably practicable, on written notice terminate this Agreement or the Reseller'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 Reseller as at the date of the termination in respect of the affected Services or Materials.

12.6 In the event of termination pursuant to clause 12.5.3, at the Supplier's request the Reseller shall destroy and delete and certify in writing that it has destroyed or deleted all copies of the Services or Materials.

12.7 The remedies in this clause 12 are the Reseller's sole and exclusive remedies and the Supplier's sole liabilities in respect of any actual, alleged or reasonably likely IPR Claim.

12.8 Nothing in this Agreement shall restrict or limit the Reseller'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 12. At the Supplier's request, the Reseller shall demonstrate in writing to the Supplier that it has used its best endeavours to so mitigate.

12.9 The Reseller 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 Reseller 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 12 shall apply mutatis mutandis.

13. TERMINATION

13.1 This Agreement may be terminated at any time by either party serving no less than Thirty (30) days' written notice on the other. Any such termination shall not affect any Service Schedules and Orders which are in force at the effective date of termination, and the terms and conditions of this Agreement shall survive to the extent necessary to give effect to such extant Service Schedules and Orders.

13.2 Any Order or Service Schedule may be terminated by the Reseller upon giving no less than ninety (90) days' written notice to the Supplier provided that such notice may not expire any earlier than the Initial Term.

13.3 The Supplier may terminate any Service Schedule or Order at any time upon thirty (30) days' written notice to the Reseller.

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

13.4.1 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;

13.4.2 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

13.4.3 the other ceases or threatens to cease to trade.

13.5 For the purposes of clause 13.4, 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.

13.6 Without prejudice to the generality of clause 13.4.1, the Supplier shall be entitled to terminate the whole or part of this Agreement or any Service Schedule(s) or Order with immediate effect by notice in writing by the Supplier to the Reseller without liability for the Supplier:

13.6.1 if any invoice rendered to the Reseller 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

13.6.2 in the circumstances set out in clause 12.5.3;

13.6.3 the Supplier reasonably considers that an act, omission or default of the Reseller or a User will result in (or has resulted in) a failure by the Reseller or the Supplier to comply with any applicable Legislation or constitutes fraud or other unlawful activity, or may place any the Supplier in breach of any agreement with a Third Party Service Provider;

13.6.4 the Supplier is required to do so by any governmental or regulatory authority (including without limit, OFCOM) or to comply with Applicable Law;

13.6.5 use of the Service is, or is likely to cause damage to, interrupt or otherwise prevent the Supplier from supplying services to other customers or complying with obligations owed to other customers;

13.6.6 there is a change of Control of the Reseller;

13.6.7 an application is made to strike the Reseller off the register of Companies for England and Wales; or

13.6.8 any of the Reseller, its Group, or their respective officers or employees are prosecuted for a criminal offence relating to the Services or a service provided by any Service Provider (or analogous provider).

13.7 The rights to terminate this Agreement given by this clause 13 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

14. EFFECT OF TERMINATION

14.1 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.

14.2 Upon termination of a Service Schedule or Order for any reason, the Supplier shall no longer be obliged to provide any Services thereunder, notwithstanding that the applicable Service Minimum Period/s for Service/s provided thereunder may not have expired.

14.3 Upon the termination of this Agreement or a Service Schedule(s) or an Order (as applicable) for whatever reason:

14.3.1 Immediately following the Termination Date both Parties shall promptly:

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

14.3.1.2 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,

14.3.1.3 and, for the purposes of this clause 14.3, 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 14.3 shall be to deliver the same to the relevant Third Party Services Provider, contractor or agent;

14.3.2 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 Reseller to the Supplier (including any charges payable to Third Party Service Providers) shall become immediately due and payable;

14.3.3 the Supplier shall repay to the Reseller any Charges paid by the Reseller 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;

14.3.4 the Reseller shall not be permitted to submit any Orders, use any service management tools or access the Portal, and no Orders shall become effective from the date on which a notice of termination of this Agreement has been served by either party, unless otherwise agreed by both parties in writing; and

14.3.5 the Reseller shall immediately cease to, and shall not thereafter without the prior consent of the Supplier, identify itself in any manner as a reseller of the affected Services.

14.4 Upon the termination of this Agreement and/or a Service Schedule(s) and/or an Order under clause 13.4 or the Reseller shall relinquish all rights, benefits and obligations under this Agreement and as soon as reasonably practicable upon written request by the Supplier give to the Supplier details of the names and addresses of all of its Users (which for the avoidance of doubt shall only be those Users with a live Connection under this Agreement at the date of termination) together with the tariff payable by each such User and the contract as signed or otherwise entered into by each such User. The Supplier may write to Users in order to advise them of the names and addresses of other resellers of the Supplier or provide details of the Supplier itself as a reseller from which the Users may obtain the Services after termination or expiry of this Agreement or Service Schedule(s) or Order.

