

vCentrix Master Services Agreement

This Master Services Agreement ("MSA") is between vCentrix Ltd ("vCentrix") at Sparkhouse, Rope Walk, Lincoln, LN6 7DQ, UK Company Number 09175658 and the Customer ("Client"). This MSA is effective from the date ("Effective Date") as specified within the invoice ("Invoice") and/or statement of work ("Statement of Work") for the services provided ("Services"). This MSA governs the provision of the Services described in each Invoice or Statement of Work entered into herein.

The parties agree as follows:

1. Definitions

Cloud Services	Services which are hosted within a remote datacentre and managed by vCentrix, which the Client consumes for an agreed duration at an agreed rate.
Consultancy	Services which are provided either on-site or off-site within a Client's own infrastructure by vCentrix consultants.
Services	Any Service vCentrix provides including Consultancy and Cloud Services.
Business Day	A Business Day is Monday to Friday excluding public holidays.

2. Applicability of the Master Services Agreement

2.1. This Master Services Agreement applies to all Services that vCentrix supply to the Client.

2.2. This includes any and all past, present and future Services, unless otherwise agreed.

2.3. In respect to each individual Service that vCentrix agrees to supply to the Client set out in the Invoice, a relevant set of Service Terms and Conditions and/or additional terms within the Statement of Work may also apply.

2.4. To the extent that there is any inconsistency between an Invoice, the Statement of Work, any specific Service Terms and Conditions and this MSA the order of precedence as to their interpretation shall be:

2.4.1. the Invoice;

2.4.2. the Statement of Work;

2.4.3. any relevant Service Terms and Conditions;

2.4.4. the Data Privacy Policy;

2.4.5. this Master Service Agreement.

3. Access to the MSA

3.1. The current MSA will always be available from www.vcentrix.co.uk/terms.

4. Changes to the MSA

4.1. vCentrix may change the MSA at any time.

4.2. We will notify the Client if we change the MSA during a Term whilst the Client is using Services from vCentrix in writing via email or delivered by post to the address the Client has provided vCentrix.

4.3. Where we change the MSA and notify the Client. The Client's continued use of the Services signifies the acceptance of the updated MSA.

5. Term and Duration

5.1. Effective Date

5.1.1. For Cloud Services this MSA shall take effect in respect to the Invoice date for all services provided by vCentrix.

5.1.2. For Consultancy Services this MSA shall take effect in respect to the start date of any consultancy services agreed with the Client within the Statement of Work.

5.1.3. For Hardware and Software orders this MSA shall take effect in respect to the Invoice date, which will be the day of the order being confirmed between vCentrix and the Client.

5.2. Term

5.2.1. This MSA shall apply for the duration ("Term") of the Services provided as stipulated on the Invoice or Statement of Work.

5.2.2. This MSA shall remain in force until expiry of the Term unless terminated earlier in accordance with this MSA.

5.3. Renewal

5.3.1. In respect to Cloud Services the MSA shall be automatically renewed for an additional Term as agreed with the Client within the prior Invoice, unless either Party provides notice in writing to the other Party at least 15 days prior to the expiry date, stating that it does not wish to renew this MSA in respect of such Services.

5.3.2. In respect to Consultancy Services this MSA shall not renew and as such will automatically expire once the Consultancy as agreed within the Statement of Work has been completed and payment for the Invoice has been confirmed as received by vCentrix.

5.3.3. In respect to Hardware and Software orders this MSA shall not renew and as such will automatically expire once the Hardware and Software is delivered and confirmed as satisfactory by the Client and payment for the Invoice has been confirmed as received by vCentrix.

6. Acceptable Use Policy

6.1. The Client must comply with this Acceptable Use Policy ("AUP") at all times during the Term.

6.2. vCentrix may change the AUP from time to time and vCentrix will give the Client no less than 14 days notice of such change and thereafter the Client must comply with the AUP as changed. vCentrix will not make changes to the AUP that are unreasonable or that undermine the purpose of this MSA.

