



# Master Service Agreement

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# 1 Interpretation and Construction

- 1.1. In this Agreement, unless otherwise specified or the context otherwise requires:
- a) words in the singular include the plural and vice versa;
  - b) words in one gender include all other genders;
  - c) words referring to the whole are treated as including reference to any part of the whole;
  - d) unless specifically stated otherwise, references to a Clause are relevant to the body of text that it resides within (inclusive of Service Terms & Conditions, Schedules or Annexes);
  - e) references to Terms & Conditions, Schedules or Annexes are relevant to those found within this Agreement;
  - f) unless specifically stated otherwise, reference to a paragraphs are relevant to the body of text that they reside within (inclusive of Service Terms & Conditions, Schedules or Annexes);
  - g) reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced (in each case, other than in breach of the provisions of this Agreement) at any time;
  - h) reference to a statute or statutory provision is a reference to it as it is in force from time to time and includes:
    - i) any statute, statutory provision or subordinate legislation which it amends or re-enacts; and
    - ii) any subordinate legislation made from time to time under that statute or statutory provision;
  - i) reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing is deemed, in respect of any jurisdiction other than England, to include that which most approximates in that jurisdiction to the English legal term;
  - j) reference to a Party to this Agreement includes that Party's permitted successors, transferees and assignees.
  - k) In this Agreement:
    - i) the words "**other**" and "**otherwise**" are not to be construed ejusdem generis with any preceding words where a wider construction is possible;
    - ii) any phrase introduced by the words "**including**", "**include**", "**in particular**" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;

- iii) Clause, Schedule paragraph headings and section summaries do not affect the formal interpretation of this Agreement;
- iv) Words and phrases defined in any part of this Agreement bear the same meanings throughout this Agreement; and
- v) The Schedules and Annexes form part of this Agreement.

1.2. In addition to references in this Agreement, a reference to:

- a) "**writing**" or "**written**" includes faxes and email;
- b) a "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assignees;
- c) a "**company**" includes any company, corporation or other body corporate, wherever and however incorporated or established;
- d) a "**month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that, if there is no numerically corresponding day in the month in which that period ends, that period ends on the last day in that calendar month.

1.3. Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.

1.4. The Agreement between CORETX and the Customer comprises of the following documents:

- a) The Master Service Agreement;
- b) Schedule 1 - Change Control Procedure;
- c) Schedule 2 - Service Terms and Conditions and any Annexes therein;
- d) The CORETX Partner Agreement (if applicable);
- e) The CORETX Addendum (if applicable);
- f) Schedule 3 – Master AUP;
- g) Schedule 4 – Service Order Form ("SOF").

1.5. In the event of conflict between the documents comprising of this Agreement, precedence shall be given to document in the following order:

- a) The CORETX Addendum (if applicable);
- b) The Master Service Agreement;
- c) Schedule 1 - Change Control Procedure;
- d) Schedule 3 – Master AUP;

- e) The CORETX Partner Agreement (if applicable);
- f) Schedule 2 - Service Terms and Conditions and any Annexes therein;
- g) Schedule 4 – Service Order Form (“SOF”).

## 2 Definitions

2.1. In these conditions the following terms and phrases shall have the following meanings:

- “Agreement”** means the agreed terms and conditions of business between the Customer and CORETX as set out in the MSA, CORETX Addendum (if applicable), Partner Agreement (if applicable), the SOF, the applicable Service Terms & Conditions for the Service that is provided and defined under the SOF (for example “Colocation Service Terms & Conditions”) and all Schedules and Annexes contained therein.
- “CORETX”** means CORETX Connect Limited, whose principle place of business is 7th Floor, County Gates House, 300 Poole Road, Westbourne, Poole, BH12 1AZ. Reg. 05237920.
- “Change Control Procedure”** means the procedure for amending this Agreement as defined in Schedule 1.
- “Colocation”** means situating multiple related items, with multiple owners, in a single location.
- “Connection Notice”** means the formal notice of a Service being ready for Customer use and the beginning of the Service Commencement Date.
- “CRC Costs”** means government imposed charges in relation to the Carbon Reduction Commitment.
- “Cure Period”** means a period of 90 days.
- “Customer”** means the business, partner or person as defined in the SOF.
- “ETF”** means Early Termination Fees which are billed to the Customer for the premature termination of Services prior to the end of the Initial Term or any Subsequent Term as further detailed in Clause 7.4.
- “Excess Usage”** means any usage of Services that exceeds the agreed amount stated within the SOF.
- “Excused Outage”** means a period of time during the Service Term where CORETX is not liable to provide Service Credits in lieu of the Customers inability receive access to or gain use of the Service.
- “Fees”** means any amount billed to the Customer for the provision of a Service, Support Service or Excess Usage.
- “Force Majeure Event”** means any cause beyond a Party’s reasonable control affecting the performance of its obligations hereunder including but not limited to fire, flood, explosion, accident, act of terrorism, war or warlike operations, strike, embargo, acts of any governmental authority (including refusal or revocation of any licence or consent), Act of God, outbreak of hostilities, riot, civil disturbance, inability to secure materials and industrial disputes (excluding disputes involving the employees of either Party).
- “Initial Term”** means the minimum contracted period of a Service as defined within the SOF as measured from the Service Commencement Date.
- “Intellectual Property”**

