

This Services contract and applicable attachments constitute the entire agreement entered into by the Parties. Under this contract the Customer may purchase Services.

PARTIES:

- (1) **Carrenza Limited**, a company incorporated in England and Wales (company number 04189775) and having its registered office at 4th Floor, 118 Commercial Street, London, E1 6NF ("**Carrenza**"); and
- (2) [**Enter Customer legal name**], a [**enter organisation type**] registered in [**enter country of registration**] (company number [**enter company registration number**]) and having its registered office at [**enter customer's registered address**] ("you", "your", or the "**Customer**"), (each a "**Party**" and together the "**Parties**").

COMMERCIAL TERMS

- (A) The contract between us is made with effect from the Effective Date, in accordance with and subject to the attached cloud services contract.
- (B) The Effective Date shall be the latter of the two signature dates below.
- (C) The minimum commitment under the attached cloud services contract is [**insert figure for minimum commitment**] per month (the "**Minimum Commitment**").
- (D) Your obligation to pay the Minimum Commitment to Carrenza will begin on the Effective Date.
- (E) The following discounts will apply: **XX%** discount for all Services, except that this discount will not apply to fees in connection with Amazon Web Services, Google Services, VMware vCloud Air Services, Software licences and Services resold by Carrenza on behalf of a third party.
- (F) Your obligation to pay the Minimum Commitment to Carrenza will last for an initial term of [**insert period of time**] (the "**Initial Term**").

SIGNED for and on behalf of **Carrenza Limited**

SIGNED for and on behalf of **Customer**

By:

By:

Name:

Name:

Title:

Title:

Signature Date:

Signature Date:

Address: 4th Floor,
118 Commercial Street
London
E1 6NF
UK

Address:

1	Services	3.2	Before the commencement of the Services, you must provide to Carrenza a copy of the Customer Contact List. You must provide Carrenza with an updated version of the Customer Contact List if you wish to change either the identity or number of the Authorised Users. There is no limit on the number of Authorised Users.
1.1	Carrenza Services are described in a Service Description. When Carrenza accepts a Customer's order Carrenza will provide the Customer with the Services as set out in the Service Description. Services are designed to be available twenty four (24) hours a day seven (7) days a week, specific service level commitments, if applicable are specified in the relevant Service Description and SLA.	3.3	Carrenza will not provide access to the Services for any individual who is not an Authorised User as specified in the Customer Contact List.
1.2	This cloud services contract must be read in conjunction with the relevant Service Description and the SLA. Signature of the Signature Page of this cloud services contract on behalf of both you and Carrenza creates a legally binding contract made up of: (a) the Service Description; (b) this cloud services contract; (c) the SLA; and (d) any schedules or appendices referred to in these documents (collectively, the " Contract ").	3.4	Where Carrenza has provided you with secure passwords to access the Services for each Authorised User, you must ensure that each Authorised User keeps such passwords secure and confidential.