14.5 If the Supplier provides a written request to the Reseller to provide details relating to Users pursuant to clause 14.4 ("Notice"), the Reseller shall with effect from the relevant effective date on the Notice (a "Notice Date") (in each case as stated on the relevant Notice):

14.5.1 assign to the Supplier (or another entity nominated by the Supplier) all of its rights, title and benefits (to the extent that such rights, title and benefits are capable of assignment without the consent of any third party) under all or any (as the Supplier may require) contracts with its Users in relation to Services provided by the Supplier to the Reseller, together with all its rights, title to and benefits in any equipment, supplied by the Supplier to the Reseller, installed by or on behalf of the Reseller at the premises of such Users;

14.5.2 if any contract between a User and a Reseller contains a prohibition on assignment or requires the consent of any third party or the satisfaction of any requirement for its assignment, the Reseller shall obtain the relevant consent or shall satisfy any such requirement from and including the relevant Notice Date and shall at the Reseller's own expense enter into (and shall procure that any third party shall enter into) any assignment or similar agreements regarding that contract in terms required by the Supplier in order effectively to substitute the Supplier with effect from the relevant Notice Date in place of the Reseller as a party to that contract but not so as to impose on the Supplier any greater liability or obligation than would otherwise arise until the relevant contract is assigned to, novated in favour of or assumed by, the Supplier. From and including the relevant Notice Date, the Reseller shall:

14.5.2.1 continue in its corporate existence and shall hold the benefits of those contracts on trust for the Supplier absolutely;

14.5.2.2 account promptly to the Supplier for any consideration or other benefit received by the Reseller in relation to those contracts without any deduction or set-off;

14.5.2.3 perform those contracts in accordance with their terms and keep the Supplier informed about such performance;

14.5.3 enter into a novation to the Supplier of all or any (as the Supplier may require) contracts with its Users in such form as the Supplier may require and the Reseller shall ensure that the Users concerned similarly enter into that novation agreement;

14.5.4 permit the Supplier (which shall not imply any obligation upon the Supplier) to perform the obligations and exercise the rights of the Reseller under the relevant contracts as the Reseller's sub-contractor in respect of the period from and including the relevant Notice Date until the relevant contract is assigned to, novated in favour of or assumed by, the Supplier;

14.5.5 the Reseller shall give all such assistance to the Supplier as the Supplier requires to enable it to enjoy the benefit and assume the burden of that contract including providing the Supplier with such User data and reasonable assistance (which for the avoidance of doubt, shall include access to the billing systems or internal systems of the Reseller) as the Supplier may reasonably require in order to continue providing the Services to the Users and to assist in the migration of some or all of the Users to any one or more alternative reseller of the Supplier or to the Supplier in its capacity as a service provider and/or reseller. Such User data shall include such extracts from the Reseller's billing and administrations systems as are reasonably required for the Supplier to continue to provide the Services, to replicate the tariffs and rates provided to Users and/or provide transitional services to the Users;

14.5.6 provide the Supplier with such User data and reasonable assistance (which for the avoidance of doubt, shall include access to the billing systems or internal systems of the Reseller) as the Supplier may reasonably require in order to continue providing the Services to the Users. Such User data shall include such extracts from the Reseller's billing and administrations systems as are reasonably required for the Supplier to continue to provide the Services, to replicate the tariffs and rates provided to Users and/or provide transitional services to the Users.

15. CONFIDENTIALITY

15.1 Each Party undertakes:

15.1.1 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);

15.1.2 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

15.1.3 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.

15.2 The provisions of clause 15.1 shall not apply any Confidential Information to the extent that it is:

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

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

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

15.3 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.

15.4 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 15, and to take all such steps as shall be necessary to ensure compliance by its employees, agents and sub-contractors with this clause 15.

16. DATA PROTECTION

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

17. FORCE MAJEURE

17.1 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.

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

17.2.1 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;

17.2.2 subject to clause 17.3, the date for performance of such obligations shall be suspended for a period equal to the delay caused by the Force Majeure Event; and

17.2.3 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.

17.3 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 17.2.1, the non-affected Party shall then be entitled to terminate this Agreement on written notice to the other.

18. MODERN SLAVERY

18.1 Each Party undertakes, warrants and represents that:

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

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

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

18.1.1.3 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;

18.1.2 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;

18.1.3 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 18.1. Any notice under this clause 18.1.3 shall set out full details of the circumstances concerning the breach or potential breach of the relevant Party's obligations.

18.2 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.

19. BRIBERY AND CORRUPTION

19.1 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.

19.2 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.

20. DISPUTES

20.1 Any dispute or difference (a "**Dispute**") arising between the Reseller and the Supplier arising out of this Agreement shall be dealt with in accordance with this clause 20.

