

1 DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the meanings ascribed to them when used in this Agreement (except where the context otherwise requires):

AGREEMENT	this Agreement and its Schedules
AGREEMENT DATE	the date of this Agreement, as mentioned above
CLIENT EQUIPMENT	the equipment placed by the Client in the Facility pursuant to this Agreement
COMMUNICATIONS EQUIPMENT	the communications equipment which (unless otherwise agreed by the parties) shall be supplied by telecommunication service suppliers and to which the Client Equipment is connected
SUPPLIER	The Supplier is Grid Hosting Limited or any of its websites The EmailShop.co.uk & servercolocation.uk referred to as GRID
CONTRACT PRICE	the contract price payments set out in the Second Schedule as amended from time to time pursuant to clause 3.7
CONTRACT YEAR	the period of twelve (12) months commencing on the Agreement Date and each anniversary of the Agreement Date or as per agreement in writing confirmed by both the parties.
COMMENCEMENT DATE & DURATION	The duration of this Agreement being the period of time commencing on the Commencement Date (the date which services start) and ending on the Termination Date
EXCESS CHARGES	the excess charges in respect of excessive power consumption and/or IP Transit as set out in the Second Schedule as amended from time to time pursuant to clause

FACILITY	the facility from which the Services are provided as identified in the First Schedule
MINIMUM DURATION	the minimum duration specified in the First Schedule
NEW SERVICES	Services in addition to the Services specified in Schedule 1, to be carried out by or on behalf of GRID pursuant to this Agreement, such services to be listed in a Purchase Order signed by both parties
PURCHASE ORDER	a purchase order signed by both parties in respect of the provision of New Services
RE-CONNECTION FEE	there-connection fees specified in the Second Schedule, as increased from time to time on written notice to the Client
RELATED COMPANY	anybody corporate which is that company's subsidiary or holding company or a subsidiary of that holding company. 'Subsidiary' and 'holding company' shall be interpreted in accordance with Section 736 and Section 736A of the Companies Act 1985
SERVICE CREDITS	the service credits set out in the Third Schedule
SERVICE LEVELS	the service levels set out in the Third Schedule
SERVICE	the service levels set out in the First Schedule
TERMINATION DATE	the date of termination of this Agreement by either party pursuant to the provisions of clauses 4.1 or 10.

- 1.2 The clause and Schedule headings used in this Agreement shall not affect the construction or interpretation of this Agreement. References to clauses and Schedules are to the clauses of and schedules to this Agreement. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.3 A reference in this Agreement to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to any party in this Agreement shall mean a party to this Agreement and shall include that party's personal representatives, successors or permitted assigns.
- 1.6 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time.
- 1.7 Any phrase in this Agreement introduced by the terms including, or in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 PERFORMANCE OF SERVICES

- 2.1 In consideration for the advance payment of the Contract Price to GRID, it will provide to the Client the Services (as listed in the First Schedule) for the Duration in accordance with, and subject to, the terms and conditions of this Agreement.
- 2.2 Subject to the terms of this Agreement, GRID shall supply the Services to the Service Levels.
- 2.3 Should the parties agree any Purchase Orders for New Services, GRID will provide to the Client the New Services (as listed in the relevant Purchase Order) for the remainder of the Duration in accordance with, and subject to, the terms and conditions of this Agreement and updated payment schedule.
- 2.4 Following delivery of the Client Equipment to the Facility, GRID shall provide the Services in respect of the Client Equipment in accordance with the terms of this Agreement.
- 2.5 When either party (and/or its employees, subcontractors or agents) is allowed access to the other party's premises or facility, that accessing party shall (and shall procure that its employees, subcontractors and agents shall) use all due care and shall obey at all times the lawful orders of any authorized representative of the other party and the requirements of all applicable rules and regulations of the other party in respect of such access.
- 2.6 An Agreement does not oblige the Supplier to provide any Internet connection, access or other Internet related services other than any bandwidth and related connectivity provided / committed. If the Client subsequently wishes to obtain these services from the Supplier, any agreement for these services made between the Supplier and the Client will be the subject of a separate agreement. Where a dedicated connection is provided via a specified carrier at the request of the Client that connection shall be subject to the terms and conditions applicable to the contract for the connection entered into between the carrier and the Supplier, a copy of which terms and conditions will be provided to the Client by the Supplier at the Client's request. The Client acknowledges that the connection and go live dates provided by the carrier are not contractually binding on the carrier and that the Supplier shall not be liable for any loss to the Client arising from any delays or failure in completion of the connection or go live dates etc.
- 2.7 As part of its security procedures GRID reserves the right to refuse any person access to the Facility and/or the Client Equipment. GRID will not be responsible or liable for any consequences (whether financial or otherwise) of any such refusal of access by GRID.