1.3	In the event of any discrepancy between this cloud services contract, the Service Description and the SLA, the following order of priority shall apply: (a) the Service Description; (b) the SLA; and (c) this cloud services contract.	3.5	Customer shall: (a) ensure that each Authorised User complies with the Contract as if it were a Party to the Contract; and (b) be responsible to Carrenza for any acts and omissions of each Authorised User as if they were Customer's acts and omissions.
1.4	The Services that you may request Carrenza to provide are set out on Carrenza's Site. Carrenza may update or amend the services it offers on its Site at any time at its absolute discretion.	4	Term
1.5	Carrenza may withdraw any of the Services on twelve (12) months' written notice. Carrenza will either continue to provide the relevant Service for the remainder of the Customer's unexpired Initial Term or work with the Customer to migrate to an alternative Cloud Service.	4.1	The Contract will take effect on the Effective Date and, unless terminated earlier under Clause 17, will continue for the Initial Term and thereafter will automatically renew for one (1) year periods unless terminated by either of us under Clause 17 or Clause 19.1 (the " Term ").
2	Ordering Services	5	Carrenza's commitments
2.1	If you wish Carrenza to provide Services an Authorised User must request them from Carrenza either:	5.1	Relevant licences. Carrenza confirms that it owns or is licensed to use the systems, products and materials necessary to provide the Services to you.
2.1.1	in Writing; or	5.2	Warranties. Carrenza warrants that:
2.1.2	through Carrenza's Site if Carrenza has provided you with the necessary access to its Site.	5.2.1	it will perform the Services using reasonable care and skill and using appropriately experienced and trained personnel;
2.2	If Carrenza accepts your order for Services, the Contract will apply to Carrenza's provision of such Services.	5.2.2	it will perform the Services in accordance with the SLA; and
2.3	You will be deemed to have accepted the Services immediately on the date that either:	5.2.3	each Service will conform materially to the applicable Service Description.
2.3.1	Carrenza provides you with access to the Services; or	5.3	Insurance. Carrenza will obtain insurance as may be required by Carrenza for provision of the Services. If you ask Carrenza to do so, Carrenza will provide you with copies of the relevant certificates of insurance.
2.3.2	you obtain access to the Services through a Carrenza's Site as set out in Clause 2.1.2 above.	6	Your Obligations
2.4	If Carrenza accepts your order for Services as set out at Clause 2.1 above, Carrenza will provide the Services to you until you request in Writing that the provision of such Services should be terminated.	6.1	Service Description. You will ensure that the Services specified in any Service Description meet your requirements. Carrenza will not be liable to you for any failure to meet your requirements other than as expressly set out in the Contract.
3	Access to the Services	6.2	Compliance with Carrenza's Acceptable Use Policy. You undertake that you will not use the Services: (a) unlawfully including, without limitation, for the distribution of any material that is obscene, unlawful, fraudulent, threatening, abusive, deceptive or libelous, or for the distribution of any viruses or harmful code; (b) for or in connection with the trafficking of drugs, arms, obscenities, fraudulent materials or materials that breach any third party Intellectual Property Rights; (c) in a way
3.1	You must maintain a record setting out all Authorised Users of the Services (the " Customer Contact List ").		