6.3. The Client agrees not to;

6.3.1. Gain or attempt to gain unauthorized access to servers or services. Such attempts include but are not limited to: "Internet phishing scams" (tricking other people into releasing their passwords or other confidential information or data), password robbery, security hole scanning, port scanning, probing, monitoring or testing for system or network vulnerabilities.

6.3.2. Introduce viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, packet bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

6.3.3. Intentionally omit, delete, forge or misrepresenting transmission information, including headers, return addressing information and IP addresses.

6.3.4. Use the Services to store or transfer any illegal data.

6.4. The Client agrees;

6.4.1. If a restore of more than 1TB of data within a 1 month period is required, they will contact vCentrix support before performing the restore. In doing so vCentrix can ensure the restore will not be impeded by any security processes which may detect and stop any abnormal trends or result in any excessive bandwidth charges.

7. Credentials and Permissions

7.1. vCentrix may issue the Client with username and password (Credentials) for use in connection with the Services. The Client should only provide these to authorised employees of the Client.

- 7.2.** The Client will not provide the Credentials for the Services supplied by vCentrix to any third parties.
- 7.3.** vCentrix may assume that all use of the Credentials is by the Client or authorised by the Client. vCentrix shall have no liability to the Client for any unauthorised use of the Credentials.
- 7.4.** vCentrix may decline to provide certain aspects of the Services if the Client has not provided the correct Credentials to vCentrix on request.
- 7.5.** the Client must notify vCentrix immediately if the Client believes that the Credentials have been compromised. Promptly upon notice vCentrix shall:
- 7.5.1.** remove permissions from the compromised Credentials;
 - 7.5.2.** issue the Client with a new set of Credentials.

8. Quotations

- 8.1.** Quotes remain valid for a period of 60 days or otherwise stated on the Quote, save for major changes in exchange rates or unless otherwise specified in writing by vCentrix. All actions, tasks, days of consultancy of services, weights, illustrations, dimensions, descriptions, drawings, sketches and other documents given in or referred to in quotations and/or performance figures given in quotations are approximate only and vCentrix may vary any of the same at any time. No warranty or representation which is not confirmed in writing by the Company will be binding.

9. Fees

- 9.1.** The Fees for each of the Services shall be as set out within the Quote and/or Invoice.
- 9.2.** Any Fees that are indicated as Set Up Costs may be Invoiced by vCentrix any time after entering into this MSA.
- 9.3.** Any Fees that are indicated as Hardware and Software will be Invoiced by vCentrix before any item is provided to the Client.
- 9.4.** Any Hardware or Software which has not been fully paid for by the Client remains the property and ownership of vCentrix and vCentrix may enter the Client premises at any time for the purpose of recovering the Hardware and Software that remains the ownership of vCentrix.
- 9.5.** Any Fees that are indicated as recurring shall be Invoiced in advance at the frequency shown on the Invoice.
- 9.6.** All Fees are required to have VAT charged at the current rate.
- 9.7.** All Quotes and Invoices include VAT and clearly state the VAT amount.
- 9.8.** If a Fee is advertised by vCentrix or third party marketing material on a website, brochure or otherwise without VAT included, VAT will be added to the Quote or Invoice provided to the Client with the VAT clearly stated for VAT reclaim.

10. Right to Change the Fees

- 10.1.** vCentrix reserves the right to amend Fees with effect from the expiry of the initial Term.
- 10.2.** vCentrix will give the Client at least 60 days' notice of any increase in Fees for the Services.
- 10.3.** In certain cases an increase in Fees may permit the Client to terminate the affected Service pursuant to Clause 28.3.