<b>"Rights"</b>	means all patents, rights to inventions, utility models, copyright and related rights, documents, data, text, brands, logos, information, specifications, drawings, trademarks, Service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
<b>"Master AUP"</b>	means the Master Acceptable Usage policy as defined within Schedule 3 of the applicable Service Terms and Conditions
<b>"MSA"</b>	means the CORETX Master Service Agreement.
<b>"NRC"</b>	means the Non-Recurring Charge to be paid by the Customer to CORETX in respect of the provision of a Services.
<b>"Parties"</b>	means CORETX and the Customer.
<b>"Payment Profile"</b>	means the period in which the Customer will make payment to CORETX for Services agreed under the SOF.
<b>"RFS Date"</b>	means the date that the Customer has requested for the Service to be provided.
<b>"Service"</b>	means the provision of a product or communication/data Services as described in the Service Details section of the SOF.
<b>"Service Charge"</b>	means the recurring charge to be paid by the Customer to CORETX for the period defined in the Payment Profile of the SOF for the agreed Services.
<b>"Service Commencement Date"</b>	means the date from when the beginning of the Initial Term is measured, as defined under Term and Termination in the MSA.
<b>"Service Credit"</b>	means a credit applied to the Customer's account in respect of an event of an unexcused failure by CORETX to achieve the SLA's defined in Annex A of the applicable Service Terms & Conditions.
<b>"Service Equipment"</b>	means any equipment provided to the Customer for the purpose of delivering a Service to the Customer.
<b>"Service Outage"</b>	means a period of time in which an active Service, provided by CORETX to the Customer, is unavailable in such a manner as defined in the applicable Service Terms & Conditions.
<b>"Service Term"</b>	means the Initial Term and any active Subsequent Term in which CORETX provides a Service to the Customer.
<b>"Service Terms &amp; Conditions"</b>	means the terms and conditions that form part of this Agreement that apply solely to the uptake of the applicable Service as defined by the SOF.
<b>"SLA"</b>	means Service Level Agreement as defined within Annex A of the applicable Service Terms & Conditions.
<b>"SOF"</b>	means the CORETX Service Order Form.

**“Subsequent Term”**

means the extension of the Service Term by a period as defined in the SOF which shall commence in conjunction with the conclusion of the Initial Term or any other Subsequent Term.

**“Support Services”**

means Services that are provide by CORETX or its representatives in support to a Service that is being delivered by CORETX.

**“Termination Notice Period”**

means the minimum period of time that CORETX or the Customer must provide to the other Party prior to the end of the Initial Term or any Subsequent Term in order to conclude the Services as defined in the applicable Service Terms & Conditions.

## 3 Service Provision

- 3.1. The Customer may, from time to time, send SOF's to CORETX. Any SOF shall be in the format provided by CORETX and may be modified from time to time by CORETX and notified to the Customer. CORETX may, at the sole discretion of a duly authorised officer of CORETX, choose to accept requests for Services in other formats as delivered by the Customer. In such event, CORETX shall provide written notification within 48 hours of receipt of the Customer's request for Service of CORETX's intent to accept the request for Service. For the avoidance of doubt, should the Customer not receive any such notification from CORETX within the allotted 48-hour period, it shall not be construed as a tacit response on the behalf of CORETX.
- 3.2. Each SOF shall only be deemed as accepted and binding to both the Parties upon the counter signature of the second Party on the SOF. Such acceptance includes CORETX's satisfaction of appropriate credit checks against the Customer. Except as otherwise agreed in writing by the Parties, the Customer shall not be obliged to submit, nor shall CORETX be obliged to accept, any SOF.
- 3.3. CORETX shall provide and maintain each Service during the Service Term as specified in the SOF.
- 3.4. CORETX may, for operational reasons, change the technical specification of a Service from time to time provided that any change does not materially affect the performance of the Service to the Customer.
- 3.5. Ownership of Service Equipment shall at all times be retained solely by CORETX, unless specifically stated to the contrary in the applicable SOF.
- 3.6. Support Services provided by CORETX are subject to availability as confirmed by CORETX to the Customer upon request.
- 3.7. All Services are provided on a business to business basis and are not provided for consumer purposes.

## 4 Payments

- 4.1. In consideration of the provision of Services by CORETX, CORETX shall invoice the Customer and the Customer shall pay the Fees set out in the Agreement.
- 4.2. All Service Charges, with the exception of the Service Charges in respect of the first period following the Service Commencement Date, shall be paid to CORETX's nominated bank account in accordance to Payment Method and Payment Profile agreed in the SOF. Service Charges in respect of the first period following the Service Commencement Date, which may include any NRC Fees as set out in the SOF, shall be invoiced on immediate payment terms and payment by the Customer shall be made via electronic transfer to CORETX's nominated bank account in advance of the provision of Service. CORETX shall not begin or progress any aspect of an accepted SOF nor

shall it request, reserve or pre-order any equipment components or Services with any third party or begin to perform any of the requirements of the SOF without receipt of clear funds in respect of the Service Charges for the first period following the Service Commencement Date and the NRC's.