	that is intended to, or could cause a denial of service; (d) to interfere with any service that Carrenza provides; (e) to obtain or attempt to obtain goods or services without payment; or (f) for spamming, cracking or mail bombing.	8	Maintenance and support
6.3	Resale of the Services. You may resell the Services to third parties, provided that, prior to such resale, you enter into Carrenza's standard reseller agreement, the form of which Carrenza may update from time to time.	8.1	Carrenza will provide you with technical support services at your request. The Authorised Users (as identified in the Customer Contact List) will be authorised to contact Carrenza to request technical support services. Carrenza's support personnel will handle support calls only from the Authorised Users.
6.4	Insurance. You must obtain insurance including professional indemnity insurance, as may be required by you for provision of the Services by Carrenza. If Carrenza asks you to do so, you must provide Carrenza with copies of the relevant certificates of insurance.	8.2	Carrenza technical support staff will accept voicemail, e-mail and web form-based incident reports submitted by the Authorised Users during the Business Day. Carrenza's technical support call centre will accept calls for English language telephone support twenty four (24) hours a day seven (7) days a week. Carrenza will process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to your Authorised Users in accordance with the applicable SLA. Carrenza's technical support call centre will respond to all support requests from the Authorised Users within the time periods specified in the applicable SLA, according to the priorities set out in such SLA.
6.5	Obligations in relation to your data. You will comply with your obligations relating to your data set out at Clause 11.5.		
6.6	Obligations in relation to Services.		
6.6.1	You acknowledge that Carrenza uses Third Party Software in the provision of the Services. You must not knowingly undertake any action or omit to do anything which would, so far as you are aware, cause Carrenza to breach the terms under which Carrenza licenses the Third Party Software.	9	Acceptance
6.6.2	If required by the relevant Third Party Software licensor, you will enter into a licence agreement with such licensor. You will comply at all times with the terms of all such licence agreements and, upon request, must certify in writing to Carrenza details of all such Third Party Software licences that you have entered into together with confirmation of your compliance with the software licence terms.	9.1	If the Service Description states that acceptance tests are applicable to the Services that you order, acceptance testing will be carried out in accordance with the applicable Service Description.
6.6.3	You must immediately notify Carrenza if, through the use of the Services, you utilise, operate or engage any system (or systems) that has the ability to: a. accept card payments or other forms/mechanisms for online payment (including online payment gateways); and/or b. access systems which are capable of accepting card payments or other forms/mechanisms for online payment (including online payment gateways).	10	Payment
6.6.4	Failure to notify Carrenza under Clause 6.6.3 will be considered a material breach of the Contract.	10.1	The Fee payable in respect of the Services will be due immediately as of the date that you are deemed to accept the Services as set out in Clause 2.3.
7	Service Level Agreements	10.2	The Fee payable in respect of the Services shall be based on the following:
7.1	The SLAs applicable to the Services are as set out in the relevant Service Description.	10.2.1	The Fee due for Services provided in any given calendar month is determined by the quantity of Services used. The price for the Services is determined as the product of the published pricing and the discount set out on the Signature Page of this cloud services contract;
7.2	The SLA for a particular Cloud Service will apply from the point at which the Customer accepts the Service in accordance with Clause 2.3.	10.2.2	If the value of your usage of the Services falls below the value of the Minimum Commitment, you will still be liable to pay the Minimum Commitment for that month.
7.3	Unless otherwise stated in the applicable Service Description, the maximum Service Credits payable by Carrenza in any one month will not exceed 100% of the Minimum Commitment due for that month. The Service Credits set out in the SLA are your sole and exclusive remedy in respect of any failure (howsoever arising, whether in contract tort or otherwise) by Carrenza to meet the SLA.	10.3	Carrenza will invoice you for the Fees monthly in arrears.
		10.4	You will pay Carrenza's invoices in full and without any deduction or set off within thirty (30) days of the date of the invoice. You will pay Carrenza's invoices in pounds sterling by transfer to such bank account as Carrenza may from time to time notify to you.
		10.5	You will reimburse to Carrenza all pre-approved costs and expenses, either as set out in an applicable Service Description or as otherwise agreed between Carrenza and you.
		10.6	If payment of an invoice is not made in full by the due date, and there is no bona fide dispute in relation to the whole of the amount unpaid, then without prejudice to any other right or remedy available to Carrenza, Carrenza will, until the date

