

REDINET LIMITED
SERVICES AGREEMENT

DATED: __ (“Effective Date”)

BETWEEN:

- (1) **REDINET LIMITED**, a company registered in England and Wales with registered company number 03509769, whose registered office is located at Ashcombe House, 5 The Crescent, Leatherhead, Surrey, United Kingdom, KT22 8DY (“**Redinet**”);
- (2) , a company registered in England and Wales with registered company number whose registered office is located at (“**Customer**”)

(together described as "the parties")

IT IS HEREBY AGREED between the parties as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following words shall have the following meanings:

“**Agreement**” means this Services Agreement, including Schedules and annexes hereto.

“**Alert**” means a notification of a Fault sent to Redinet and produced by the Proactive Management System.

“**Charges**” means the charges payable by the Customer to Redinet for the provision of the Services, as set out in the Schedule (or if not referred to in the Schedule, in accordance with Redinet’s Price List).

“**Confidential Information**” means all information which by it’s nature is confidential, including, without limitation, information or secrets relating to: corporate and marketing strategy, business development and plans, sales reports and research results, business methods and processes, technical information and know-how relating to the other’s business and which is not in the public domain, including inventions, designs, programmes, techniques, database systems, formulae and ideas; business contacts, lists of customers and suppliers and details of contracts with them; and any document marked "confidential".

“**Data Protection Laws**” means as applicable and binding on the Customer, Redinet and/or the Services:

(a) in the United Kingdom;

the Data Protection Act 2018, UK General Data Protection Regulation, the Privacy and Electronic Communications Regulations and, where applicable, the EU General Data Protection Regulation 2016/679.

(b) any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time.

“**Data Subject Request**” means a request made by a data subject to exercise any rights of data subjects under Data Protection Laws.

“**Dedicated Days**” means project or support services where the services of Redinet are retained by and dedicated to the Customer for a specific amount of time

“**Documentation**” means all operating manuals, user manuals and user documentation and any other documentation provided to the Customer by Redinet or its Third Party Suppliers which is associated with the use or provision of the Infrastructure.

“Extended Hours” means the hours (if any) outside of the Working Hours specified in the Schedule and if no hours are specified in the Schedule, extended hours shall not apply unless agreed between the parties in writing or by e-mail, subject to Customer’s payment of additional Charges.

“Fault” means either (a) failure of the Infrastructure to perform in accordance with the Documentation (if any); or (b) a cessation, interruption or degradation of the usual functionality of the Infrastructure.

“Force Majeure” means acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, lack of adequate power, failure of telecommunications networks, raw materials or labour, failure of a supplier, strike, lock-out or injunction compliance with governmental laws, regulations or orders, sickness or indisposition of key Redinet employees, or any other cause whether or not of the class or kind enumerated which affects performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party affected.

“GDPR” means the Data Protection Act 2018, UK General Data Protection Regulation, the Privacy and Electronic Communications Regulations and, where applicable, the EU General Data Protection Regulation 2016/679

“Infrastructure” means the Customer’s software and hardware infrastructure to receive the benefit of the Services, as set out in the Schedule.

“Initial Term” means the term set out in the Schedule.

“Maintenance Release” means any corrected version of any software that forms part of the Infrastructure from time to time issued by the applicable licensor of such software.

“Normal Project Rate” means the normal time & materials Charges for the provision of Project Services, as specified in the Schedule.

“Personal Data Breach” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data.

“Preventative Maintenance Tasks” means regular tasks carried out by the Service Desk to minimise risk of system failure or non-compliance.

“Protected Data” means personal data received by Redinet from or on behalf of the Customer in connection with the performance of Redinet’s obligations under this Agreement.

“Price List” means Redinet’s price list setting out the Charges, as published by Redinet from time to time.

“Proactive Management System” means Redinet’s automated alert system designed to send notice to Redinet of any Fault.

“Project Services” means the services provided by Redinet that are outside the scope of the Support Services and require dedicated assistance, as described at clause 2.6.

“Renewal Term” shall have the meaning at clause 7.1.

“Schedule” means schedule 1 to this Agreement.

“Service Level Agreement” means the service level agreement attached as Annex A to the Schedule.

“Services” means the Support Services and Project Services to be provided by Redinet as set out in this Agreement.

“Special Project Rate” means the discounted time & materials Charges for the provision of Project Services by Redinet, as specified in the Schedule.

“Sub-processor” means another data processor engaged by Redinet for carrying out processing activities in respect of the Protected Data on behalf of the Customer.

“Support Services” means the support services in respect of the Infrastructure specified at clause 2, clause 3 and the Schedule.

“Supported User” means those Customer employees whose full name, e-mail address and contact number specified in the Supported Users List.

“Supported Users List” means the list of current Supported Users, as may be updated by agreement between the parties from time to time.

“Third Party Supplier” means a provider of Third Party Services.

“Third Party Services” means any part of the Services that Redinet procures from a Third Party Supplier.

“Workaround” means a temporary fix to a Fault.

“Working Hours” means 9.00 am to 5.30pm UK time, Monday to Friday, excluding United Kingdom bank and public holidays.

- 1.2 The headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.