11. Payment

- 11.1.** The Client must pay vCentrix's Fees within 30 days of the date of Invoice for all Services.
- 11.2.** In some circumstances vCentrix may require payment in advance of providing the Services (for example, and without limitation, hardware purchases, software, licenses and/or an inadequate credit check on Client). vCentrix will notify the Client if vCentrix has such a requirement.
- 11.3.** If the Client disputes any item on any of vCentrix's Services in good faith, the Client must notify vCentrix within 7 days of the date of the relevant Service and must still pay any undisputed amount within the time permitted in clause 8.1. If the Client does not notify vCentrix within this time the Client must pay the full amount of the Service within the time permitted clause 8.1, but the Client may still query the Service with vCentrix and in the event of a discrepancy, vCentrix will correct the error on the next Service (or if the Agreement has expired or terminated in the interim, issue a credit note or closing Service (depending on whether the error constituted an over-charge or an under-charge).
- 11.4.** The Client may not off-set any amounts that vCentrix may owe the Client (under this or any other Agreement) against any of vCentrix's Services unless vCentrix has given the Client written permission to do so.
- 11.5.** If the Client is late in paying any of vCentrix's Services, vCentrix may charge the Client (and the Client must pay) interest on such late payment at a rate of 10% (ten per cent) per annum, such interest to be calculated and compounded daily from the date that such payment should have been made to the date that it is actually made.

12. Indemnity

- 12.1.** The Client indemnifies and shall hold vCentrix and vCentrix's employees and directors (together the "Indemnified Persons") harmless against all loss, costs, expenses, damages and liabilities suffered as a result of a claim against the Indemnified Persons (or any of them) brought or threatened to be brought in a court or tribunal of competent jurisdiction that arises directly or indirectly from a breach by the Client of this MSA.

13. Disclaimer

13.1. vCentrix may make certain warranties and representations in any relevant Special Terms and Conditions. With the limited exception of any such warranties and representations, in entering into this MSA, the Client acknowledges and agrees that the Client has not relied on any other warranty or representation, and vCentrix expressly disclaims all such warranties and representations including, without limitation, but to the maximum extent permitted by applicable law, any warranty relating to fitness for any particular purposes and merchantable quality.

14. Consultancy Services

14.1. For Consultancy Services vCentrix will make available a consultant to the Client with the appropriate skills and experience to perform the consultancy as outlined in the Statement of Work.

14.2. The Client will confirm the Statement of Work prior to the Consultant attending the Clients site. Any discrepancies or changes identified may require changes to the Statement of Work and a Quote amending incurring additional Fee for additional Consultant time and/or changes to documents.

14.3. The Client may request to amend the start date of the Consultancy, provided that vCentrix and the Client can agree an appropriate date to reschedule the Consultancy services. In such case the following charges apply if the original commencement date of the Consultancy services is due to start in;

14.3.1. less than 14 days, the cost of any charges for amending travel arrangements and accommodation such as trains, flights and hotels must be paid by the Client.

14.3.2. equal to or greater than 14 days, the cost of any charges for amending travel arrangements and accommodation such as trains, flights and hotels will be covered by vCentrix with exception of flights which will require the Client to pay for any charges.

14.4. The Client may cancel the Consultancy prior to the Consultancy start date but not during the Consultancy, given the following notices periods and charges;

14.4.1. less than 7 days, 50% of the Consultancy Fees in addition to the cost of cancelling any travel arrangements and accommodation such as trains, flights and hotels must be paid by the Client within 30 days.

14.4.2. less than 14 days, the cost of any charges for amending travel arrangements and accommodation such as trains, flights and hotels must be paid by the Client within 30 days.

14.4.3. equal to or greater than 14 days, the cost of any charges for amending travel arrangements and accommodation such as trains, flights and hotels will be covered by vCentrix with exception of flights which will require the Client to pay for any charges within 30 days.

15. Intellectual Property Rights

- 15.1.** For the avoidance of doubt, nothing in this MSA shall act so as to transfer the intellectual property rights or any other proprietary right from one Party to the other.
- 15.2.** Ownership of any documents, including but not limited to documentation, designs, images, diagrams and specifications produced by vCentrix for the Client as part of the Services (and the intellectual property rights therein) shall remain vCentrix's unless otherwise agreed in writing.