	of payment or, if earlier, the date on which you inform Carrenza in writing that there is such a bona fide dispute, have the right, after giving thirty (30) days written notice of its intention to do so, to (at its sole discretion):		any other person or encroaches upon any of their other rights including, without limitation, any rights under Data Protection Legislation.
10.6.1	suspend the Services;	11.5	Your responsibilities in relation to Your Data. You must encrypt Your Data. Carrenza will use reasonable endeavours to protect Your Data from corruption, loss and degradation, but Carrenza has no obligation to encrypt Your Data.
10.6.2	terminate the applicable Services; and/or		
10.6.3	charge you interest (both before and after any judgment) on the amount unpaid, at the rate of three per cent (3%) per annum above the Royal Bank of Scotland's base rate from time to time (or such other bank as Carrenza may from time to time specify), until payment.	11.6	Cyber risk. Carrenza will perform the Services as set out in the Contract, including, without limitation, by implementing appropriate security measures and firewalls where the same are part of the Services. Carrenza has no knowledge of the data or types of data Carrenza hosts under the Contract. It is your responsibility to ensure that the Services are appropriate for the type of data included in Your Data. Carrenza will act on reasonable instructions from you and your Authorised Users to tailor the Services to your business needs, but Carrenza does not provide any warranty regarding the adequacy of the Services and does not warrant that the Services, or their design, will protect Your Data from corruption, loss or degradation in all circumstances.
10.7	Carrenza licenses the Third Party Software subject to the Third Party Software suppliers' terms and conditions. Carrenza reserves the right to pass on to you any price increase imposed by the relevant Third Party Software supplier where the software provided is solely used for the provision of the Services to you. Where any such increase does not apply solely to you, Carrenza may make a reasonable apportionment of such charge to you. Carrenza will give you advance notice in writing of any such increase.	12	Confidentiality
10.8	All Fees payable under the Contract are exclusive of value added, sales and similar taxes of any kind, which you will pay at the rate and in the manner prescribed by applicable law.	12.1	Each Party will use the Confidential Information of the other only for the proper performance of its duties under the Contract. Neither Party will disclose the other's Confidential Information without that Party's written consent except in confidence for the proper performance of its duties under the Contract to those of its employees, officers, agents and professional advisers who need to have access to it.
10.9	If a payment due from you is subject to tax (whether by way of direct assessment or withholding at its source), other than tax arising on the income or profit of Carrenza, Carrenza is entitled to invoice you for such amounts as will ensure that the net receipt, after tax, to Carrenza in respect of the payment is the same as it would have been were the payment not subject to tax.	12.2	The provisions of Clause 12.1 will not apply to Confidential Information that: (a) the receiving Party can prove was known to the receiving Party or in its possession before that information was acquired from the disclosing Party; (b) is in or enters the public domain through no default of the receiving Party; (c) the receiving Party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or (d) is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency or regulatory body, in which instance the receiving Party shall provide the disclosing Party with prompt notice of such requirement and (to the extent that the receiving Party is permitted to do so under applicable law or regulation) provide reasonable cooperation to the disclosing Party in any attempt to legally resist compelled disclosure.
11	Your Data	12.3	Within ten (10) days of receipt of a request to do so made at any time and in any event if the Contract expires or is terminated, the receiving Party will promptly return or destroy (at the option of the disclosing Party) all Confidential Information of the disclosing Party.
11.1	Ownership of your data. Any data supplied by you, by an Authorised User, or on your or an Authorised User's behalf, for use in the Services ("Your Data") is your property and you own all Intellectual Property which may subsist in Your Data. Your Data shall, without limitation, include personal data, as defined in clause 13.	13	Data Protection
11.2	Carrenza's use of Your Data. Carrenza will not use Your Data for any purpose other than to perform the Services and to comply with its other obligations under the Contract (the " Permitted Purpose ").	13.1	As used in the Contract, the terms "personal data", "data", "data subject", "data controller", "sensitive personal data", "data processor" and "processing" have the meanings that they have in the Data Protection Legislation.
11.3	Disclosure of Your Data. Carrenza will not disclose Your Data to any third party without your prior written consent except: (a) where required to do so by law or by a regulatory body; or (b) to the extent necessary for the Permitted Purpose.		
11.4	Indemnity. You hereby indemnify Carrenza against all loss, damages, liability, costs and expenses awarded against or incurred by Carrenza in connection with any claim made against Carrenza that its use of or access to Your Data or any of your equipment, information, materials and systems or materials made available by you, by an Authorised User, or on your or an Authorised User's behalf, to Carrenza in connection with the Services infringes, or that their use, resale or importation infringes, the Intellectual Property of		