2 SERVICES

- 2.1 In consideration for payment of the Charges, Redinet agrees to provide the Services with reasonable care and skill.

Support Services

- 2.2 From the Effective Date and for the duration of this Agreement, Redinet shall use all reasonable endeavours to provide the following Support Services during the Working Hours to the Customer in accordance with the Service Level Agreement:

2.2.1 advice regarding the use of the Infrastructure by telephone, email and/or remote access;

2.2.2 the identification, diagnosis and rectification of Faults:

2.2.2.1 by telephone, email and/or remote access;

2.2.2.2 by an onsite visit at a time determined by Redinet where Redinet, in its sole opinion, deems it necessary; or

2.2.2.3 by liaison with Third Party Supplier where Redinet, in its sole opinion, deems it necessary;

2.2.3 where Redinet has agreed to provide the Proactive Management System, responding to Alerts;

2.2.4 advice regarding any changes to the Infrastructure that Redinet recommends to maximise system efficiency and reduce system failures;

2.2.5 in the event that Redinet is advised of a critical vulnerability by a manufacturer then where Redinet at its discretion deems appropriate or necessary, to deploy, install or configure patches, firmware, drivers, service packs, critical updates and hot-fixes to any component of the Infrastructure which has been provided by the manufacturer or publisher of the applicable component of the Infrastructure to improve the overall security, integrity or availability of the Infrastructure; this does not constitute a managed vulnerability or patching solution

2.2.6 changes to or suspension of user access to the Infrastructure; and

2.2.7 conduct such Preventative Maintenance Tasks as described in Schedule 1

- 2.2.8 conduct preventative maintenance that Redinet at its discretion deems appropriate or necessary for reducing the risk of the security, integrity, performance or availability of the Infrastructure.
- 2.3 The provision of the Support Services shall be subject to fair and reasonable use by the Customer and Redinet shall be entitled to levy additional Charges if in Redinet's reasonable determination, the Customer has exceeded or abused the provision of the Services set out herein.
- 2.4 Where Redinet provides the Support Services on a periodic fixed fee basis Redinet reserves the right to impose additional Charges for the diagnosis and rectification of any Faults resulting from:
 - 2.4.1 the improper use, operation or neglect of the Infrastructure upon which it is run;
 - 2.4.2 the repair, adjustment or modification of the Infrastructure or its merger (in whole or in part) with any other equipment or software, other than as expressly permitted by Redinet;
 - 2.4.3 the failure by the Customer to implement Maintenance Releases or recommendations in respect of or solutions to Faults previously advised by Redinet;
 - 2.4.4 any repair, adjustment, alteration or modification of the Infrastructure by any person other than Redinet without Redinet's prior consent;
 - 2.4.5 the use of the Infrastructure for a purpose for which it was not designed;
 - 2.4.6 a fault in Customer or third party software or applications or any upgrade or new release in respect thereof;
 - 2.4.7 any equipment, software or applications which are not specifically set out in the Schedule (or otherwise agreed between the parties in writing or by e-mail) as being part of the Infrastructure.
- 2.5 Support Services shall be provided remotely via the Customer's Internet connection or by telephone, unless determined otherwise by Redinet. Where, in Redinet's sole and reasonable opinion, it is necessary and/or desirable for the Customer to install remote support software, such software will be provided by Redinet.

Project Services

- 2.6 For the avoidance of doubt, the Project Services shall include:
 - 2.6.1 rebuilding the Infrastructure and/or reinstallation of any of the software that forms part of such Infrastructure;
 - 2.6.2 relocation of the Infrastructure to a different Customer site;
 - 2.6.3 any Internet connections including hardware such as routers or firewalls not supplied and installed by Redinet, other than to liaise with Third Party Providers;
 - 2.6.4 provision and installations of any equipment and/or hardware or replacement parts unless otherwise expressly agreed in writing between the parties;
 - 2.6.5 transfer of data or software; and
 - 2.6.6 advice or guidance on any software applications (whether standard, bespoke or industry specific),together with such other Project Services that may be agreed between the parties from time to time in writing or by e-mail.
- 2.7 The authorised representative of Redinet and the Customer may agree to the provision of Project Services from time to time in writing or by e-mail. Subject to clause 2.8, Charges for the provision of the Project Services shall be charged in accordance with the Special Project Rate, which shall be invoiced monthly in arrears and payable by the Customer within thirty (30) days of receipt of Redinet's invoice.

2.8 The Customer acknowledges that the Special Project Rate is subject to the Agreement continuing for no less than twelve (12) months. In the event this Agreement is terminated at any time and for any reason prior to the first anniversary of the Effective Date and without prejudice to Redinet's other rights and remedies available, Customer shall pay to Redinet within thirty (30) days of receiving Redinet's notice described below, in addition to any other Charges due and payable to Redinet in accordance with this Agreement, an amount equal to the difference between:

2.8.1 the Charges payable by the Customer for any Project Services performed under this Agreement at the Special Project Rate; and

2.8.2 the Charges that would have been payable by the Customer had the Project Services performed by Redinet under this Agreement been charged at the Normal Project Rate,

the actual difference to be confirmed by Redinet by notice in writing or e-mail to the Customer as soon as reasonably practicable. The parties confirm that this sum represents a genuine pre-estimate of Redinet's loss.