- 4.3. All Fees shall be paid by the Customer in cleared funds and without deduction or set-off. In the event that the Customer is required to make international transfers, the Customer shall be solely responsible in respect of any additional bank charges incurred.
- 4.4. Subject to Clauses 4.13, 4.14, 4.15, 4.16 and 4.17, the due date for payment of any Fees shall be made by the Customer in accordance with the Payment Profile of the applicable SOF. If any Fees or costs become overdue or are wrongfully withheld after the due date for payment, such amount shall bear an interest rate of 8% over base in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the due date for payment to and including the date on which such Fees or costs are paid or discharged.
- 4.5. Subject to Clauses 4.21, 4.22 and 6.1, unless specifically stated to the contrary in the applicable Service Terms & Conditions CORETX shall not increase the Fees for a Service during the Initial Term.
- 4.6. CORETX shall be entitled, 30 days prior to the expiry of the Initial Term or any then active Subsequent Term, to increase Fees for the Service's next Subsequent Term, upon providing to the Customer 90 days' prior written notification.
- 4.7. Pursuant of Clause 4.17, Service Charges for a Service shall accrue on the Service Commencement Date and may be invoiced on or at any time thereafter.
- 4.8. With exclusion of Excess Usage that shall be invoiced monthly in arrears, Services shall be invoiced to the Customer in accordance with one of the Payment Profiles listed in Clause 4.9, as confirmed in the SOF of the applicable Service. For the avoidance of doubt, the Payment Profiles provided below are applicable to specific Services as advised from time to time by CORETX and agreed with the customer in the SOF.
- 4.9. Payment Profiles
  - a) **Initial Term in advance** Payment in advance of the Initial Term for Service Provision (included but limited to NRC Fees and the Service Charge). Subsequent Terms invoiced on 30-day terms prior to the beginning of the period.
  - b) **Annually in advance** Payment in advance of 1 year of Service provision. Subsequent Terms invoiced on 30-day terms prior to the beginning of the period.
  - c) **Quarterly in advance** Payment in advance of 3 calendar months of Service provision. Invoiced on 30-day terms prior to the beginning of the period. First invoice shall be pro-rata of the first month plus two additional calendar months.
  - d) **Monthly in Advance** Payment in advance of the calendar month of Service provision. Invoiced 30-day terms prior to the beginning of the period. First invoice shall be pro-rata of the first month plus 1 additional calendar month.
- 4.10. Services shall be paid by the Customer in accordance with one of the Payment Methods listed in Clause 4.11, as confirmed in the SOF of the applicable Service. For the avoidance of doubt, the



payment methods provided below are applicable to specific Services as advised by CORETX from time to time and agreed in the SOF.

- 4.11. Payment methods are:
  - a) Direct Debit Mandate;
  - b) Standing Order;
  - c) BACS Transfer.
- 4.12. All Fees specified in the Agreement or any SOF's are exclusive of VAT or similar taxes, and the Customer shall, upon presentation of a valid VAT invoice, pay any such VAT or similar taxes as appropriate.
- 4.13. All invoicing provided by CORETX to the Customer shall be produced in accordance with the agreed SOF. The invoice shall be deemed to be correct and properly due unless, acting reasonably and in good faith, the Customer disputes the invoice or parts thereof within 14 days of the invoice date. If the Customer does not dispute any aspect of the invoice within the 14-day period, the invoice shall be deemed due for payment in accordance with the Payment Profile.
- 4.14. The Customer shall pay any undisputed part of the invoice in accordance with the Payment Profile.
- 4.15. CORETX shall have 7 days to either confirm or correct the invoice in respect to the raised dispute.
- 4.16. If CORETX fails to resolve the disputed part of the invoice within 7 days, it shall be held as not properly due until such time that the matter is reasonably resolved. Upon resolution of the dispute the correct amount shall become due for payment.
- 4.17. Upon the Service Commencement Date, Service provided by CORETX to the Customer shall be deemed to be functional and fit for purpose unless the Customer delivers written notification to CORETX that the Service has not been provided in accordance with the agreed SOF within 3 days of the Service Commencement Date. In the event that CORETX finds the Service not fit for purpose, CORETX shall aim to resolve the matter as soon as reasonably practicable and the Service Commencement Date shall be amended accordingly.
- 4.18. In the event that a Customer account becomes overdue for payment, CORETX reserves the right to deny access (either physically or remotely) to the Service. CORETX also reserves the right to serve in writing a 7-day notice of disconnection to the Customer's billing contact. Should payment not be received within the 7-day notice period, CORETX reserves the right to take either or both of the following actions:
  - a) Lock the Customer's account;
  - b) Power down and disconnect any physical equipment.
- 4.19. Where a disconnection of Service has occurred as a result of a Customer's breach of the payment terms, a reinstatement/reconnection Fee of £195 will be applied to the Customer account. The Customer shall be required to pay in full the reconnection Fee in addition to full payment of all properly due amounts on the Customer account, prior to access or reconnection to the Customer's Service being granted.
- 4.20. If a properly due invoice remains unpaid for more than 30 days after the due date, CORETX may exercise a general lien over any Customer Equipment stored with CORETX (including but not limited to Customer Equipment held on behalf of the Customer at a Colocation facility). CORETX shall be entitled, upon written notice (or immediately if the Customer is found to be in insolvency),

to seize and thereafter dispose of such equipment as CORETX deems fit and apply any proceeds, firstly to the cost of disposal, and secondly against the amounts unpaid. In conducting any sale CORETX shall act in good faith but shall owe the Customer no other duty. For the avoidance of doubt, CORETX shall not be liable for any loss of data or electronic content stored on the equipment.