13.2	To the extent Your Data includes any personal data, Customer shall be data controller in relation to such personal data.		Services to conform materially to the applicable Service Description is caused by any of the following:
13.3	Customer warrants that it is properly registered under Data Protection Legislation to the extent required for the processing of personal data in connection with the performance of Customer's obligations under this Contract.	14.5.1	the failure, malfunctioning, corruption, deficiencies or otherwise of any of the Customer Software, or of any of the data, hardware, systems or equipment provided by you or provided on your behalf which is required in order to facilitate the Services;
13.4	Customer warrants that, in its processing of personal data in connection with the performance of its obligations under this Contract, it and each Authorised User will comply with all relevant provisions of Data Protection Legislation and any directions from the UK Information Commissioner's Office.	14.5.2	the operation, configuration or use of the Customer Software or of any of the data, hardware, systems or equipment provided by you or provided on your behalf in connection with the Services;
13.5	If Carrenza processes any personal data on your behalf, Carrenza, acting as data processor will:	14.5.3	the introduction (indirectly or directly) by you of any virus, trojan horse, time bomb or other malicious code that is harmful or which is designed to impair and/or impairs the operation of the Carrenza Hardware, the Third Party Software, the Customer Software or otherwise any other Carrenza equipment or systems used in the delivery of the Services;
13.5.1	only process that personal data in accordance with the Contract and your instructions;		
13.5.2	implement appropriate technical and organisational measures against unauthorised or unlawful processing of that personal data, subject to the Contract, and allow you to audit those measures, as the Parties may agree, and on reasonable prior notice; and	14.5.4	any attack or denial-of-service attack on you committed by a third party which affects the Carrenza Hardware the Third Party Software, the Customer Software or Carrenza's delivery of the Services; or
13.5.3	not transfer personal data to any location outside the jurisdiction in which you request Carrenza to provide the Services, without your prior written consent, such consent not to be unreasonably delayed or withheld.	14.5.5	any failure by you to comply with Carrenza's instructions in relation to the Services, or any unauthorised change, misuse or damage to the Services not caused by Carrenza.
14	Warranties	15	Limitation of liability
14.1	Each Party warrants to the other that it has full power and authority to enter into and perform the Contract. Each Party warrants that the signatory of the Signature Page has due authority to enter into agreements of this kind.	15.1	Nothing in the Contract will limit the liability of Carrenza or you for: (a) death or personal injury resulting from its negligence; (b) fraudulent misrepresentation; or (c) any liability which cannot be excluded by law.
14.2	Carrenza disclaims to the fullest extent permitted by law all warranties, terms and conditions that would otherwise be implied by statute or at common law including, without limitation, all warranties of merchantability, satisfactory quality or fitness for a particular purpose or that use of the Services or any part thereof will result in any economic advantage, increase in profits or reduction in costs.	15.2	You will take all reasonable measures to prevent and mitigate damages under the Contract. Without limiting the generality of the foregoing, you will be solely responsible for the safe preservation and storage of all software and material (including, but not limited to documentation, data, files and reports) delivered or created in relation to the Services whether in written form, magnetically encodable medium or otherwise. You will also make back up copies of Your Data at reasonable intervals, and in any event not less than once per day, in order to allow lost or disrupted data to be recovered with reasonable efforts only.
14.3	Carrenza further disclaims all warranties that: (a) the Services or any part thereof will be uninterrupted or error-free, (b) the Services will operate without interruption or will be compatible with any other software or hardware; or (c) information and materials located or obtained through use of the Services are timely, accurate, relevant or complete.	15.3	Provided that Clause 15.1 will always apply, and subject to Clause 15.2, Carrenza's total liability to you in relation to loss or damage arising out of or in connection with the Contract, whether in contract, tort, (including negligence) or otherwise, in any contract year, (including any loss of data) will be limited to the Minimum Commitment paid or payable in the calendar year in which a liability arises.
14.4	Carrenza does not provide any warranty regarding the adequacy of the Services and does not warrant that the Services, or their design, will protect the Your Data from corruption, loss or degradation in all circumstances. Carrenza does not warrant, guarantee or undertake that any Service will be uninterrupted, error-free or capable of withstanding cyber attacks or other unauthorised hacking or intrusions.	15.4	Provided that Clause 15.1 will always apply, in no event will Carrenza be liable for any tortious loss (including negligence and negligent misstatement), misrepresentation, breach of statutory duty or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not Carrenza is advised of the possibility of loss, liability, damage or expense): (a) loss of revenue; (b) loss of actual or anticipated profits (including for
14.5	The warranty provided by Carrenza at Clause 5.2.3 will not apply to the extent that any failure of the		