20.2 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.

20.3 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 Reseller shall jointly nominate. If the Supplier and the Reseller shall fail to nominate an Independent Third Party within ten (10) Business Days of the end of the escalation process in this clause20, then the Independent Third Party shall be nominated at the request of either the Supplier or the Reseller by the President for the time being of BCS, The Chartered Institute for IT or its successor or equivalent body.

20.4 The Parties shall use their reasonable endeavours to procure that the Independent Third Party shall reach a decision within thirty (30) Business Days of his nomination and shall provide all necessary co-operation and information to the Independent Third Party to achieve this.

20.5 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 Reseller.

20.6 Disputes of a non-technical nature that cannot be resolved by the Parties pursuant to clauses 20.1 to 20.5 shall be subject to clause 27.

21. WAIVER

21.1 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.

21.2 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.

21.3 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.

21.4 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.

22. TUPE

22.1 The parties do not envisage that the provisions of any of the Employment Regulations will apply to the Agreement and/or any order. However, the Reseller shall:

22.1.1 provide to the Supplier (and/or any member of the Supplier Group) any information which the Supplier (and/or any member of the Supplier Group) may reasonably require from time to time in relation to employees including the time they spend individually in the performance of this Agreement; and

22.1.2 indemnify, keep indemnified and hold harmless the Supplier and member of the Supplier's group of companies (and their respective successors and assigns) (who shall have no duty to mitigate their loss) in respect of any and all Losses (whether or not such Losses were foreseeable at the date of

entering this Agreement) incurred or suffered by or made against any of them and whether, wholly or in part, resulting directly or indirectly from, or connected in any way with the employment and/or termination of employment of any persons arising out of the application of the Employment Regulations in connection with the Agreement.

23. NOTICES

23.1 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
Reseller	[insert Resellers company name]

24. INVALIDITY AND SEVERABILITY

24.1 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:

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

24.1.2 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.

25. ENTIRE AGREEMENT

25.1 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.

25.2 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.

25.3 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.

25.4 Nothing within this clause 25 shall exclude liability for fraudulent misstatement.

26. ASSIGNMENT AND SUB-CONTRACTING

26.1 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 6.

26.2 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.

27. NO RESELLERSHIP, JOINT VENTURE OR AGENCY

27.1 Nothing in this Agreement shall create any Resellership 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.

28. EMPLOYEES AND NON-SOLICITATION

28.1 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.

28.2 In the event that either Party breaches clause 28.1, 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.

28.3 The Parties hereby agree that the formula specified in clause 28.2 is a reasonable estimation of the loss which would be incurred by a breach of this clause 288.

29. 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

30. COUNTERPARTS

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

31. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

31.1 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 [*insert name of director or other authorised signatory*] for and on behalf of the SUPPLIER	[*sign here*] Authorised Signatory
Signed by [*insert name of director or other authorised signatory*] for and on behalf of the RESELLER	[*sign here*] 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 Reseller 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 Reseller, if applicable), and any information supplied by the Reseller pursuant to clause 7
"Business Day"	a day other than Saturday or Sunday or a public or bank holiday in England
"Business Hours"	Between 9.00am and 5.30pm on Business Days
"Cancellation Charge"	the Charges levied against the Reseller for cancelling an Order prior to its Go-Live Date as set out in the applicable Service Schedule (including any supporting rate card relating to such Service Schedule)
"Charges"	the charges payable by the Reseller to the Supplier for the provision of the Services as set out in the Charges schedule or the Order whichever is applicable
"Commencement Date"	in respect of each Service set out in the Services Schedule or Order (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 Reseller
"Connection"	each single connection of a User to a Service
"Early Termination Charge"	the termination charge payable by the Reseller in the event that a Service is terminated after the Go-Live Date but prior to the end of the applicable Initial Term.