16. Publicity

- 16.1.** The Client agrees that at all times during the currency of this MSA vCentrix may identify the Client in vCentrix's marketing material and on vCentrix's websites as a client. vCentrix may use the Client's corporate name, trading name and/or logo to identify the Client. vCentrix agrees that the Client may withdraw this consent at any time in writing to us.

17. Data Protection

- 17.1.** Each of the parties shall comply with its respective obligations under the Data Protection Act 1998 (the "Act"), all relevant Data Protection Legislation and any applicable codes of practice. "Personal Data", "Data Controller" and "Data Processor" shall have the meanings set out in the Act.
- 17.2.** To the extent that the Services involve the processing of any Personal Data within the meaning of the Act, vCentrix and the Client agree and acknowledge that:
- 17.2.1.** vCentrix shall be acting as a Data Processor only, for and on behalf of the Client's customer who remains the Data Controller; and
- 17.2.2.** Personal Data will not be transferred or stored outside the EEA or the country where the Client and the End Users are located in order to carry out the Services and vCentrix's other obligations under this agreement.
- 17.3.** vCentrix shall:
- 17.3.1.** process such Personal Data only in accordance with this Agreement, the Client's written instructions and having regard to the provisions of the Act, or as is required by law or any relevant regulatory body;
- 17.3.2.** implement technical and organisational measures against unauthorised or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data that are appropriate having regard to the state of technological development, the cost of implementing such measures, the nature of the Personal Data and the harm that might result from unauthorised or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data;
- 17.3.3.** at all times take reasonable steps to ensure the reliability of those of its employees who have access to the Personal Data held on behalf of the Client and shall use its best endeavours to ensure their compliance with the obligations set out in this clause 16;

17.3.4. notify the Client in the event that it receives a request or notice from the Data Subject exercising his / her rights under the Act and comply with the Client's instructions with respect to that request or notice;

17.3.5. not disclose the Personal Data to a third party to process on its behalf unless and until it has entered into a written agreement with such third party containing provisions equivalent to this clause.

17.3.6. All End User Data shall be the property of the Client or the Client's customers. Nothing in this MSA is intended to transfer any aspect of ownership of the Clients data to vCentrix.

18. Data Retention

18.1. Once the Client cancels a Service, and Client data pertaining to that Service shall not be retrievable at this point by the Client in any shape or form.

18.2. We may retain Meta Data pertaining to the Client account and usage for a period compliant with the Data Protection Act.

18.3. The Client should delete any and all of their Client data from any of vCentrix Services before they cancel the service to ensure the Client understand their data which is effected by the Services being cancelled.

18.4. vCentrix will erase the Client data from its systems immediately and no later than 7 days from the date of service cancellation or expiry.

19. Data Access

19.1. We will not attempt to gain access to the Client data without express written consent of the Client

19.2. We do not use Client data in order to generate revenue.

19.3. If we are approached by law enforcement agencies, it is our policy to provide the requested information upon receipt of a valid governmental or federal legal request.

19.4. We do not provide access to Client data to third parties other than law enforcement agencies as set out above.

20. Data Sovereignty

20.1. We store all Client data including that of the vCentrix Cloud Backup Service within the United Kingdom.

- 20.2.** We may offer Services that store data outside of the United Kingdom's lawful jurisdiction in future. Where this is the case, we will identify that the Client data may be stored outside of the United Kingdom.
- 20.3.** We cannot guarantee that network usage information and related metadata is not stored by upstream network communication providers and ISPs in non-United Kingdom locations, however all Client data transferred as part of the Services are encrypted in-transit.