	loss of profits on contracts); (c) loss of the use of money; (d) loss of anticipated savings; (e) loss of sales or business; (f) loss of operating time or loss of use; (g) loss of opportunity; (h) loss of or damage to goodwill or reputation; (i) loss of, damage to or corruption of Your Data; or (j) any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in Clauses 15.4(a) to 15.4(j)).	17.5	Mutual rights to terminate. Either Party may terminate the Contract with immediate effect on written notice to the other Party if:
		17.5.1	the other Party: (a) 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; (b) passes a resolution for winding up (other than for the purpose of a solvent amalgamation or reconstruction) or has an order to that effect made by a court of competent jurisdiction; (c) enters into a composition or scheme of arrangement or voluntary arrangement with its creditors or has a receiver, manager, liquidator, administrator or administrative receiver is appointed over any of its assets; or (d) ceases or threatens to cease to do business;
16	Delay due to Customer cause	17.5.2	notice of intention to appoint an administrator over the other Party's assets is given by any person under the Insolvency Act 1986 or an application is made to court or an order is made for the appointment of an administrator over the other Party's assets; or
16.1	To the extent that, as a result of any delay, act or omission by you (or you agents) (howsoever caused) which is not directly and wholly caused by Carrenza (or any of its agents) (including the provision of any incorrect or inadequate information or data by you), Carrenza is prevented or delayed from performing any of its obligations under the Contract, then (solely in connection with such obligations and without prejudice to Carrenza's right to terminate the Contract for your breach under Clause 17.3):	17.5.3	an analogous event to those set out at Clauses 17.5.1 and 17.5.2 above occurs in relation to the other Party in any jurisdiction.
16.1.1	the time for performance of Carrenza's obligations will be extended for a reasonable period;	17.6	Termination of SLAs. On termination or expiry for any reason, any service levels set out in the SLA will cease to have effect. Service levels will not apply to the provision of any termination assistance pursuant to Clause 17.9 or to any Services that continue for any reason after expiry or termination.
16.1.2	to the extent so affected, Carrenza will not be liable for any failure to meet the SLA and will not be liable to pay Service Credits;	17.7	Accrued rights. Termination or expiry for any reason is without prejudice to the accrued rights and liabilities of the Parties on the date of such termination or expiry.
16.1.3	you will pay Carrenza at Carrenza's standard time and materials rates for any additional time spent and materials used by Carrenza (acting reasonably) with respect to any delays or extra work caused by your act or omission (provided that Carrenza will obtain your prior written consent (not to be unreasonably withheld) before spending such additional time and using such additional materials); and	17.8	The position after expiry or termination. Following expiry or termination:
16.1.4	Carrenza may recover all other reasonable costs, loss or expense from you that Carrenza sustains as a direct result of your act or omission.	17.8.1	the provisions of Clauses 12, 13, 15, 17.7, 17.8, 17.9, 19 and any other Clauses which expressly or impliedly survive expiry or termination will continue in full force and effect; and
17	Termination	17.8.2	any and all Fees due to Carrenza under the Contract for Services performed will become due and payable immediately.
17.1	Terminating for convenience. Following expiry of the Initial Term, either you or Carrenza may terminate the Contract without cause by providing the other with not less than three (3) months' written notice.	17.9	Termination Assistance. If the Contract is terminated for any reason, Carrenza's sole duty to provide termination assistance will be to allow you to access Your Data for the purposes of transferring Your Data to you or to a replacement service provider. Carrenza may at its discretion provide such other termination assistance as is agreed between the Parties, but will not be obliged to do so.
17.2	Termination for change of control. Carrenza may terminate the Contract on written notice to you if you, or any of your Affiliates undergo a change of Control.	18	Suspension of services
17.3	Terminating for breach. Either Party may terminate the Contract or any individual Cloud Service immediately on written notice to the other if the other is in material breach of the Contract or the applicable Service Description and, in the case of any breach capable of remedy, has failed to remedy such breach within thirty (30) days after receipt of written notice to do so.	18.1	Without prejudice to any other rights or remedies, Carrenza may suspend the Services in any of the following circumstances. Carrenza will notify you as soon as reasonably practicable of such suspension and will take reasonable steps to minimise the length of such suspension:
17.4	Carrenza's rights to terminate. Carrenza may terminate the Contract and/or any individual Service with immediate effect on written notice to you if you breach the terms of Clause 6.2 and fail to remedy such breach within thirty (30) days of the date of written notice from Carrenza requiring you to do so.	18.1.1	if Carrenza is required to do so in order to comply with any law, regulation, court order or request by a governmental body;