3 PAYMENT

- 3.1 The Client shall pay the Contract Price to GRID either annually or in monthly instalments, in advance of services. The Second Schedule shall state whether annual or monthly payments are applicable.
- 3.2 If the Second Schedule states that the Contract Price is paid annually in advance, the first Contract Price payment shall be paid to GRID on or before the Commencement Date and the remaining Contract Price payments due during the Duration shall be paid to GRID on each anniversary of the Commencement Date, as provided for in the Second Schedule.
- 3.3 If the Second Schedule states that the Contract Price is paid monthly in advance, the first monthly Contract Price payment shall be paid to GRID on or before the Commencement Date. Unless otherwise agreed by the parties, all further monthly Contract Price payments due during the Duration shall be paid to GRID either by monthly standing order on the day of the month specified in Schedule 2 or on receipt of invoice.
- 3.4 The Client shall promptly pay all Excess Charges that arise as specified in the Second Schedule.
- 3.5 If the Second Schedule does not specify the dates of payment of the Contract Price and/or the Excess Charges, the Client shall pay all sums due to GRID within thirty (30) days from and including the date of GRID's invoice.
- 3.6 All payments and fees stated or referred to in this Agreement are exclusive of value added tax and all other taxes and duties from time to time applicable which shall be added to the Contract Price at the rate in force at time of

invoice.

- 3.7 Grid shall be entitled to increase the Contract Price and/or the Excess Charges in any of the following circumstances:
- 3.7.1 on any increase in the scope of the Services;
 - 3.7.2 pro-rata in accordance with any increase in power costs incurred by Grid, such price increase to take effect after seven (7) days' notice;
 - 3.7.3 once per Contract Year following the expiry of the first Contract Year, such price increase to take effect after thirty (30) days' notice or will revert to normal regular rates.
- 3.8 Payment by cheque will not be deemed to constitute payment for the purposes of this Agreement until the cheque has been fully cleared by the Client's bank.
- 3.9 If the Client fails to make any payment due to GRID under this Agreement by the due date for payment, then (without limiting GRID's other rights and remedies under this Agreement) GRID may charge the Client interest on the overdue amount at the rate of five per cent (5%) per annum above base lending rate applicable from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after any judgment. The Client shall pay the interest immediately on demand by GRID.
- 3.10 Should an invoice not be fully paid in cleared funds by its due date, GRID shall, at its discretion, issue by e-mail and post to the Client an automated seven (7) day disconnection notice. Should GRID still not receive payment by close of business on the seventh (7th) day following the date of issue of such notice, GRID has the absolute right, in its sole discretion, to cease all supply of the Services and to disconnect the Client's IP Transit, ethernet services and/or power supply without further notice. In such circumstances, GRID shall only re-commence provision of the Services once it has received full payment from the Client in cleared funds of all outstanding debts and all interest accrued thereon plus the Re-connection Fee.
- 3.11 All amounts due from the Client under this Agreement shall be paid in full without any deduction or withholding other than as required by law. The Client hereby irrevocably waives any rights of credit, set-off or counterclaim against GRID which it may otherwise exercise in order to attempt to justify withholding payment of any such amount in whole or in part.
- 3.12 Without prejudice to any other rights and remedies GRID may have under the Agreement and at law (including any right of lien to which GRID may by law be entitled), should the Client fail to make payment of any amounts due to GRID within sixty (60) days of the date of invoice, GRID shall:
- 3.12.1 be entitled to restrict the Client from having access to the Client Equipment until full payment is made by the Client to GRID in cleared funds of all such amounts due; and/or
 - 3.12.2 in respect of such amounts due, have a lien on the Customer Equipment situated in the Facility and/or otherwise in GRID's possession and shall be entitled after ten (10) days notice to the Client to sell or otherwise dispose of such Client Equipment as GRID thinks fit (including sale by public auction) and to apply any proceeds of sale towards payment of such amounts due, the costs and expenses incurred in taking such action and all interest due to GRID in respect thereof. If, following such sale or other disposal, the proceeds fail to realize all such amounts due, GRID shall be entitled to recover the difference from the Customer.
- 3.13 The Contract Price is not refundable under any circumstances whatsoever, including termination of this Agreement for any reason and/or removal of the Client Equipment from the Facility by the Client.