21. Data Backup

- 21.1.** vCentrix will be responsible for the backup of vCentrix's own Services platform and data.
- 21.2.** If a Client uses a vCentrix Cloud Backup Service for backing up the Clients data off-site, vCentrix will not perform a secondary backup unless the Client pays a Fee to copy their cloud backup to a secondary datacentre location.
- 21.3.** The Client is solely responsible for backup of Client data and for implementation of an appropriate retention strategy.
- 21.4.** Where the Client subscribes to a vCentrix Cloud Backup Service, the Client is responsible for setting up, maintaining, monitoring and testing backups.

22. Data Import and Export

- 22.1.** Client data may be imported or exported from the vCentrix Cloud Backup Service any time by the Client using the appropriate client side application and Credentials they have been supplied by vCentrix for the use of Veeam Cloud Connect.
- 22.2.** vCentrix allows Clients to import or seed Client data into vCentrix's Cloud Backup Service via means of a USB 2.0 compatible disk with no Fee at the start of the Service or if the Service is renewed and/or an additional Service requires the Client to seed additional data.
- 22.3.** If the Client wishes to Import or Seed Data they must raise a Data Seed Request within a Support Ticket for vCentrix to approve the request. vCentrix will then provide specific media requirements and shipping details to the Client.
- 22.4.** The Client is responsible for covering the cost of shipping and ensuring any media they send to vCentrix for Seeding Data is packaged sufficiently and sent with a tracked courier.
- 22.5.** If the Client is unable to retrieve and/or export this data using the vCentrix supplied means (i.e. Veeam Cloud Connect) and the Client requests manual intervention by vCentrix, the Client will be charged for the export and shipping of this data at a Fee of £250 and a lead time of 10 Business Days will apply. While vCentrix will endeavour to complete this sooner, however it should not be relied upon if the Client does not have a means to restore via Veeam Cloud Connect.
- 22.6.** vCentrix is not liable for any equipment or data lost during transit whilst in the possession of third party delivery companies.

23. Data Security

- 23.1.** If we discover that Client data has been lost or compromised, we will notify the Client as soon as practicable by email, telephone or our website, unless that notification would compromise a criminal investigation.
- 23.2.** When we are in possession of evidence of criminal activity associated with a security incident (such as evidence of hacker activity) we will notify appropriate law enforcement agencies.
- 23.3.** All Client data is encrypted in-transit both on vCentrix Websites and Services that vCentrix provide, including Veeam Cloud Connect.
- 23.4.** All Client data is encrypted at rest on the hardware in case of theft of the equipment from the datacentre.
- 23.5.** The Client is responsible for ensuring any Client data backup files stored on vCentrix systems using Veeam Cloud Connect is encrypted or not at their discretion.
- 23.6.** If the Client chooses to encrypt their Veeam Cloud Connect backup files with an encryption password, only the Client will know the password and are duly responsible for storing this in a safe place in the event it is required for recovery of Client data

24. Support

- 24.1.** For vCentrix Cloud Services such as Veeam Cloud Connect Backup, support for the Cloud Connect component of Veeam products is provided inclusive of the vCentrix's Veeam Cloud Connect Service.
- 24.2.** vCentrix agree to support the Clients Veeam Cloud Connect service on the basis the Client has an active support subscription for their Veeam products.
- 24.3.** vCentrix does not provide support for another other direct or indirect products or components that the Veeam Cloud Connect service or otherwise on the Client site relies upon function. Such components are but not limited to; the hypervisor, networking, storage, internet connection, firewall, physical hardware or Client applications.
- 24.4.** vCentrix does not provide support to Clients for Consultancy Services delivered.
- 24.5.** vCentrix may offer additional support on a consultative basis to the Client where vCentrix consultant availability allows and the Client agrees to a Quote outlining the Fees.
- 24.6.** Requests for support must be created as a ticket in the vCentrix Support Portal by an authorised employee of the Client, with full details of the issue and where applicable the appropriate Client side log files uploaded.
- 24.7.** vCentrix will respond to requests for support in relation to Cloud Services within 8 hours.

24.8. vCentrix support availability is 0800 to 1800 GMT Monday to Friday excluding public holidays. Support outside of these times is provided on a best endeavours basis and at the discretion of vCentrix.