18.1.2 if Carrenza needs to carry out any planned or emergency maintenance as set out in the applicable SLA;

18.1.3 as set out in the applicable Service Description and SLA; or

18.1.4 if you breach the terms of Clause 6.2.

19 General

19.1 **Force majeure.** Neither Party will be liable to the other for any delay or non-performance of its obligations under the Contract to the extent that its performance is interrupted or prevented by a Force Majeure Event, provided that the Party that is affected by the Force Majeure Event: (a) gives the other Party prompt notice of the situation; and (b) uses reasonable commercial efforts to correct promptly the failure or delay in performance. Such delay or non-performance will not constitute a breach of the Contract. The time for performance will be extended by a period equivalent to that during which performance is prevented, provided that if such delay or failure continues for fourteen (14) days or more, the Party not affected may terminate the Contract by giving three (3) days' notice in writing of termination to the other Party.

19.2 **Waiver.** Except as otherwise set out in the Contract, the rights and remedies of each Party under the Contract: (a) are in addition to and not exclusive of any other rights or remedies under the Contract or the general law; and (b) may be waived only in writing.

19.3 **Delay or partial exercise of rights.** Delay in exercising or non-exercise of any right under the Contract is not a waiver of that or any other right. Partial exercise of any right under the Contract will not preclude any further or other exercise of that right or any other right under the Contract.

19.4 **Notices.** Any notice given under the Contract must be in Writing or written and may therefore be delivered personally, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the relevant address indicated above, or such other address as either of us may nominate in writing. That notice will be deemed to have been given on the date delivered, or five (5) days after mailed or sent, whichever is earlier.

19.5 **Severability.** If any part of the Contract is found by a court or other competent authority to be illegal or unenforceable then the rest of the Contract will remain valid.

19.6 **Entire Agreement.** The Contract: (a) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof; and (b) supersede and extinguish any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the Parties relating to such subject matter.

Each Party acknowledges to the other that it has not been induced to enter into the Contract nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other Party or any other person save for those contained in the Contract.

19.7 **Assignment/Sub-contracting.** You may not assign, sub-contract or otherwise transfer your rights or obligations under the Contract whether in whole or in part without Carrenza's prior written consent (not to be unreasonably withheld).

19.8 **Third Party Rights.** A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of the Contract.

19.9 **Amendments.** No amendment to the Contract whether oral or written shall be binding on either Party unless in writing and signed on behalf of both Parties. Customer shall execute and deliver any necessary documentation (including addendums to this Contract) as may be required for the purposes of complying with applicable laws.

19.10 **Status.** Each Party to the Contract is an independent contractor. No provision of the Contract will be construed to express or imply a joint venture, partnership, agency or employee relationship, or relationship other than vendor and purchaser of the Services.

19.11 **Non-solicitation.** Neither of us will (except with the prior written consent of the other) during the Term and for a period of twelve (12) months thereafter solicit the services of any of the other Party's staff either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of a general advertising campaign open to all-comers and not specifically targeted at such other Party's staff.

19.12 **Dispute resolution.** If at any time any question, dispute or difference arises between the Parties as to any matter or thing of whatever nature arising under or in connection with the Contract (a "Dispute"), then either Party may give to the other notice in writing as to such Dispute and upon receipt of such notice the appropriate representatives of the Parties shall use their reasonable endeavours to resolve such Dispute in good faith. Nothing in this Clause 19.12 will prevent either Party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional relief as it considers necessary to avoid irreparable damage.