- 4.21. The Fees specified in an SOF are exclusive of, and may be increased with 30 days' written notice as a result of, imposition by any governmental authority of any tax, impost, levy or charge including, but not limited to, any 'green levy', CRC Costs, climate change levy or fibre tax. For the avoidance of doubt, CORETX confirms that only the actual proportional increase will be passed to the Customer.
- 4.22. CORETX reserves the right at any point during the Service Term, to pass to the Customer at cost and with 30 days' prior written notice, any increase received from a CORETX supplier to any component of the Customers Service. Such increases may include but is not limited to, power cost increases.

## 5 Deposits

- 5.1. Where appropriate, CORETX shall perform a credit check on all Customers prior to the acceptance of any SOF. At CORETX's sole discretion, CORETX may choose to request a deposit from the Customer prior to the acceptance of any SOF. CORETX shall refund any balance of the deposit to the Customer where it ceases to provide the relevant Service, provided the Customer has paid any outstanding Fees. CORETX reserves the right to offset any undisputed outstanding amounts on the Customer account against the provided deposit, should the Customer fail to adhere by the agreed Payment Method or Payment Profile as defined in the SOF.

## 6 Retail Price Index

- 6.1. CORETX reserves the right, upon the anniversary of the Service Commencement Date, or at any point thereafter during the respective 12-month period, to increase the cost of any Service provided to the Customer by the higher of either the nationally released Retail Price Increase ("RPI") or 5%. Any such increase shall be provided with no less than 30 days' prior written notice.

## 7 Term & Termination

- 7.1. The Customer hereby acknowledges that CORETX's pricing structure takes into account many factors, including without limitation, other carrier commitments, initial costs, where appropriate advance replacement equipment levels, spare parts stock, technical staffing, administrative staffing and insurance arrangements. Strict adherence to term commitments and notice periods are therefore of the essence.
- 7.2. The Initial Term of each Service (measured from the Service Commencement Date) shall be for a period as defined in the applicable SOF and the Customer agrees to pay for the Services during the Service Term. After expiry of the Initial Term or any active Subsequent Term, the Service Term shall be immediately extended by the Subsequent Term unless terminated by either Party in accordance with the Termination Notice Period defined within the applicable Service Terms & Conditions. In the event that notice of termination is not received by either Party in accordance with the Termination Notice Period, the service shall be renewed for the Subsequent Term. Pursuant of Clause 4.17, the Service Commencement Date shall be the first to occur of the following:

- i) The date the Customer begins using the Service.
  - ii) The RFS date where the connection notice has been issued on or before the RFS date
  - iii) The date of the Connection Notice where issued after the RFS date
- 7.3. Subject to Clauses 13, 19 and 20 the Customer may cancel this Agreement with immediate effect upon completion of all of the following;
- i) providing reasonable prior written notice of the Customer's intent to terminate the Agreement.
  - ii) Full payment of all ETF's as defined in Clause 7.4 for Services agreed in a signed SOF irrelevant of whether the Service is;
    - a) active; or
    - b) is due to be provided under an accepted SOF; or
    - c) has been provided but payment has not been received.
  - iii) strict adherence to any termination Customer obligation as defined within the applicable Service Terms & Conditions.
- 7.4. In the event that a Customer wishes to terminate all Services, or parts thereof, the Customer shall be liable to pay in full the following ETF's:
- i) 100% of the NRC's agreed in the SOF;
  - ii) 100% of the Service Charges for the remainder of the Initial Term, or any active Subsequent Term;
  - iii) Any outstanding Fees for use of Support Services during the Service Term.
- 7.5. Subject to Clause 7.6, should CORETX fail to provide any specific part of a Service agreed within an SOF by the RFS Date, the Customer shall be entitled to serve written notification of such failure. Upon receipt of such notification, CORETX shall endeavour to remedy such failure within the Cure Period. If CORETX has not provided the Service upon completion of the Cure Period, the Customer may cancel the specific Service with immediate effect upon providing written notification. In such event, the Customer will not be liable for any ETF's but the Customer will liable to pay for any Services that have actually been provided.
- 7.6. The Customer may terminate a Service pursuant of Clause 7.5 at any point after the completion of the Cure period until such point where the Service is delivered. If the Customer does not terminate the Service pursuant of Clause 7.5 and subsequently CORETX then delivers the Service, the Initial Term of the Service shall apply and the Customer's ability to terminate the Service pursuant of Clause 7.5 shall be revoked.
- 7.7. Without prejudice to any other rights or remedies that CORETX may have in this Agreement, CORETX may terminate this Agreement without liability to the Customer immediately upon written notice if the Customer:
- a) fails to pay any past due balance for a Service (other than amounts reasonably disputed under Clause 4.13) within 14 days after written notice from CORETX; or

- b) fails to cure a breach of the terms and conditions of this Agreement within 30 days of written notification or, in relation to a specific Service, as stipulated otherwise in the applicable Service Terms & Conditions; or
  - c) repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify to CORETX that the Customer's conduct is inconsistent with having the intention or ability to give effect to the terms of the Agreement; or
  - d) makes a material misrepresentation in any submission of information in a SOF or any other information submitted to CORETX; or
  - e) engages in conduct that in CORETX's reasonable opinion (acting in good faith) causes or is likely to cause damage to CORETX's network, facilities or third parties using such network or facilities; or
  - f) engages in any fraudulent use of Service; or
  - g) enters into any bankruptcy, insolvency, receivership or winding up proceeding is commenced.
- 7.8. Without prejudice to any other rights or remedies which the Parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other upon violation of any law, rule, regulation or policy of any government authority related to the Services.
- 7.9. Notwithstanding the foregoing, CORETX may cease providing Services if CORETX receives an order of any court or other government authority having jurisdiction which prevents CORETX from furnishing Services.