25. Exclusions and Limitations of Liability

25.1. Neither Party limits or excludes its liability hereunder for any loss:

25.1.1. resulting from death or personal injury caused by its negligence or that of any of its agents or subcontractors;

25.1.2. resulting from any statement or other representation made fraudulently.

25.2. vCentrix's liability hereunder shall be limited solely to direct loss or damages caused directly by its gross negligence or wilful misconduct. In no case shall vCentrix be deemed or held liable, in law, equity or otherwise, for any special, incidental, indirect or consequential loss or damages, including, without limitation, any loss or damages arising from lost customers, lost orders, lost profits, or lost revenues.

25.3. Neither Party shall be liable, nor responsible, for any third party technology, product, service, declaration, act or omission, or any other condition that is directly or indirectly referable to a third party.

25.4. For any Service in respect of which vCentrix has agreed to offer the Client Service Credits, vCentrix's sole liability to the Client, and the Client's sole remedy under this Agreement, for failure to comply with the relevant Service Levels shall be the payment by vCentrix of the relevant Service Credits.

25.5. vCentrix shall not be liable to the Client for any reason, for any loss of data.

25.6. Subject to sub-clauses 26.1 to 26.5 inclusive, each Party's aggregate liability to the other in respect of all matters connected to this MSA and under any head of law (including, without limitation, the tort of negligence) shall be limited to the greater of (i) £1,000; and (ii) the aggregate of the Fees paid over the period of up to 3 months immediately preceding the relevant breach, for the relevant Service in respect of which the breach occurred even if the Party was aware or ought reasonably to be aware of the likelihood of such liability.

25.7. In no event may the Client bring any claim against vCentrix more than 3 months after the Client knew of (or ought to have reasonably discovered) the event(s) giving rise to the potential liability.

26. Confidentiality

26.1. All information of a confidential nature ("Confidential Information") given by either Party to the other or otherwise obtained shall be treated by the other Party, its employees and subcontractors as confidential and shall not be used other than for the benefit of the disclosing Party or the furtherance of each Party's obligations under this Agreement. The foregoing applies

notwithstanding that such Confidential Information may have been disclosed prior to this Agreement.

- 26.2.** Each Party undertakes not to disclose, without the prior consent in writing of the other, Confidential Information belonging to or disclosed by the other in whole or in part to any other person save those of its employees, agents and contractors who are engaged in performing the provision or receipt of that Party's obligations hereunder and have a reasonable need to know such information and to its board members, professional advisers and auditors who have a reasonable need to know such information in order to advise the Company or otherwise carry out their duties.
- 26.3.** The provisions of the preceding clause shall not apply to any information which:
- 26.3.1.** is trivial or obvious (for the avoidance of doubt an element that is trivial or obvious in and of itself should not necessarily be taken as trivial or obvious in the context of the whole of the Confidential Information);
 - 26.3.2.** becomes public knowledge other than by breach of this clause;
 - 26.3.3.** is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;
 - 26.3.4.** is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure;
 - 26.3.5.** is independently developed without use of the other Party's Confidential Information
- 26.4.** It shall not be a breach of this Clause if the receiving Party is obliged to disclose the Confidential Information of the disclosing Party by order of a court of competent jurisdiction or pursuant to a regulatory demand so far as practical, the receiving Party gives prior written notice of such disclosure and provides reasonable assistance to the disclosing Party in trying to prevent or contain such disclosure.

27. Service Changes

- 27.1.** vCentrix may withdraw any Services or Pricing Plans at any time, such changes will take effect from the end of the current Term.