4 TERM OF AGREEMENT

4.1 This Agreement shall commence on the Agreement Date with services commencing on the Commencement Date and, unless terminated earlier in accordance with clause 9, shall continue for the Minimum Duration. On expiry of the Minimum Duration the Agreement shall automatically renew for successive twelve (12) month periods unless and until a party gives no less than thirty (30) days written notice to the other party to terminate this Agreement, such thirty (30) days written notice to expire either at the end of the Minimum Duration or at the end of one of the twelve (12) month renewal periods.

5 CLIENT OBLIGATIONS, WARRANTIES AND LIABILITY

5.1 The Client warrants to the Supplier that the Client has not been induced to enter into an Agreement by any warranties or representations, except those specifically contained in the terms and conditions at the date of the Agreement as warranties. The Client waives any claim for breach of any other representation and for any misrepresentation, except in respect of any fraudulent misrepresentation.

5.2 Unless otherwise specified in the First Schedule the Client shall be responsible for all connections from the Client Equipment to the Communications Equipment.

5.3 The Client will indemnify the Supplier and keep the Supplier indemnified against all claims, costs, damages, losses, expenses and liabilities incurred by the Supplier in connection with any breach of any of their own obligations or data losses or leakage that might have occurred.

5.4 Whilst accessing the Facility and/or any other premises utilized by GRID, the Client shall procure that all its employees, agents and/or servants observe all instructions given by any person in authority and comply in all respects with such rules and regulations as are from time to time in force, including all health and safety requirements.

6 GRID OBLIGATIONS, WARRANTIES AND LIABILITY

6.1 GRID shall use its reasonable endeavors to keep the Client Equipment safe and secure during the Duration whilst it is located at the Facility. However, the Client stores the Client Equipment at the Facility at its own risk.

6.2 We will perform the services with reasonable skill and care. If the services are not provided in accordance with this warranty and the client notifies the supplier in writing of the non-compliance with the warranty within 30 days after performance. We will try to perform again the services so far as practically possible.

6.3 GRID shall not under any circumstances, save for its willful negligence, be liable for:

6.2.1 the loss or breakdown of and/or any damage to the Client Equipment;

6.2.2 the loss, misuse or unauthorized accessing of any software, information, data or other content stored on the Client Equipment.

6.4 The Client shall be entirely responsible for and shall reimburse and indemnify GRID and all affected parties in respect of any damage, accidental or otherwise caused by the Client, its employees, agents and representatives while on the Facility, including any damage to the Facility and/or the equipment stored thereon.

6.5 The Client shall not, and shall not attempt to, access, interfere with and/or otherwise use, any hardware, software, equipment, communications systems, information technology systems and/or data stored at the Facility and/or used by and/or otherwise in the possession or control of GRID unless authorized to do so under this Agreement.