## 8 Service Terms & Conditions

- 8.1. The most recent applicable Service Terms & Conditions for a Service provided by CORETX to a Customer can be found at <http://www.coretx.com/terms-conditions>. Each SOF shall be governed by the most recent version of the applicable Service Terms & Conditions at the point of acceptance of the SOF. For the avoidance of doubt, any SOF accepted by CORETX and governed by previous Service Terms & Conditions shall continue to be governed by the previous Service Terms & Conditions until the Service is terminated or superseded.
- 8.2. Pursuant of Clause 8.1, Service Terms & Conditions in respect of Services provided shall be incorporated into Schedule 2 of this Agreement from time to time upon acceptance by CORETX of an SOF that is agreed with the Customer. The applicable Service Terms & Conditions shall be determined by the Service selected in the "Service Type" section of the SOF. For the avoidance of doubt, Service Terms & Conditions for Services that are not included within an accepted SOF are not incorporated into this Agreement until such time that an SOF acknowledging the Service type is agreed between the Parties.

## 9 Service Outages, SLAs, Service Credits & Priorities

- 9.1. Service Outages are measured (as confirmed by CORETX) from the earliest of the following circumstances:

- a) The time and date stated of the Service Outage on the CORETX NOC; or
  - b) The time and date of the support ticket, that is provided by the Customer; or
  - c) The time and date recorded by CORETX's monitoring systems.
- 9.2. The Customer shall only be entitled to Service Credits if, at the point of the Service Outage, all correctly due invoices on the Customer account are paid in full.
- 9.3. Subject to Clause 9.2, the Customer must provide to CORETX, within 30 days of the completion of the Service Outage, written notification of the Customer's intent to claim a Service Credit. In the event that the Customer fails to request the Service Credit within the allotted 30-day period, the Customer forfeits the right to make any such claim.
- 9.4. In the event that more than one SLA is breached in a specific location of Service delivery, the Customer shall only be entitled to request Service Credits in relation to the highest payable SLA. For the avoidance of doubt, should the SLA of a subsidiary Service be breached due to the loss of an integral part of an interdependent Service, the Customer shall only be entitled to claim Services Credits for the one highest payable SLA and all other Service Credits shall become void. If two SLA's are breached in a specific location and both have equal value, only one SLA shall be payable and the second shall be deemed as void.

## 10 Warranties

- 10.1 In performing its obligations under this Agreement, CORETX shall at all times exercise the reasonable skill and care of a competent telecommunications operator.
- 10.2. **CORETX DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT OR SERVICE SHALL BE UNINTERRUPTED OR ERROR FREE. CORETX DOES NOT WARRANT NON-INFRINGEMENT IN RELATION TO ITS PRODUCTS OR SERVICES.**
- 10.3. **CORETX DOES NOT MONITOR THE CONTENT OF CUSTOMER DATA OTHER THAN AS REQUIRED BY LAW. TO THIS EXTENT CORETX IS A MERE CONDUIT AND ALL RESPONSIBILITY AND LIABILITY IN RELATION TO THE CONTENT TRANSMITTED, RETAINED OR USED IN CONJUNCTION WITH OR ON CORETX SERVICES RESIDES SOLELY WITH THE CUSTOMER (INCLUDING WITHOUT LIMITATION LICENCING, DATA INTEGRITY, DATA CONTENT AND DATA DISSEMINATION).**
- 10.4. Excluding Clause 10.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

## 11 Liability

- 11.1. Subject to Clause 11.3, but notwithstanding anything else in this Agreement, the Customer's sole and exclusive remedy and CORETX's sole liability for unavailability, delay in provision or unsatisfactory performance of a Service shall be Service Credits as defined within the SLA set out in Annex A of the applicable Service Terms & Conditions.
- 11.2. Subject to Clauses 11.1 and 11.3, CORETX's total aggregate liability in this Agreement due to tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of this Agreement shall be limited to the lesser of:

- a) 110% of the Fees payable for the Services (excluding VAT or similar taxes) by the Customer during the 12-month period immediately preceding the date of the relevant claim; or
  - b) £20,000.
- 11.3. Nothing in this Agreement shall serve to limit either Party's liability in respect of death or personal injury caused by or arising from that Party's negligence, fraud or fraudulent misrepresentation.
- 11.4. Under no circumstance (whether it is before, during or after the termination of this Agreement) shall CORETX be liable to the Customer or any third party (including without limitation end users of the Service) and the Customer shall indemnify and hold harmless CORETX against any claim that may be raised against CORETX as a result of any failure to send, receive or record data, or for any loss of or corruption to data, programs or general content held or used by or on behalf of the Customer whilst utilising a CORETX Service. Furthermore, the Customer shall ensure at all times that it holds, maintains and secures adequate backup copies of any content, (including without limitation data or programs) held or used on or in relation to a CORETX Service. CORETX does not guarantee continuous Service at any particular time, or integrity of data stored or transmitted via its system, the internet or the CORETX network.
- 11.5. The Customer shall be solely responsible for establishing and maintaining user-access security to Services provided.
- 11.6. Under no circumstances will CORETX be held liable for the corruption of data or systems that may occur as a result of a virus, hackers or cause generated from any unauthorised user or security breaches. All costs related to the securing of servers shall be borne by the Customer.
- 11.7. CORETX shall not be liable in relation to any damages caused to Customer equipment with the exception of negligence or omission caused directly by CORETX.
- 11.8. Should any limitation or provision contained in this Clause 11 be held invalid under any applicable statute or rule of law it shall to that extent be deemed omitted from the Agreement.
- 11.9. Subject to Clause 11.3, CORETX shall not be liable for:
- a) loss of profit; or
  - b) loss of business; or
  - c) any loss or depletion of goodwill and/or similar losses; or
  - d) loss of goods; or
  - e) loss of contracts; or
  - f) loss of use; or
  - g) anticipated savings; or
  - h) corruption of data, software or general information;
  - i) any special, indirect, consequential or economic loss, costs or damages, charges or expenses.
- 11.10. The Customer shall indemnify CORETX for any direct loss incurred by CORETX due to the Customers (including the Customer's representatives Service users) breach of this Agreement.