28. Service Level Agreement

- 28.1.** vCentrix sets minimum performance targets for all Cloud Services at 99.9% each month and will provide rebates if a Cloud Service fails to meet these targets based on vCentrix's monitoring system reports.
- 28.2.** 99.9% is equal to 43 minutes and 49 seconds of Cloud Service unavailability per month.
- 28.3.** A Service Rebate is available for specific Services are detailed below;

28.3.1. vCentrix Veeam Cloud Connect Backup;

28.3.1.1. Less than 1 hour of unavailability per month	No rebate
28.3.1.2. More than 1 hour up to 4 hours of unavailability per month	10% rebate
28.3.1.3. More than 4 hours up to 8 hours of unavailability per month	25% rebate
28.3.1.4. More than 8 hours up to 16 hours of unavailability per month	50% rebate
28.3.1.5. More than 16 hours up to 24 hours of unavailability per month	75% rebate
28.3.1.6. More 24 hours of unavailability per month	100% rebate

28.4. An SLA is not provided for vCentrix Consultancy Services.

28.5. Where a Cloud Service is unavailable due to scheduled Systems Maintenance as laid out in planned monthly Scheduled Maintenance Windows as set out below or otherwise advised to the customer with 7 days' notice is exempt from assessment for SLA rebates.

28.6. Cloud Service Scheduled Maintenance Windows are for performing proactive maintenance, security and bug fixes to the platform and its services as well as optimisations for performance and capacity. It is not always necessary to perform maintenance in each Scheduled Maintenance Window however they are planned as follows;

28.6.1. 5th of the Month between 0800 and 1000 (GMT)

28.6.2. 10th of the Month between 1200 and 1400 (GMT)

28.6.3. 15th of the Month between 2200 and 0200 (GMT)

28.6.4. 20th of the Month between 1600 and 1800 (GMT)

28.6.5. 25th of the Month between 2000 and 2200 (GMT)

28.7. Where the Service is unavailable due to events beyond our control then this disruption period is exempt from a Service Rebate. These include the following events:

28.7.1. Interruption of the Service due to any Telecommunications Company circuits or failure of any Telecommunications Company services.

28.7.2. Interruption of the Service due to the Clients applications, equipment, or facilities.

28.7.3. Where the Client causes an interruption to the Service due to the Client's acts or omissions, or any use of the Service authorised by the Client.

28.7.4. Where the Service is interrupted due to force majeure;

28.7.5. Where we are requested by a public authority to provide emergency communications services to assist in emergency action, and the provision of those services restricts rectification of a fault or service difficulty; and

- 28.7.6.** Where we are prevented from connecting a specified service, or rectifying a fault or service difficulty, because we are unable to obtain lawful access to land or a facility.
- 28.7.7.** Damage to our network, equipment or facilities not caused by vCentrix.
- 28.7.8.** Planned or unplanned speed degradation (not Service loss), unless otherwise specified in a Service Description.
- 28.7.9.** A Service Rebate is not redeemable for cash, nor are they transferrable to another Client or subscription.
- 28.7.10.** The Service Rebate in any month is capped at the specified percentage of the Charges for the Cloud Service for that month. The Client must claim any Service Rebate in writing within ten (10) Business Days of the event resolution by submitting a Service Rebate Application to cloudservices@vcentrix.co.uk.
- 28.7.11.** Once a claim is made in accordance with 29.7.10 we will assess the eligibility of the Application at the conclusion of the calendar month.
- 28.7.12.** Where a Service Rebate is deemed to apply, we credit the Client's account with the assessed amount in the following month.
- 28.7.13.** The Customer will not be entitled to a Service Rebate where the Customer's account is overdue. Rebates cannot be used to offset overdue amounts.
- 28.7.14.** vCentrix will use reasonable endeavours to ensure the availability and other characteristics of the Cloud Service, and to ensure provisioning, support response and rectification times are reasonable fair in respect to clause 25 and specifically 25.7.