6.6 The Client shall insure the Client Equipment in respect of all direct and indirect costs, losses, liabilities and damage suffered or incurred by the Client in respect of any damage to and/or breakdown and/or loss of the

Client Equipment howsoever arising Grid is not responsible.

- 6.7 The Client shall procure that at all times whilst stored at the Facility the Client Equipment is kept in good condition and repair. GRID reserves the right at the cost and risk of the Client to remove from the Facility and to store at alternative premises any Client Equipment which GRID reasonably considers is not in suitable condition or repair and/or is likely to be a fire hazard.
- 6.8 The Client shall ensure that its use of the Services shall not cause the reputation of GRID and/or its Related Companies to be brought into disrepute.
- 6.9 The Client shall co-operate with GRID in respect of and comply with GRID's security arrangements for the Facility, the Client Equipment and all other equipment in the possession or control of GRID.
- 6.10 The Client shall indemnify GRID against all losses, damages, costs (including management and similar costs), expenses and all other expenditure or loss of opportunity or revenue whatsoever incurred or suffered by GRID as a result of the Client's or its agents, employees or sub-contractors breach of any of the Client's obligations in this Agreement.
- 6.11 In case client dispatches the equipment via any courier service to the data center, Grid is not responsible for any damage of any sort for the equipment if it may occur during the transit or installation of the equipment.

7 CONFIDENTIALITY

- 7.1 Each party shall keep confidential all information (whether in writing or any other form) which has been disclosed to it pursuant to this Agreement by or on behalf of the other party in confidence or which by its nature ought to be regarded as confidential. Each party shall use all reasonable efforts to ensure that its officers, employees and representatives keep the information confidential. The Client acknowledges and agrees that, save due to GRID's willful negligence, GRID is not responsible for any misuse of confidential information stored on the Client Equipment.
- 7.2 The Client agrees that the terms of this Agreement and the identity of other customers of GRID are the confidential information of GRID and the Client shall not disclose the same to any third party unless or until the Client has obtained the prior written authorization of GRID.
- 7.3 Clause 7.1 does not apply to information:
- 7.3.1 which after the Agreement Date is published or becomes otherwise generally available to the public (except as a result of a breach of any provision of this Agreement by the other party);
 - 7.3.2 made available to the recipient party by a third party who is entitled to divulge the information without any obligation of confidentiality;
 - 7.3.3 which has been independently developed by the recipient party;
 - 7.3.4 which the recipient party can prove was already known to it before its receipt from the disclosing party;
 - 6.3.5 to the extent required to be disclosed by any applicable law or by any recognized stock exchange or governmental or other regulatory or supervisory body or authority of competent jurisdiction.

8 WARRANTIES

- 8.1 Each party warrants that it has all authority to enter into this Agreement.
- 8.2 GRID warrants that it will carry out the Services with reasonable care and skill.
- 8.3 The Client warrants that:
- 8.3.1 it owns the Client Equipment and/or the Client Equipment is lawfully in its possession;
 - 8.3.2 it shall at all times maintain the Client Equipment in good condition and state of repair;

8.3.3 the Client Equipment shall not cause a fire hazard in the Facility.

8.4 Both parties agree that the warranties set out in this clause 8 are in lieu of and exclude to the fullest extent permitted by law all other terms, conditions or warranties implied by statute, law or otherwise in respect of the supply of the Services (including as to the merchantability, satisfactory quality of and/or fitness for any particular purpose of the Services).

9 LIMITATION OF LIABILITY

9.1 The following provisions set out GRID's entire liability (including any liability for the acts and omissions of its employees, agents and/or subcontractors) to the Client in respect of any breach of GRID's obligations arising under this Agreement and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

9.2 Nothing in this Agreement shall purport to exclude or restrict GRID's liability for death or personal injury resulting from GRID negligence or for fraudulent misrepresentation.