"Effective Date"	means the date of this Agreement
"Employment Regulations"	any laws in any country in the world implementing the provisions of EC Directives No. 77/187 dated 14 February 1977, 2001/23 dated 12 March 2001 or equivalent or similar regulations that protect the rights of employees on a transfer of a business or undertaking or any laws providing for the automatic transfer of employees on transfer of the whole or part of an undertaking, business or service provision change, including in the United Kingdom the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time
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, 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
"Go-Live Date"	the date when the Supplier notifies the Reseller or any User that a Service is ready for use by the Reseller or User, or if earlier the date when the Reseller or User starts to use the Service;
"Index Rate"	the Retail Prices Index published by the Office of National Statistics
"Initial Term"	Except where a different period is specified in the Charges schedule or Order (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
"Losses"	all losses, liabilities (including provision for contingent liabilities), fines, damages, costs and expenses including without limitation legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties
"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
"Network"	the voice and data communications network operated by the Supplier or any Third Party Services Provider
"Order"	an order form setting out the Reseller Equipment and/or Services being ordered under the terms of this Agreement that is submitted by the Reseller by either: (i) a paper order form; or (ii) the online portal; or (iii) such other means as may be stipulated by the Seller from time to time, and that is subsequently accepted by the Supplier
"Party"	the Supplier or the Reseller, who together shall be the "Parties"
"Portal"	any web hosted portal made available to the Reseller for the purposes of ordering, reselling, provisioning, managing and supporting or using any Service
"Representative"	the person nominated by each Party in accordance with clause 10.1
"Second Representative"	the second representative nominated by each Party in accordance with clause 10.2
"Services"	each of the wholesale communications services to be supplied to the Reseller as set out in the Service Schedule, or Order (whichever is applicable)
"Service Administration Password"	a unique password determined by the Reseller 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 Hub"	the Reseller portal established and maintained by the Supplier and accessible by the Reseller at https://portal.digitalspace.co.uk/login
"Service Levels"	the service levels for the relevant Service as set out in the applicable Service Schedule
"Service Schedule(s)"	A service schedule or set of service schedules that set out the scope of the relevant Services and the terms and conditions which are specific to each Service and which may be amended from time to time by the Supplier signed by duly authorised representatives of both parties which is entered into pursuant to the terms of this Agreement and which expressly incorporates the terms of this Agreement
"Service Term"	the Initial Term for the relevant Service and any further period following the end of the Initial Term for which the Agreement continues pursuant to clause 2

"Supplementary Terms"	the Supplementary Terms for Managed Services; Supplementary Terms for Managed Services (Telecoms); Supplementary Terms for Managed Services (Colocation); and Supplementary Terms for Equipment Purchase, as applicable
"Supplier Network"	the communications network operated by the Supplier and/or a Third Party Service Provider which is used to provide the applicable Services
"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"	a provider of Third Party Services
"Third Party Service Terms"	the terms and conditions of any Third Party Services Provider as notified to the Reseller via the Portal
"Third Representative"	the third representatives nominated by each Party in accordance with clause 10.2
"Trade Marks"	any trade marks which the Supplier may permit or procure permission for the Reseller by prior notice in writing to use in respect of the Service
"User"	(i) a person to whom the Services are resold by the Reseller and/or (ii) a person to whom the Services are subsequently resold; and/or (iii) a person who uses and/or accesses the Services
"WSP"	The Digital Space wholesale reseller service plan applicable to the Services (if any), as the same may be updated from time to time by the Supplier in its sole and absolute discretion

SCHEDULE 2: DATA PROTECTION

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

"**Data Protection Legislation**" shall mean the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), all as amended from time to time and any laws amending or replacing any of them from time to time, and any other applicable laws relating to the protection of personal data and the privacy of individuals;

"**Data Subject**", **"Data 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

"**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 available from the Supplier on request.

2. The Parties acknowledge that the Supplier is a Processor acting on behalf of the Reseller and that the Reseller is the Data Controller 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 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 under this Agreement;

2.4 the Reseller authorises the Supplier to use the Third-Party Service Providers as set out on the Third-Party Service Provider List;

2.5 the Reseller 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 Reseller authorises the Supplier to transfer Personal Data outside the European Economic Area.

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 Reseller 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 European Economic Area without the existence of an adequacy decision by the Commission or adequate safeguards in compliance with the GDPR;

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 Reseller and procuring by way of a written contract that such third party will, at all times during the engagement, be subject to Processing obligations equivalent to those set out in this Schedule. The Supplier shall remain liable to the Reseller for the performance of the Third-Party Services Provider's obligations;

3.6 notify the Reseller of any intended changes concerning the addition or replacement of Third Party Service Providers on the Third Party Service Provider List, such notification shall be by notifying the Reseller of a change to the Third Party Services Providers List ("**Change Notification**") and it shall be the responsibility of the Reseller to check that list for details of the change. If the Reseller 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 Reseller, 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 Reseller) and assist the Reseller by technical and organisational measures, insofar as possible, for the fulfilment of the Reseller'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 Reseller within 48 hours of becoming aware of a Data Breach in respect of Personal Data of which the Supplier is aware that it Processes on behalf of the Reseller;

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

3.11 on request by the Reseller and taking into account the nature of the Processing and the information available to the Supplier, assist Reseller in ensuring compliance with its obligations under the GDPR (where applicable) with respect to:

3.11.1 where relevant, notifying a 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 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 GDPR;

3.11.3 on reasonable written notice by the Reseller, 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 Reseller (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 Reseller 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 Reseller for its reasonable costs incurred in complying with any request made by the Reseller, a Data Subject or the Information Commissioner or any Court order in connection with the performance of the Supplier's obligations under this Schedule.