3 ADDITIONAL SUPPORT SERVICES

3.1 Redinet may agree (but shall not be obliged) upon receipt of a request in writing or by e-mail by the Customer to provide Support Services notwithstanding that the Fault results from any of the circumstances described in clause 2.4 of this Agreement.

3.2 Unless otherwise agreed between the parties in writing Redinet, in such circumstances described at clause 3.1, shall be entitled to levy additional Charges in accordance with its Schedule (or if not referred to in the Schedule, in accordance with its Price List), which may be invoiced monthly in arrears and payable by the Customer within thirty 30 days of receipt of Redinet's invoice.

4 CLIENT'S OBLIGATIONS

4.1 At all times, throughout the term of this Agreement, the Customer shall:

4.1.1 provide access to all personnel and timely decision-making reasonably required by Redinet in order to provide the Services;

4.1.2 grant personnel of Redinet such access to the Customer's premises as reasonably required by Redinet for the purpose of providing the Services;

4.1.3 Be responsible for its level of security, patching and vulnerabilities and engage Redinet to carry out appropriate action. It is the Customers responsibility to ensure that the security that in place is adequate to protect the type of systems and data that the Customer uses. This may include ensuring that multi factor authentication is switched on for all users or using third party auditors to look for opportunities for improvement

4.1.4 procure that its employees and any sub-contractors have received appropriate information and training about the use of the Infrastructure and the provision of the Services by Redinet and permitting only Supported Users to contact Redinet to request provision of the Services;

4.1.5 notify Redinet if it becomes aware of any unauthorised use of all or part of the Infrastructure;

4.1.6 perform all Customer administered tasks and routines reasonably requested by Redinet in accordance with the specification for such tasks and routines agreed with Redinet;

4.1.7 promptly notify Redinet if the Infrastructure is not operating correctly and providing all information as reasonably required by Redinet to enable Redinet to comply with its obligations hereunder;

4.1.8 ensuring that there is a legitimate licence for every copy of a software programme in use and that such licences permit use by Redinet as required to perform the Services and comply with such licence terms and conditions and providing a copy of such licence to Redinet and safely storing all disks, manuals, hard copy licence agreements and/or documentation relating to such software;

- 4.1.9 within a reasonable time, furnishing Redinet with such information and documents as Redinet may reasonably request for the proper performance of Redinet's obligations hereunder, including without limitation all documentation for the Infrastructure. The Customer shall ensure that all such information or documents are complete and accurate;
- 4.1.10 procure that its employees and any sub-contractors co-operate with Redinet's reasonable requests and treat Redinet personnel in a courteous manner.
- 4.2 The Customer shall not, and shall procure that its employees, sub-contractors or any other user of the Infrastructure shall not:
 - 4.2.1 enhance, relocate or make any adjustments or any additions to the Infrastructure, other than as agreed with Redinet. The Customer shall maintain a written, dated and timed record of any routines, modifications, alterations or enhancements to the Infrastructure performed by the Customer or any third party that have been agreed with Redinet, including, but not limited to, software and hardware configuration changes, installations and removals;
 - 4.2.2 use the Infrastructure in an unlawful manner or in contradiction of published legislation and regulations governing the Internet or accepted Internet practices and practices of any connected networks, or to transfer any illegal material (including but not limited to material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing, in contempt of Court or in breach of copyright, confidentiality, privacy or other rights);
 - 4.2.3 use the Infrastructure to send menacing, offensive, abusive or annoying messages (commonly referred to as, but not exclusively, 'spam' or unsolicited commercial email or 'UCE');
 - 4.2.4 use the Infrastructure to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;
 - 4.2.5 divulge any passwords that allow the Customer to have access to the Infrastructure to a third party and shall use all reasonable endeavours to keep all passwords confidential and inaccessible to third parties;
 - 4.2.6 use or permit the use of the Infrastructure other than in accordance with the relevant Documentation.
- 4.3 The Customer shall act in accordance with the provisions of the Data Protection Laws and all other applicable data protection legislation at all times. The Customer and Redinet acknowledge and agree that the Customer is the data controller and that Redinet is a data processor in respect of all personal data of Customer personnel (as such terms are defined in the Data Protection Laws). The Customer therefore confirms that it is solely responsible for ensuring that any data processing and security obligations that arise from the provision of the Services comply with applicable data protection law. Redinet will only process personal data for the purposes of providing the Customer with the Services. Redinet and the Customer have in place and will maintain for the duration of these terms and conditions appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, or disclosure of personal data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any Services used to process personal data.
- 4.4 Redinet shall not be liable for any delay or failure to provide the Services that results from the delay or failure of the Customer to comply with its obligations and where any such failure results in Redinet spending additional time and expense to fulfil the Services, Redinet shall be entitled to charge the Customer for such time at Redinet's then current time and materials rates.

5 PAYMENT

- 5.1 In consideration of the provision of the Services, the Customer shall pay the Charges.
- 5.2 Redinet will issue invoices for Charges: (i) relating to the Support Services in accordance with the terms set out in the Schedule, or otherwise monthly in advance; (ii) relating to additional Support Service contemplated by clause 3, monthly in arrears; and (iii) for Project Services monthly in arrears, in each unless otherwise set out to the contrary in the Schedule.