9.3 Should GRID be in breach of its obligations in respect of the supply of the Services, GRID shall be entitled (at its absolute discretion) either to:

9.3.1 Take such repeat or remedial steps as GRID considers reasonably necessary at its own expense to ensure that the Services are carried out (save as to time of performance) in accordance with the terms of the Agreement; or

9.3.2 Where the breach of its obligations is a breach of a Service Level, make payment of the applicable Service Credit in respect of such breach as provided for in the Third Schedule,

which shall, in either event, be the Client's sole remedy in respect of such non-performance.

9.4 Subject and without prejudice to the terms of this clause 9, GRID's total aggregate liability to the Client in a Contract Year in respect of all:

9.4.1 all loss of and/or damage to Client Equipment shall in no event exceed £5,000; and

9.4.2 claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement other than in respect of loss of and/or damage to Client Equipment, shall in no event exceed the Contract Price paid by the Client to GRID in that Contract Year in respect of the provision of Services during that Contract Year.

9.5 The Client will in no circumstances make any claim against any member, employee or agent of GRID in respect of anything done or omitted to be done in respect of or in relation to any Services.

9.6 Neither party shall be liable to the other party for:

9.6.1 any indirect, special or consequential loss or damage; and/or

9.6.2 any loss of profits (whether direct or indirect), business opportunities or revenue.

9.7 GRID shall not be liable to the Client in respect of any losses, liabilities, damages, costs (including legal fees) or expenses suffered or incurred by the Client, its Related Companies and/or any other person due to the following save where the same occurs due to the willful negligence of GRID:

9.7.1 any loss or breakdown of, or damage to, the Client Equipment;

9.7.2 any the loss, misuse or unauthorized accessing of any software, information, data or other content stored

on the Client Equipment;

9.7.3 the installation and/or use of the Communications Equipment in connection with the Client Equipment, save where such installation and/or use is supplied by GRID as part of the Services, in which circumstances such supply shall be governed by the terms of this Agreement;

9.7.4 GRID's compliance with the directions of a court of competent jurisdiction.

9.8 Employees or agents of GRID are not authorized to make any representations concerning the Services unless confirmed by GRID in writing. In entering into the Agreement the Client acknowledges that it does not rely on and waives any claim for breach of, any such representations which are not so confirmed.

9.9 Nothing in this Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.

10 TERMINATION

10.1 Without prejudice to any rights that have accrued under this Agreement or any of its other rights or remedies, either party may terminate this Agreement with immediate effect without liability to the other arising from such termination by giving written notice to the other party if:

10.1.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or

10.1.2 subject to clause 9.3, the other party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so or, if the defaulting party is GRID, fails to pay the appropriate Service Credit in respect thereof; or

10.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

10.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party); or

10.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party); or

10.1.6 an application is made to court, or an order is made, for the appointment of an administrator in respect of the other party or if a notice of intention to appoint an administrator in respect of the other party is given or if an administrator is appointed over the other party; or

10.1.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

10.1.8 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 10.1.3 to 10.1.7 (inclusive); or

10.1.9 the other party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10.2 Termination of this Agreement shall not affect any rights, remedies or obligations of the parties that have accrued or become due prior to termination.

10.3 Without prejudice to its rights under this clause 10, GRID may suspend the whole or any Services if any of the events referred to in clauses 10.1.1 to 10.1.9 inclusive occur in respect of the Client.

10.4 On termination of this Agreement for whatsoever reason:

10.4.1 GRID shall be entitled to cease immediately the provision of the Services;

10.4.2 GRID shall be entitled to serve notice on the Client to remove the Client Equipment from the Facility during such times as are specified by GRID and shall grant the authorized representatives of the Client access to remove the Client Equipment at such times. The Client shall use, or shall procure that its authorized representatives use, all due care in the removal of the Client Equipment from the Facility and shall make prompt payment to GRID in respect of all and any damage that is suffered to the Facility in the removal of the Client Equipment. Should the Client fail to remove the Client Equipment from the Facility during the times specified by GRID and/or within seven (7) days of notice to do so from GRID, GRID shall be entitled (in its sole discretion) to remove the Client Equipment from the Facility at the cost, expense and risk of the Client and move the Client Equipment to an alternative storage facility of GRID's choice;

10.4.3 The Client shall not be entitled to any refund of any of the Contract Price regardless of whether such Contract Price has been paid in advance.