19.13 **Governing law and jurisdiction.** The Contract and any dispute arising under or in connection with it or them shall be construed in accordance with the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

20 DEFINITIONS

20.1 To make this cloud services contract easier to understand, the following terms have the meanings set out below:

"Affiliates" means in relation to a company, any company that is the holding company or subsidiary of the company or subsidiary of any such holding company.

"Authorised User" means individual who you notify to Carrenza in writing are permitted to interact with Carrenza or the Services.

“Business Day” means the period from 9.00am to 5.00pm on a day other than Saturday or Sunday or any public holiday in England when the banks in London are open for business.

“Carrenza Hardware” means any server, mainframe, computer, data storage unit or other hardware or equipment used or supplied by Carrenza for the purposes of performing the Services including any integrated or associated software which is used to maintain or run the same.

“Control” means that a person or company possesses directly or indirectly, the power to direct or cause the direction of management and policies of the other person or company, whether through ownership of voting shares, by contract or otherwise.

“Confidential Information” means all information disclosed by or on behalf of a Party (in whatever medium including in written, oral, visual or electronic form and whether before or after the commencement of the Services) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information but excluding any of Your Data.

“Customer Software” means the software which Carrenza hosts on your behalf.

“Data Protection Legislation” means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000 together with all guidance, opinions and codes of practice issued by the UK Information Commissioner's Office or the European Data Protection Board and all other applicable law in the UK or EU relating to the processing of personal data and privacy (as amended, revoked or replaced from time to time and including any successor legislation).

“Effective Date” means the date on which this cloud services contract comes into force.

“Fee(s)” means any sum payable under the Contract in respect of the Services or otherwise.

“Force Majeure Event” means any act, event, omission or cause or circumstance whatsoever beyond the reasonable control of a Party, including the following: (a) events outside human control, including earthquakes, flood, windstorm, fog and other extreme adverse weather; (b) outbreak of hostilities, riot, civil disturbance, acts of terrorism; (c) an act of any government or authority (including refusal or revocation of any licence or consent); (d) fire or explosion external to the buildings; (e) collapse of buildings, national power failure, failure of telecommunication lines; (f) the actions or omissions of any third party not connected with the relevant Party (and, for the avoidance of doubt, all sub-contractors, agents and employees of such Party and any other person acting on such Party's behalf shall be deemed “connected” with the Party for the purposes of this Clause); (g) pandemic; or (h) theft, malicious damage, strike, lock-out or industrial action external to the Parties.

“Initial Term” has the meaning set out on the Signature Page.

“Intellectual Property” means any item that is the subject of an Intellectual Property Right.

“Intellectual Property Rights” means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

“Minimum Commitment” has the meaning set out on the Signature Page.

“Services” means the services that Carrenza provides to you: pursuant to: (a) the Signature Page of this cloud services contract; (b) the Contract; and (c) as more fully described in the applicable Service Description.

“Service Credits” means the sum which may be credited to your account if the Services fail to meet the Service Level Agreements and as further set out in an applicable Service Description.

“Service Description” means a specification in respect of the applicable Services as described in on Carrenza's Site, or as may subsequently be agreed in writing by the Parties (in the case of any inconsistency between a specification of any Service as described on Carrenza's Site and a provision of any Service Description relating to the same Services, the terms of the Service Description will govern).

“Service Level Agreements” or **“SLAs”** means the service level agreements applicable to the Services, as set out in the relevant Service Descriptions.

“Signature Page” means the front page that this Contract is appended to.

“Site” means <http://portal.carrenza.com> or any successor or related site designated by Carrenza.

“Third Party Software” means third party software which is licensed by a third party to Carrenza and provided to you by Carrenza as part of the Services.

“Writing” means electronic written communication either by acknowledged email from an Authorised User to a Carrenza email address or submitted through Carrenza's IT service management system by an Authorised User.