- 5.3 The Customer shall pay the Charges in accordance with the terms of the Schedule or, where no payment terms are set out in a Schedule, within thirty (30) days of receipt of Redinet's invoice.
- 5.4 Unless otherwise expressly set out to the contrary in the Schedule, the Customer shall pay all expenses reasonably incurred by Redinet that are attributable to the provision of the Services. Such expenses shall include without limitation the cost of travel outside normal business hours to and from the Customer's site.
- 5.5 All Charges are exclusive of VAT and all other taxes which shall be payable by the Customer. Where applicable the Charges are also exclusive of other fees and charges payable to any third party, including but not limited to third party hardware and software suppliers, Internet service providers, domain name and company registries.
- 5.6 Redinet reserves the right to charge the Customer interest on any payment not made by the due date. Interest will be calculated on a daily basis, both before and after any judgement, at the rate of four (4%) per cent per annum above the base rate from time to time of The Bank of England for the period from the date such payment is due until the date on which it is actually paid. Such payment shall be compounded quarterly and payable on demand.
- 5.7 The acceptance of any monies by Redinet shall not be construed as an acceptance of such monies as the correct and full amount due and owing to Redinet or as a waiver by Redinet of any claims it may have against the Customer.
- 5.8 Redinet reserves the right to increase its Charges once per annum at the 12 month anniversary of the contract effective date, such increase not exceeding 2% above the percentage increase of the prevailing consumer prices index (CPI) during the previous twelve month period.

6 WARRANTIES AND LIABILITIES

- 6.1 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Agreement, whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.
- 6.2 Subject to clause 6.3, 6.4 and 6.5, the maximum aggregate liability of Redinet (including its respective agents and sub-contractors) arising from or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the total Charges paid by the Customer under this Agreement in the 12 months prior to the date on which the liability first arose (or if less than twelve months have elapsed, an amount equal to the Charges payable by the Customer for the first twelve months of this Agreement).
- 6.3 In no event shall Redinet (including its respective agents and sub-contractors) be liable for:
- 6.3.1 any loss of profits, anticipated savings, loss of data, business interruption, loss of use, loss of contracts, loss of management time, loss of goodwill and reputation (whether direct or indirect);
 - 6.3.2 any special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement, even if Redinet has been advised of the possibility of such damages,
- whether or not caused by or resulting from its negligence or a breach of its statutory duties or a breach of its obligations howsoever caused even if it is advised of the possibility of such loss.
- 6.4 In no event shall Redinet (including its respective agents and sub-contractors) be liable for:
- 6.4.1 any failure of the Infrastructure which results from interference (including inappropriate use, maintenance, development, modification, repairs or adaptation) by the Customer or any third party not authorised by Redinet which is not in accordance with standard use of the Infrastructure and/or Services or Redinet's specific instructions; or
 - 6.4.2 any failure of the Infrastructure that is due to any integration or interoperability issues arising with any third party or Customer systems or legacy systems.

- 6.5 For the avoidance of doubt, nothing in this Agreement shall be deemed to exclude, restrict or limit liability of either party (or their respective agents or sub-contractors) for death or personal injury resulting from their negligence or any liability for fraudulent misrepresentation.
- 6.6 Both parties accept that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances.

7 TERM AND TERMINATION

- 7.1 This Agreement shall commence on the Effective Date and shall continue for the Initial Term. This Agreement shall automatically renew for a further period of twelve (12) months ("Renewal Term") at the end of the Initial Term and any Renewal Term unless either party gives written notice to the other party, not later than ninety (90) days prior to the expiry of the Initial Term or any Renewal Term, to terminate this Agreement at the end of the Initial Term or the relevant Renewal Term, as the case may be.
- 7.2 This Agreement may be terminated immediately on written notice:
- 7.2.1 by either party if the other party is in material breach of its contractual obligations and has not remedied such breach within ninety (90) days after receipt of a written notice of default from the other party;
 - 7.2.2 by either party if the other party is declared bankrupt, is granted a suspension of payments or begins negotiations for a composition with its creditors or is otherwise insolvent; or
 - 7.2.3 by either party if the other party is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 7.2.4 by either party if the other party 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;
 - 7.2.5 by either party if the other threatens to do any of the things listed in clauses 7.2.2 to 7.2.4
 - 7.2.6 by Redinet if there is a change of control (as defined in Section 416 of the Income and Corporation Taxes Act 1988) in the Customer or the Customer's parent company.
- 7.3 Notwithstanding clause 7.1, should the Customer fail to make any payment due under the terms of this Agreement (other than and then only to the extent that, any part of such a payment is reasonably disputed by the Customer) and such payment remains unpaid seven (7) days after the date of due payment then Redinet shall be entitled without prejudice to its other rights by written notice to the Customer to suspend the Services. If such period of suspension continues for a period of seven (7) days or longer, Redinet may terminate this Agreement on written notice to the Customer without further liability.
- 7.4 Termination of this Agreement shall be without prejudice to any rights of either party arising on or before termination, which includes without limitation, all sums due to Redinet for Services supplied (including for the avoidance of doubt any Charges incurred in respect of work in progress) prior to the date of termination.
- 7.5 Redinet may destroy or otherwise dispose of all of the Customer's data in its possession, with the exception that if Redinet receives, no later than fourteen (14) days after the effective date of the termination of this Agreement, a written request from the Customer for the then most recent back-up of all Customer data held by Redinet, Redinet shall use reasonable commercial endeavours to deliver such data to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all Charges due to Redinet.
- 7.6 The provisions of clauses 2.8, 5 (to the extent of any unpaid obligations), 6, 7.5, 7.6, 8, 9 and 11.9 and any clauses required for their interpretation shall survive the termination of this Agreement and shall remain in full force and effect.