10.5 Clauses 3.4, 4.9 to 4.13 inclusive, 6.2 to 6.6 inclusive, 6.11, 7, 9, 10, 12, 19 and 20 shall survive termination of this Agreement and continue in full force and effect.

11 SAFETY

11.1 No employee, officer, sub-contractor or agent of GRID shall be required to undertake Services which involve risk of personal injury or illness or to breach Health and Safety at Work Regulations and the Client shall take all reasonable care to ensure that where Services are required to be carried on outside GRID's premises the conditions of work are safe.

12 WAIVERS AND SEVERANCE

12.1 No omission or delay by GRID in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof of any other right power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by the law

12.2 If at any time one or more of the conditions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law the validity and enforceability of the remaining conditions hereof shall not in any way be affected or impaired thereby



13 ENTIRE AGREEMENT

13.1 This Agreement and the Schedules thereto and all Purchase Orders constitute the entire agreement between the parties in relation to the subject matter of the Agreement and shall supersede all previous communications, representations, agreements and/or understandings either oral or written between the parties with respect to its subject matter.

13.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. Each party agrees and undertakes to the other party that the only rights and remedies available to it arising out of or in connection with this Agreement and/or its subject-matter shall be for breach of contract.

13.3 Unless the parties agree otherwise, should there be any conflict between the provisions of this Agreement and any provision set out in any of the Schedules, the provisions of this Agreement shall prevail.

14 INTERPRETATION, CONSTRUCTION AND VARIATION

14.1 No agreement or understanding varying or amending this Agreement shall be binding upon either party unless set forth in a written instrument specifically referring to this Agreement and signed by a duly authorized officer of each of the parties.

14.2 An Agreement to which these Terms and conditions supersedes all prior agreements, arrangements, representations and undertakings between the Supplier and the Client in respect of its specific subject matter and constitutes the entire agreement between the parties. No change will be binding on the parties unless recorded in writing and signed by their respective authorized representatives.

14.3 The headings to the conditions in this document are for ease of reference only and do not affect its interpretation or construction.

14.4 These terms and conditions may be updated or changed by the Supplier from time to time by email notice to the Client which shall provide a link to the new version of the terms and conditions on the Supplier's website. If the variation of the T&Cs is as the result of a statutory or regulatory requirement ("a Legal Requirement"), the new version of the terms and conditions will take effect from the operative date of the Legal Requirement or the date of the notice by email if that is later than the operative date. All other variations will take effect at the start of the next renewal period.

15 STATUS OF PARTIES

15.1 This Agreement relates to the supply of services only. Nothing in this Agreement shall create or shall be construed to create any tenancy or lease between the parties hereto neither shall one of the parties be regarded as a tenant or lessee of the other. Nothing in this Agreement prevents or restricts or shall be construed as preventing or restricting in any way GRID's rights of access to the area housing the Client Equipment.

15.2 This Agreement does not create nor shall it be construed to create a partnership or agency between the parties.

15.3 Unless otherwise agreed by the parties in writing, a person who is not a party to this Agreement shall have no right to enforce any term under the Agreement, whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.

16 ASSIGNMENT

16.1 The benefits and obligations of the Client under this Agreement are personal to the Client and, subject to clause 16.2, the Client will not assign, charge, delegate, sub-license or transfer all or any part of the Client's benefits or obligations under this Agreement without the prior written consent of GRID.

16.2 The Client shall be entitled to assign, charge, delegate, sub-license and/or transfer all or any part of the benefits and obligations under this Agreement to a Related Company provided that it gives prior written notice of the same to GRID.