- 11.11. CORETX accepts no liability for, and the Customer will hold harmless and indemnify CORETX in the event that CORETX's staff (in good faith) act on an instruction given via the ticketing system from an registered valid email address or telephone instruction which is given using a valid telephone verification password which was issued by the Customer to CORETX via the Customer Information form (or as updated in writing by the Customer from time to time).
- 11.12. CORETX may, in CORETX sole reasonable opinion, choose to decline a Customer request and the Customer will indemnify and hold harmless CORETX of such decision should CORETX choose to not process the request where it believes that such request is of a fraudulent nature.
- 11.13. Nothing shall preclude the Customer from providing other Services derived from the Services to third parties, provided that any use of such Services shall be subject to the provisions of this Agreement. The Customer shall at all times remain solely liable for the obligations ascribed to it under this Agreement and the Customer agrees to indemnify, defend and hold CORETX harmless against and assumes all liability for all actions, demands, damages or claims of any nature arising out of or resulting from a contractual or other relationship between the Customer and any such third parties as it relates to this Agreement or the use of the Services provided under this Agreement.
- 11.14. Notwithstanding any other provision of the Agreement, the Customer agrees that no proceedings shall be commenced against CORETX under the Agreement more than 6 years after the event giving rise to the proceedings has occurred (save in the event of fraud or deliberate concealment by CORETX).

## 12 Insurance

- 12.1. The Customer shall be solely responsible for, and shall ensure that it has adequate insurance levels in place with a reputable insurer, to cover any loss or damages of the Customer that may arise as a result of the provision or lack of provision of CORETX Services to the Customer. For the avoidance of doubt, any liability in relation to any short fall in Customer insurance levels shall be the sole responsibility of the Customer. Furthermore, the Customer waives all claims and rights of recovery by subrogation against CORETX and its representatives.
- 12.2. The Customer shall also ensure that it holds suitable insurance for (including but not limited to) any loss or damage caused to CORETX's Service Equipment, any facility that the Customer's equipment may reside in or to CORETX's employees due to an act of negligence or default of the Customer, its employees or agents or caused by any malfunctioning of Customer provided equipment.
- 12.3. CORETX hereby confirms that it maintains the following insurance as detailed below:
  - a) Employer's Liability insurance;
  - b) Public Liability insurance;
  - c) Product Liability insurance; and
  - d) Professional indemnity insurance.

## 13 Intellectual Property Rights

- 13.1. All Intellectual Property Rights in relation to CORETX owned products and Services shall be retained by CORETX. For the avoidance of doubt, no Intellectual Property Rights shall be passed to

the Customer. CORETX licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services. If the Agreement terminates, this licence shall automatically and immediately terminate.

## 14 No waiver

- 14.1. Failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

## 15 Severability

- 15.1. If any provision of this Agreement is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of the Agreement shall, to the extent possible, remain legal, valid and enforceable.

## 16 Variation

- 16.1. Unless specifically predetermined within the terms and conditions of this Agreement, no amendments shall be made to the Agreement without an addendum produced by CORETX and counter signed by a duly authorised officer.
- 16.2. CORETX may amend any part of this Agreement with immediate effect to comply with any law or a ruling or a decision of any governmental or regulatory body. CORETX shall ensure that it provides notification of any such amendment to the Customer as soon as reasonably practicable.
- 16.3. CORETX, acting reasonably and in good faith, may amend Schedule 3 or Annex B of any applicable Service Terms & Conditions at any time for the purpose of:
- a) ensuring the health & safety of any Customer, CORETX employee or third party; or
  - b) taking preventative or corrective measures to protect the CORETX network, any facilities where CORETX provides Services, any Customer equipment or Service Equipment; or
  - c) ensuring the on-going provision of CORETX Services.

## 17 Force Majeure

- 17.1. Notwithstanding anything herein to the contrary, neither Party shall be liable for any delay or failure in performance of any of its obligations under this Agreement (other than payment obligations for Services provided as set out in Clause 4) to the extent that such delay or failure is attributable to a Force Majeure Event, and the Service Term of any Service rendered unavailable by the Force Majeure Event shall be extended by the time that the Service is rendered unavailable.

## 18 No Partnership

- 18.1. Subject to the agreed and accepted CORETX Partner Agreement and the terms and conditions therein, nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute or be deemed to constitute between the Parties a partnership, association, joint venture, or other cooperative entity.