8 CONFIDENTIALITY

- 8.1 Each party (the "Receiving Party") shall keep confidential the provisions of this Agreement and all information and documentation disclosed by the other party (the "Disclosing Party"), before or after the date of this Agreement, to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to any software, operations, products, processes, dealings, trade secrets or the business of the Disclosing Party (including without limitation all associated software, specifications, designs and graphics) or which is identified by the Disclosing Party as confidential (the "Confidential Information") and will not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. This clause shall survive termination of this Agreement for whatever cause.
- 8.2 During the term of this Agreement the Receiving Party may disclose the Confidential Information to its employees and sub-contractors (any such person being referred to in this clause as the "Recipient") to the extent that it is reasonably necessary for the purposes of this Agreement. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 8.3 The obligations contained in clauses 8.1 and 8.2 shall not apply to any Confidential Information which is:
- 8.3.1 already lawfully known or became lawfully known to the Receiving Party independently of its involvement in this Agreement, or
 - 8.3.2 is or becomes within the public domain other than due to the wrongful disclosure by the Receiving Party, or
 - 8.3.3 required to be disclosed by the Receiving Party by law or regulatory requirements of any stock exchange, provided that the Receiving Party shall give the Disclosing Party as much notice as reasonably practicable of the requirement for such disclosure; or
 - 8.3.4 furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so.
- 8.4 All tangible forms of Confidential Information, including, without limitation, all summaries, copies, excerpts of any Confidential Information whether prepared by the Disclosing Party or not, shall be the sole property of the Disclosing Party, and shall be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party's request or the termination of this Agreement (whichever is earlier). The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.
- 8.5 The provisions of this clause 8 shall survive the termination of this Agreement

9 NON-SOLICITATION

- 9.1 During the period this Agreement is in effect and for a period of twelve (12) months thereafter, the Customer agrees not to solicit or to offer employment to any employees of Redinet or any sub-contractors used by Redinet hereunder without the prior written consent of Redinet.
- 9.2 In the event that the Customer breaches clause 9.1, it shall be liable to pay, immediately on demand, and without prejudice to any other remedy that Redinet may have, the equivalent of twelve (12) months gross salary of the employee so solicited and/or employed.
- 9.3 The parties acknowledge and agree that the terms of this clause 9 relating to liquidated damages do not operate by way of penalty and constitute a genuine attempt to pre-estimate loss.

10 FORCE MAJEURE

- 10.1 If Redinet is prevented or delayed from or in performing any of its obligations under this Agreement by Force Majeure, then:

- 10.1.1 its obligations under this Agreement (or, where the Force Majeure only affects some of the Services, such obligations as relate to those Services) shall be suspended for so long as the Force Majeure continues and to the extent that that party is so prevented, hindered or delayed;
- 10.1.2 the parties shall, without prejudice to the other provisions of this clause 10.1.2 consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure;
- 10.1.3 Redinet shall use all reasonable endeavours to mitigate the effects of the Force Majeure upon the performance of its obligations under this Agreement.
- 10.2 If any Force Majeure prevails for a continuous period in excess of two (2) months, the party not affected by the Force Majeure event shall be entitled to terminate this Agreement in its entirety (if the provision of all Services are affected by Force Majeure) or in part (insofar as it relates to the Services affected by Force Majeure) by giving not less than ten (10) days' notice in writing to the other party.

11 DATA PROTECTION

- 11.1 The parties agree that, for the Protected Data, the Customer shall be the data controller and Redinet shall be the data processor.
- 11.2 When used in this Agreement, the following terms shall have the same meaning as in the Data Protection Laws:
 - 11.2.1 personal data;
 - 11.2.2 data controller;
 - 11.2.3 data processor;
 - 11.2.4 data subject;
 - 11.2.5 process and processing; and
 - 11.2.6 supervisory authority.
- 11.3 Redinet shall process Protected Data in compliance with:
 - 11.3.1 the obligations of data processors under Data Protection Laws in respect of the performance of its obligations under this Agreement; and
 - 11.3.2 the terms of this Agreement.
- 11.4 The Customer shall comply with:
 - 11.4.1 all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 - 11.4.2 the terms of this Agreement.
- 11.5 The Customer warrants, represents and undertakes, that:
 - 11.5.1 all data sourced by the Customer for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, data subjects), with Data Protection Laws;

- 11.5.2 all instructions given by it to Redinet in respect of Protected Data shall at all times be in accordance with Data Protection Laws;
- 11.5.3 it shall take all reasonable steps to ensure the reliability and integrity of all of the personnel who shall have access to the Protected Data and who will be sending the Protected Data to Redinet; and
- 11.5.4 it will not provide (or cause to be provided) any personal data to Redinet for processing under this Agreement that is not referred to in Schedule 2.