16.3 GRID shall at all times be entitled to assign, charge, delegate, sub-license, sub-contract and/ or transfer all or any

of its obligations and/or benefits under the Agreement to third parties of its choice.

17 FORCE MAJEURE

17.1 Neither party shall be liable to the other party or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of its obligations in relation to the Services if such failure or delay was beyond that party's reasonable control (being a "Force Majeure Event"). Without prejudice to the generality of the foregoing the following shall be regarded as Force Majeure Events:

17.1.1 act of God, explosion, flood, tempest, fire, or accident;

17.1.2 war or threat of war, sabotage, insurrection, civil disturbances or requisition

17.1.3 statute, acts, requisitions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental parliamentary or local authority

17.1.4 strikes or other industrial actions or trade disputes (whether involving employees of either the Client or GRID or of a third party).

17.2 If at any time GRID claims a Force Majeure Event in respect of its obligations under this Agreement with regard to the provision of the Services or any of them, Grid shall be entitled to obtain from any other person the provision of such Services as Grid is unable to provide.

17.3 GRID shall not be liable for any interruption, disruption or unavailability in the provision of the Services caused by the acts or omissions of a third party.

18 NOTICES

18.1 All notices to be given under this Agreement must be in writing and shall specifically refer to this Agreement and shall be sufficiently given if delivered by hand or by sending the same postage prepaid by recorded first class post and addressed to the last known registered address or principal place of business of the addressee and marked for the attention of the Company Secretary. If delivered personally the notice shall be deemed to be given upon delivery and if posted shall be deemed to be given two days after posting.

18.2 In the event that the registered office address of the Client is not in England then an address for service of notices in England must be provided on or before the Agreement Date.

19 DISPUTE RESOLUTION

- 19.1 In the event of any dispute or difference between the parties arising out of this Agreement, the parties shall use their reasonable endeavours to resolve the dispute or difference by means of this dispute resolution procedure. On a dispute or difference arising, the parties shall procure that those persons listed in the First Schedule, Part C as "Dispute Escalation 1" shall each use their reasonable endeavours to seek a resolution to such dispute. Should such persons be unable to resolve any dispute with twenty (20) days of a dispute being referred to them, each party shall immediately escalate the matter to those persons listed in the First Schedule, Part C as "Dispute Escalation 2" and shall procure that such persons use their reasonable endeavours to resolve the dispute within twenty (20) days of it being referred to them. If such persons cannot resolve the dispute in accordance with the provisions of this clause 18.1 within twenty (20) days of the dispute being referred to them, then any continuing dispute or difference between the parties may be referred by either party for resolution by mediation in accordance with the remaining provisions of this clause 19 using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 19.2 To initiate the mediation, a party shall give notice in writing (ADR Request) to the other party requesting a mediation and shall send a copy of the notice to CEDR Solve. The parties shall agree on a mediator or, in default of such agreement within twenty days of receipt of the ADR Request, the mediator shall be appointed by CEDR. The mediation shall be heard in Derby and shall commence within thirty (30) days of the ADR Request, or such other period of time as the parties reasonably agree. The parties shall submit to the supervision of the mediation by the agreed mediator or CEDR for the exchange of relevant information and for setting the date for negotiations to begin.
- 19.3 Unless otherwise agreed, recourse to mediation under this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly, all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings.
- 19.4 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorized representative of each of the parties, shall remain binding on the parties. The parties shall bear their own costs of this Dispute Resolution Procedure.

20 GOVERNING LAW

- 20.1 The Agreement shall be construed in accordance with the laws of England regardless of place of execution or place of performance and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

The Following Schedules form part of this document

1. Acceptable use policy
2. Services, Facility & Duration & contract price – First Schedule & second schedule or agreed quotation in writing.
3. Service level agreement & Compensation schedule – Schedule 3
4. Data Protection – Schedule 4