## 19 Non-Solicitation

19.1. The Customer hereby agrees that it shall not knowingly solicit for employment, offer employment to or employ any of CORETX's employees either during the Service Term; or for a period of 5 years after the termination of this Agreement. The Customer agrees to indemnify CORETX for liquidated damages to the value of 100% of the solicited employee's annual wage prior to leaving the employment of CORETX. This Clause 19.1 shall survive for a period of 5 years post the termination of this Agreement.

## 20 Confidentiality

20.1. Both Parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the one Party (the "**Receiving Party**") by the other Party (the "**Disclosing Party**"), its employees, agents, consultants or subcontractors and any other confidential information concerning the Disclosing Party's business or its Services which the Receiving Party may obtain.

20.2. The Receiving Party may disclose such information:

- a) to its employees, officers, representatives, advisers, agents or subcontractors on a 'need to know' basis for the purposes of carrying out the Receiving Party's obligations under the Contract;
- b) as may be required by law, court order or any governmental or regulatory authority; or
- c) in the event that it enters the public domain other than as a result of the act or omission of the Receiving Party.

20.3. The Receiving Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Clause 20.

20.4. The Receiving Party shall not use any such information for any purpose other than to perform its obligations under the Contract.

20.5. All confidential information (including without limitation tools, drawings, specifications, data and other information as advised by CORETX from time to time) supplied by CORETX to the Customer shall, at all times, be and remain the exclusive property of CORETX. The Customer shall ensure the safe custody until returned to CORETX, and shall not be disposed of or used other than in accordance with CORETX's written instructions or authorisation.

20.6. Subject to obtaining the other party's prior written permission (such permission not to be unreasonably delayed or withheld), each party agrees that the other party may refer to a relevant description of the other party's business in any of its marketing material or on its website. Each party grants to the other party a royalty-free licence to use any of the other party's trade names and trademarks solely in connection with such marketing and subject to the other party's prior written approval.

## 21 Errors and Omissions

21.1. Any typographical, clerical or other error in any sales literature, marketing materials, quotations, price lists or other documents issued by CORETX or contained on any page of the CORETX website shall be subject to correction without any liability on the part of CORETX. For the

avoidance of doubt, CORETX sales literature or marketing materials appearing on the CORETX website or in printed form are not incorporated into and do not form part of this Agreement.

- 21.2. Under no circumstance shall any amendments made to this Agreement be deemed to be valid and binding unless made by a member of CORETX staff and counter signed by a CORETX duly authorised officer.

## 22 Assignment

- 22.1. Neither Party may assign any of its rights under this Agreement without the written consent of the other (which consent shall not be unreasonably withheld or unduly delayed).

## 23 No Waiver

- 23.1. Failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise of enforcement of any such or other right on any later occasion.

## 24 Notices

- 24.1. All notices provided under this Agreement, by the Customer to CORETX, shall be in writing and shall be delivered by hand or by prepaid recorded or registered post or by electronic transmission if immediately confirmed by post. Notice shall be deemed to have been served immediately if delivered by hand or 48 hours after such posting or such transmission.
- 24.2. All notices provided under this Agreement, by CORETX to the Customer, shall be in writing and shall be delivered by hand or by prepaid recorded or registered post or by electronic transmission. Notice shall be deemed to have been served immediately if delivered by hand or 48 hours after such posting or such transmission.
- 24.3. Posted communications are to be sent to the following address;

**CORETX Connect Limited**  
County Gates House,  
300 Poole Road,  
Westbourne,  
Poole BH12 1AZ

## 25 Entire Agreement

- 26.1. This Agreement and any documents referred to herein expresses the entire understanding of the Parties relating to its subject matter and supersedes all previous written or oral Agreements, understandings, or representations insofar as they relate to its subject matter.

## 26 Governing Law

- 27.1. This Agreement shall be governed by English law and the Parties shall submit to the exclusive jurisdiction of the English courts.



# Schedule 1 - Change Control Procedure

## 1 Definitions

This Schedule 1 describes the processes under which a Service during a Service Term may be amended. In this Schedule 1 the following terms shall have the following meanings:

**“Change”** means any variation, revision or alteration to an active Service which shall be introduced in accordance with the Change Control Procedure as set out in this Schedule 1;

**“Change Request”** means a written request made by either Party for a Change, which will include, where appropriate, a feasibility assessment, impact on the Services, impact on the Fees, resource requirements, implementation timescales and any such other matter which is relevant to the proposed Change;

**“Change Request Form”** means the document provided under this Schedule which shall be used to acknowledge the amendments agreed by both Parties of the Change;

**“Change Request Manager”** means the Customer’s duly authorised officer who is permitted to authorise amendments to the Service.

1.1 Unless stipulated within the Agreement, neither Party will introduce a Change to a Service during the Service Term unless in accordance with the Change Control Procedure set out in this Schedule 1.

1.2 Each party shall act in good faith and will not unreasonably withhold or unduly delay its acceptance to any Change Request.

1.3 CORETX will be responsible for progression of all Changes in accordance with timescales agreed between CORETX and the Customer, subject to any timescales set out in any applicable law or documentation provided by a duly authorised regulatory body.

1.4 CORETX will provide to the Customer on request, a summary of all Changes requested including a status report of Changes in progress.

1.5 Where a Change impacts on the Services, the cost of the Change may vary the Fees, provided that such Change and variation to the Fees has been agreed by both Parties in accordance with the Change Control Procedure.