Instructions and details of processing

- 11.6 Insofar as Redinet processes Protected Data on behalf of the Customer:
 - 11.6.1 unless required to do otherwise by applicable law, Redinet shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this clause 11 and Schedule 2 (Data processing details), as updated from time to time by agreement between the parties (**Processing Instructions**);
 - 11.6.2 notwithstanding any other provision of this Agreement, if the law in any EU or EU member state requires Redinet to conduct processing of the Protected Data other than in accordance with the Customer's Instructions, such processing shall not constitute a breach of this Agreement;
 - 11.6.3 if applicable law requires it to process Protected Data other than in accordance with the Processing Instructions, Redinet shall notify the Customer of any such requirement before processing the Protected Data (unless applicable law prohibits such information on important grounds of public interest); and
 - 11.6.4 Redinet shall promptly inform the Customer if it becomes aware of a Processing Instruction that, in Redinet's opinion, infringes Data Protection Laws, provided that:
 - 11.6.4.1 this shall be without prejudice to clauses 11.4 and 11.5;
 - 11.6.4.2 to the maximum extent permitted by mandatory law, Redinet shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information

Technical and organisational measures

- 11.7 Redinet shall implement and maintain appropriate technical and organisational measures so as to ensure a level of security in respect of the Protected Data processed by it that is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed.

Using staff and other processors

- 11.8 Redinet shall ensure that Redinet personnel authorised to process the Protected Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 11.9 The Customer hereby gives Redinet consent to engage the Sub-processors specified in Schedule 2 for processing of Protected Data on behalf of the Customer. Redinet shall inform the Customer before transferring any Protected Data to a new Sub-processor. Following receipt of such information the

Customer shall notify Redinet if it objects to the new Sub-processor. If the Customer does not object to the Sub-processor within fourteen calendar days of receiving the information, the Customer shall be deemed to have accepted the Sub-processor. If the Customer has raised a reasonable objection to the new Sub-processor, and the parties have failed to agree on a solution within reasonable time, the Customer shall have the right to terminate this Agreement and the Services with a notice period determined by the Customer, without prejudice to any other remedies available under law or contract. During the notice period, Redinet shall not transfer any Protected Data to the Sub-processor.

- 11.10 Redinet shall enter into appropriate written agreements with all of its Sub-processors on terms substantially similar to this Agreement. Redinet shall remain primarily liable to the Customer for the performance or non-performance of the Sub-processor's obligations.
- 11.11 Upon the Customer's request, Redinet is obliged to provide information regarding any Sub-processor, including name, address and the processing carried out by the Sub-processor.

Assistance with the Customer's compliance and data subject rights

- 11.12 Redinet shall refer all Data Subject Requests it receives to the Customer within three business days of receipt of the request and the Customer shall pay Redinet's charges calculated at Redinet's then prevailing time and materials rates for professional services or such other charges as may, at the relevant time, be agreed by the parties in writing, for time spent by Redinet recording and referring the Data Subject Requests in accordance with this clause 11.12.
- 11.13 Redinet shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to Redinet) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
 - 11.13.1 security of processing;
 - 11.13.2 data protection impact assessments (as such term is defined in Data Protection Laws);
 - 11.13.3 prior consultation with a supervisory authority regarding high risk processing; and
 - 11.13.4 notifications to the supervisory authority and/or communications to data subjects by the Customer in response to any Personal Data Breach,

provided the Customer shall pay Redinet's charges calculated at Redinet's then prevailing time and materials rates for professional services or such other charges as may, at the relevant time, be agreed by the parties in writing, for providing the assistance in this clause 11.13.

International data transfers

- 11.14 Redinet will not transfer the Protected Data to a Sub-processor located in a country outside of the UK which is not recognised by the UK to have an adequate level of protection in accordance with Data Protection Law unless the Customer has provided written instruction and the transfer by Redinet of the Protected Data is affected by such legally enforceable mechanism(s) for transfers of personal data as may be permitted under Data Protection Laws from time to time.

Records, information and audit

- 11.15 Redinet shall maintain, in accordance with Data Protection Laws binding on Redinet, written records of all categories of processing activities carried out on behalf of the Customer.
- 11.16 Redinet shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate Redinet's compliance with its obligations under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow

for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:

- 11.16.1 giving Redinet 7 days prior notice of such audit and/or inspection being required by the Customer;
- 11.16.2 giving Redinet a reasonable period of time to comply with any information request made by the Customer;
- 11.16.3 permitting Redinet, as part of any information request or during any audit or inspection, to refuse to disclose or provide access to any part of Redinet's facilities, equipment, systems, records, documentation and/or information which would or could compromise the security of its operations and/or the confidentiality of its customers provided that where this would prevent the Customer from completing its audit or inspection, the parties will, acting reasonably, cooperate to identify a solution;
- 11.16.4 ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the supervisory authority or as otherwise required by applicable law);
- 11.16.5 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Redinet's business and the business of other customers of Redinet; and
- 11.16.6 paying Redinet's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

Breach notification

- 11.17 In respect of any Personal Data Breach involving Protected Data, Redinet shall, without undue delay:
 - 11.17.1 notify the Customer of the Personal Data Breach; and
 - 11.17.2 provide the Customer with details of the Personal Data Breach.