29. Rights to Terminate

- 29.1.** Either Party may terminate this Agreement without liability immediately on written notice to the other Party in the event that:
- 29.1.1.** the other Party has breached any material provision of this MSA.
- 29.1.2.** the other Party can no longer pay its debts as they fall due or has had an Administrator, Liquidator, Manager, Receiver or Administrative Receiver (or any appointment similar in effect to any of the foregoing) appointed over any or all of its assets.
- 29.2.** vCentrix may terminate the supply of any Service without liability to the Client in the event that vCentrix is no longer commercially able to continue the supply of such Service due to a change in the legal or regulatory environment. In such a case vCentrix will give the Client reasonable prior written notice and shall try to provide the Client with reasonable assistance in migrating to an alternative supplier.
- 29.3.** The Client may terminate the receipt of a Service hereunder, without liability to vCentrix, in the event that vCentrix has notified the Client of an increase in Fees for that Service that is in excess of 15% of the Fees previously charged (excluding any discounts that may have been

offered). The Client must exercise this right to terminate within 30 days of receiving the notice of such increase otherwise the Client shall be deemed to have unconditionally accepted such increase in Fees.

29.4. The Client may terminate the receipt of a Service hereunder, without liability to vCentrix, in the event that an event of Force Majeure (as referred to in Clause 31) continues for more than 15 days.

29.5. References to the termination of a Service in this Clause shall be deemed to include any other Service that is materially dependent on the Service being terminated.

30. Effect of Termination and Expiry

30.1. On termination or expiry (howsoever caused):

30.1.1. (or at the expiry of any Run-Off Period if provided for in any Service), vCentrix will cease providing the relevant Service or Services (as the case may be);

30.1.2. all the accrued rights and remedies of both Parties shall remain unaffected;

30.1.3. in respect to any unpaid Services within the agreed Payment deadlines of clause 11, vCentrix may terminate any Services provided to the Client and erase any Client data held within vCentrix systems forthwith as laid out in Data Retention clause 17.4.

31. Rights to Suspend

31.1. In any circumstances in which vCentrix may have the right to terminate this MSA, vCentrix may suspend the provision of any Services in order to provide the Client some time to resolve any issues that have arisen.

31.2. Suspension shall not relieve the Client from the liability to pay the Fees during the suspended period.

31.3. vCentrix shall promptly re-enable the relevant Services in the event that the issues prompting the suspension have been resolved to vCentrix's satisfaction (acting reasonably).

31.4. The provisions of this Clause are in addition to and are without prejudice to vCentrix's right to terminate this Agreement and/or any Order.

32. Force Majeure

32.1. In the event that vCentrix is prevented or hindered from providing the Services to the Client as a result of any event beyond vCentrix's reasonable control then vCentrix shall not be liable to the Client in respect of any resultant breach.

33. Agreement

- 33.1.** If any part of this MSA becomes or is illegal or unenforceable that part of this MSA shall be deemed excised and the Parties shall act in good faith to replace the relevant part of this Agreement with an alternative that is not illegal or unenforceable and that maintains the intended business relationship between the Parties.
- 33.2.** This MSA represents the entire relationship between the Parties and supersedes all previous written or other correspondence and agreements as to the subject matter of this MSA.
- 33.3.** The Parties are entering into this MSA as principals and nothing in this MSA shall serve to create any agency or partnership benefiting the Parties.
- 33.4.** No amendment to this MSA shall be valid unless made in writing and signed by authorised representatives of both Parties.
- 33.5.** No rights under this MSA shall accrue to any person that is not expressly a party to this Agreement.
- 33.6.** If either Party needs to send notices to the other Party they shall do so by first-class (or international equivalent) pre-paid post to the address given for that Party at the start of this MSA or such other address as a Party may notify the other Party in accordance with this Clause.
- 33.7.** Any notice will be deemed to be delivered 48 hours after posting it unless posted internationally, in which case delivery shall be deemed to take place 72 hours after postage.
- 33.8.** This MSA shall be governed by and construed in accordance with the laws of England (without regard to its provisions on conflict of law). The Parties expressly and unconditionally submit to the exclusive jurisdiction of the courts of England and Wales save that vCentrix may enforce any judgement on the Client anywhere in the World where the Client may have assets.