1.6 Either Party may initiate a Change.

## 2. Process

2.1 The Party requesting the Change will submit the Change Request to the other for the attention of the Customer Change Request Manager or the CORETX manager, respectively. The Change Request may reference other documentation which contains details of the requirements for the Change.

2.2 CORETX will assign a reference to the Change Request which shall then be used by both Parties in all correspondence between the Parties in respect of that Change Request.

2.3 The recipient party shall provide an initial response within 7 days.

- 2.4 If the Change Request is agreed (with or without amendments), CORETX shall prepare a draft Change Request Form, for approval by the Customer. If the Change Request is not agreed within 30 days, the parties shall meet to try to resolve the issue.
- 2.5 Only when the Change Request Form has been signed by both Parties shall the amendment constitute a variation to this Agreement.
- 2.6 Either Party may refuse to authorise a Change Request from the other if the Change proposed is not considered reasonable or practicable. A decision to reject a Change Request by either Party shall be accompanied by supporting justification in writing.
- 2.7 CORETX may refuse to authorise a Change Request (and such refusal shall be deemed to be a reasonable ground for refusal) where;
  - a) the Customer's intent is to reduce the value of the Agreement within the Initial Term or any active Subsequent Term; or
  - b) in CORETX's sole opinion, such proposed Change will detrimentally affect other Customers or CORETX ability to provide the Service.
- 2.8 CORETX and the Customer will work together to manage the Change and any subsequent implementation.

# Change Request Form

Company Name	Example - A Company	Company Registration No.	Example - 012345678
Change Request	Example - A Name		

## Sales Order Form Details

SOF Reference	Example - A Ref
Support Doc	Example - A Ref

## Amendment Details

Component to be amended	Example - Company details e.g. company name, address, telephone) / Service(s).
Previous component	Example - A Old Name
Amended component	Example - A New Name
Reason for amendment	Example - Customer Request
Start date of amendment	Example - 01/01/01
Fee/Invoice adjustment (ex vat)	Example - £0.00

## Schedule 2 – Service Terms & Conditions

Service applicable Service Terms & Conditions shall be incorporated into the Agreement from time to time as agreed by the Parties pursuant of Clause 8.2.

## Schedule 3 – Master AUP

1. This Master AUP provides the regulations for which CORETX Services or may not be used. It is the responsibility of the Customer at all times to ensure that officers, employees, contractors of the Customer, along with any users of the Customer's service that is derived from a CORETX Service, strictly abide by the AUP below.
2. The Customer must utilise the Service provided by CORETX in accordance with all applicable national and international legislation pertaining to the use of internet services which includes but is not limited to access of systems, email address use and marketing campaigns, content and storage.
3. The Customer shall be responsible for the security of their assigned IP addresses. The Customer shall ensure that the Customer's network is and remains secure and does not allow abuse or used to attack third parties.
4. CORETX reserves the right to take all reasonable including but not limited disconnection of the Customer services and removal or any potential threat to CORETX's network or another parties network or systems.
5. CORETX does not actively monitor Customer traffic but reserves the right to do so for the purpose of ensuring adherence to the Agreement or pursuant of any request from a duly authorised governing body.
6. CORETX reserves the right amend this Master AUP from time to time. Should CORETX amend this Master AUP it shall notify the Customer accordingly and shall post such revised copy on the CORETX website ([www.CORETX.co.uk](http://www.CORETX.co.uk)). Upon such notification the then most current version of the AUP shall be immediately incorporated into the Agreement between the CORETX and the Customer.
7. The following activities are strictly prohibited;
  - Unauthorised access or use of computer or network resources which may include (but is not limited to) passive or non-invasive techniques such as security-hole scanning or bulk email bouncing, unauthorised attempts by a user to gain access to any account or computer resource not belonging to that user (e.g. "cracking") by any method (e.g. physical or social), unauthorised access, alteration, destruction or disruption, or any attempt thereof to CORETX, CORETX Customers or other third party data and services, obtaining or attempting to obtain service by any means or device with intent to avoid payment, forging of any IP packet in order to "spoof" the source, forging of any part of the header information in an e-mail or newsgroup posting to make it look as though it has come from a different source, hosting or advertising of a site deliberately created to look like a third party web site for the purpose of fraud or disclosure of confidential information.
  - DDoS/Denial of Service attacks including but to limited other variations such as SYN flood attacks, and giant packet Ping attacks, smurf amplifier, SQL Slammer or any other form of attack that places excessive traffic, use of resource or request on a third parties network and systems.
  - Any unsolicited commercial advertisements to personal emails address, mailing lists or usenet discussions groups where the third parties have not specifically permitted the advertising party to provide such material.
  - Bulk email or usenet spamming.
  - Transmission, distribution or storage or any material that is prohibited as a violation of any applicable law or regulation that shall include but is not limited to material protected by copyright, trademark, official secrets act or other intellectual property rights used without proper authorisation, and material that is obscene, defamatory, constitutes and illegal threat or violates import or export control.
  - Use of Services that aids in the act of exploit of minors, distribution of copyrighted or licensed material or the harassment of individuals or racial/ethnic groups.



8. Should you become aware of any violation of this Master AUP then please contact CORETX immediately.

## Document Control

Document Owner: Legal Department

Document Version Control

Version/ Status	Release Description	By	Date of Issue
V.1.0 Issue	Issued for use	Michael Brook, Legal	07/07/2016