Deletion or return of Protected Data and copies

- 11.18 Redinet shall delete all the Protected Data in its possession within 30 days after the earlier of:
 - 11.18.1 the termination of this Agreement; or
 - 11.18.2 once processing by Redinet of any Protected Data is no longer required for the purpose of Redinet's performance of its relevant obligations under this Agreement,and delete existing copies (unless storage of any data is required by applicable law and, if so, Redinet shall inform the Customer of any such requirement).

12 GENERAL

- 12.1 This Agreement hereto constitutes the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
- 12.2 Each of the parties acknowledges that in entering into this Agreement on the terms set out herein it has not relied on or been induced to enter into this Agreement by any representation, warranty, undertaking, promise or assurance made or given by any other party or any other person, whether or not in writing, at any time prior to the execution of this Agreement other than those expressly set out in this Agreement.

- 12.3 If any part of any provision of this Agreement shall be invalid or unenforceable, then the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable.
- 12.4 Save as otherwise set out in the Schedule, no amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by both parties.
- 12.5 No delay in exercising or non-exercise by either party of any of its rights under or in connection with this Agreement shall operate as a waiver or release of that right. Rather, any such waiver or release must be specifically granted in writing signed by the party granting it.
- 12.6 Nothing in this Agreement or any document referred to in it or any arrangement contemplated by it shall be construed as creating a partnership between the parties for any purpose whatsoever and neither party shall have the power or authority to bind the other party or impose any obligations on it to the benefit of any third party.
- 12.7 The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.8 The Customer may not assign any of its rights under this Agreement without the prior written consent of Redinet and may not permit any third party to use any of the Services other than with Redinet's written consent.
- 12.9 This Agreement shall be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes, which may arise in connection with this Agreement.
- 12.10 All notices, documents and other communications relating to this Agreement must be in writing and delivered, or posted by first class pre-paid post or sent by e-mail transmission to the following addresses of Redinet or the Customer:

Redinet

Address: 1 Stanley Road, Bromley, Kent, BR2 9JE

E-mail: sales@redinet.co.uk

Customer

Address:

E-mail:

as appropriate and any such notice shall be deemed to have been duly served upon and received by the party to whom it is addressed at the time of delivery if delivered by hand, on the expiry of 48 hours after posting or at the time of transmission in the case of e-mail transmission.

For and on behalf of
REDINET LIMITED

For and on behalf of

Signed :

Signed :

Name :

Name :

Title :

Title :

Date :

Date :

SCHEDULE 1

ALL PRICES ARE SUBJECT TO VAT AT THE PREVAILING RATE

Service Selected	
Remote Support hours included (exc. Bank Holidays)	
Extended Hours	
Pro-Active Management System	
Initial Term	
Infrastructure	The computers, devices, systems, software and such other equipment at the Customer's site(s), as set out hereunder. Subject to Redinet's prior approval and the Customer's payment of additional Charges, the Infrastructure may be amended by the parties from time to time.
Supported Users	
Permitted Number	
Charges for Support Services	
Remote Preventative Maintenance included or Hourly/Daily Charges for Service	
Dedicated Days/Out of Hours Support –included or Hourly/Daily Charges	
Special Project Rate	£ Weekday £ Saturday £ Sunday/Bank Holiday <i>The discounted time & materials Charges for the provision of Project Services by Redinet, as specified in the Schedule.</i>
Normal Project Rate As referred to in Clause 2.8	£ Weekday £ Saturday £ Sunday/Bank Holiday <i>The normal time & materials Charges for the provision of Project Services, as specified in the Schedule. Normal Project Rate refers to the non-discounted rate for Project Services.</i>
Billing Frequency	

REDINET LIMITED

ANNEX A TO SCHEDULE 1 - SERVICE LEVEL AGREEMENT

1 DEFINITIONS

“Requirement” means a Fault or a request for Services by the Customer;

“Response Time” means the target maximum time between receipt by Redinet of notification of a Requirement from the Customer in accordance with the Reporting Process set out below and the time that Redinet leaves a verifiable message for the Customer;

“Fix Time” means the estimated time between notification by Redinet to the Customer that it has received notice of a Requirement and resolution or completion of such Requirement (including provision of a Workaround);

“Hour” means one hour within the Working Hours or Extended Hours, as applicable.

2 REPORTING PROCESS

2.1 The Customer shall report all Requirements by e-mail and/or telephone to Redinet as soon as the Requirement arises, and shall provide sufficient information and material to enable Redinet to understand the Requirement and, if applicable, to duplicate the Fault, including without limitation:

2.1.1 a clear and accurate description of the Requirement;

2.1.2 the area of the Infrastructure to which the Requirement relates;

2.1.3 the function which was being performed when the Fault occurred, if applicable;

2.1.4 the error message or any other messages displayed, if any;

2.1.5 the sequence of events leading up to the occurrence of the Requirement; and

2.1.6 any other information and materials relating to the Infrastructure or the Requirement which Redinet requires to perform its obligations hereunder.

2.2 Only Requirements which are reported by a Supported User as outlined at paragraph 2.1 will constitute a valid Requirement. In the event Redinet receives a Requirement from an individual who is not registered as a Supported User, Redinet will seek approval from an authorised representative of the Customer prior to assisting with the Requirement and shall not be obliged to assist with respect to that Requirement until such approval is received. This applies to all Requirements regardless of the Priority as defined in section 3.

2.3 In respect of Requirements which have a Priority of 1 (one) or 2 (two) as defined in 3.1 below, these Requirements must be reported by a Supported User via telephone in order to constitute a valid Requirement.

2.4 All Requirements during Extended Hours must be reported by a Supported User via telephone in order to constitute a valid Requirement.

2.5 Redinet will log all Requirements reported by the Customer. Upon identification of any Fault, Customer shall comply with the reporting obligations in clause 2.1, whereupon Redinet shall notify the Customer of the applicable Priority level. Redinet will notify the Customer as soon as possible if it determines that no Fault exists or if Redinet is unable to reproduce the reported problem.

3 INFRASTRUCTURE FAULTS AND ASSISTANCE

3.1 Priority Definitions

Priority 1 A Fault that is preventing all users from working or which has, or will imminently, cause all or a significant part of the Infrastructure to fail;

- Priority 2 A Fault that prevents a specific user from working, or which will imminently cause a user to lose access to all or a significant part of the Infrastructure;
- Priority 3 A Fault that causes loss of some functionality of the Infrastructure but which does not prevent the day to day operation of the Customer's business;
- Priority 4 Request for advice/assistance with use of the Infrastructure; Infrastructure administration; change requests.

3.2 Target Response and Estimated Fix Times

	Priority 1		Priority 2		Priority 3		Priority 4	
	<i>Response Time</i>	<i>Estimated Fix Time</i>	<i>Response Time</i>	<i>Estimated Fix Time</i>	<i>Response Time</i>	<i>Estimated Fix Time</i>	<i>Response Time</i>	<i>Estimated Fix Time</i>
Working Hours	1 Hour	4 Hours	1 Hour	8 Hours	1 Hour	24 Hours	1 Hour	N/A
Extended Hours	1 Hour	4 Hours	1 Hour	8 Hours	1 Hour	24 Hours	1 Hour	N/A

4 SECURITY SERVICES

Customer acknowledges and agrees that the provision of security services for the Infrastructure (i.e anti virus, firewalls etc) is beyond the scope of the Services contemplated under this Agreement and Redinet will not be liable for any loss or damage caused by any viruses or other technologically harmful material that may infect the Infrastructure or the Customer's equipment, programs, data or other proprietary material arising out of or in connection with Customer's use of the Infrastructure.

5 CALCULATION OF RESPONSE AND FIX TIMES

- 5.1 Where additional information has been requested from the Customer, the time taken for the Customer to respond to such request shall be deducted from any calculation of Response Time or estimated Fix Times. If Customer has not responded to the request for further information within 7 days the Requirement will be deemed to have been resolved or completed. Thereafter if the Customer requires assistance with the Requirement the Customer shall submit a new report to Redinet in accordance with clause 2 and the Response Time and estimated Fix Time for such Requirement shall be calculated from the date and time of the new report.
- 5.2 Where an on-site visit is required to resolve a Requirement (as determined by Redinet in its sole discretion) any time during which Redinet is unable to attend the Customer's premises through any fault of the Customer or any Force Majeure shall be deducted from any calculation of Response or estimated Fix Times.
- 5.3 If the assistance of a Third Party Supplier is required (including but not limited to Internet or telephone service providers), the time taken for the Third Party Supplier to respond and/or provide a resolution to the Requirement shall be deducted from any calculation of Response or estimated Fix Times.

SCHEDULE 2

Data processing details

TO BE UPDATED BY CUSTOMER IF REQUIRED FOR GDPR COMPLIANCE

The subject matter of the processing	The processing relates to the provision of the Services to the data subjects. Redinet will assist the Customer and the Supported Users in supporting its Infrastructure.
The nature and purpose of the processing	The nature of the processing is the provision of technical support services in respect of the Customer's Infrastructure to enable the Customer to troubleshoot issues arising with its Infrastructure and advise Supported Users on its use.
The type of personal data being processed	- Names and Addresses (including e-mail) - Date of Birth - Gender - telephone numbers - passwords
The categories of data subjects	The Customer's clients and employees.
Duration of the processing	Protected Data shall not be processed for a period longer than is necessary for serving its purpose. In respect of all processing activities, the processing shall cease on expiry or termination of this Agreement.
Sub-processors	E.G. third party companies, contractors or consultants who will process the personal data on Redinet's behalf.
Processing locations	United Kingdom, [OTHER COUNTRIES WHERE PROCESSING MIGHT TAKE PLACE]