

This Master Service Agreement is entered into between TelecityGroup UK Limited (registered in England with company number 3607764) of Masters House 107 Hammersmith Road London W14 0QH;

### **DEFINITIONS**

**Agreement** shall mean this Master Services Agreement, Exhibit I and any other documents expressly incorporated herein.

**TELECITY** shall mean TelecityGroup UK Ltd.

**Additional Service** shall mean the services (if any) in addition to the Services which TELECIDY agrees to provide to the Client which are indicated in a further Exhibit I, SLA, or this Agreement (subject to the terms of this Agreement and any additional terms set herein).

**Client** shall mean the party entering into this Agreement.

**Content:** shall mean the audio, video, film, slides or other images or text (digital or otherwise) either provided to TELECIDY by Client for TELECIDY performance of the Services or transmitted through the TELECIDY System.

**Exhibit I** shall mean the Exhibit I which sets forth a description, and the cost, of specific Goods and/or Service to be performed, or provided, by TELECIDY. Separate Exhibits I may be executed for different Goods and/or Service.

**Goods:** Any products, including hardware, firmware or software licenses sold, licensed or otherwise provided to Client.

**Non Disclosure Agreement:** ("NDA")

**Service:** shall mean the services provided by TELECIDY pursuant to this Agreement.

**TELECITY System:** TELECIDY's fibre and cable distribution system located at the property and used in provision of the Services.

### **RECITALS**

(A) TELECIDY provides facilities within its premises for the Client to locate and operate telecommunications equipment and (if required) to connect such equipment into the TELECIDY System.

(B) If the Client wishes to contract with TELECIDY for the use of the facilities and for the provision of the Services together with Additional Services (if any) on the terms of this Agreement. TELECIDY is willing to permit the Client to use the facilities and to provide the Services together with those Additional Services to their Client on the terms of this Agreement upon written authorization from TELECIDY.

### **1. TERM**

This Agreement shall remain in effect until termination under Clause 10 below.

### **2. ORDER SUBMISSION, CREDIT APPROVAL AND DEPOSITS.**

Client may from time to time submit to TELECIDY orders containing requisite information on an Exhibit I or other approved form. TELECIDY's acceptance shall confirm the availability of the Goods and/or Service requested. Orders are subject to credit approval. Client shall provide TELECIDY with information to demonstrate acceptable credit before delivery of Goods and/or Service under any Exhibit I. TELECIDY may

require Client to prepay or furnish a deposit as a condition of acceptance or continuation of an order.

### **3. CHARGES AND PAYMENT**

**3.1** One time set-up fees shall be due upon executing an Exhibit I. Charges shall be due quarterly, within five (5) business days by direct debit (November 30<sup>th</sup>, February 28<sup>th</sup>, May 31<sup>st</sup> and August 31<sup>st</sup>), in advance and subsequent quarterly charges shall become due one month before the respective anniversary of the Commencement Date or as specified in the Contract Service Schedule. In addition to the other fees payable, the Client shall pay for all electrical power consumed by the Client. TELECIDY will invoice the Client monthly in arrears on or after the 1<sup>st</sup> day of each month for all power used in the preceding month. The Client shall pay all such sums above within fourteen (14) days of the invoice date. The units of power used will be charged at the tariff as contained in Exhibit I or any variation of such as TELECIDY shall notify to the Client from time to time.

**3.2** If any payment or part thereof which is properly due and owing is in arrears for more than thirty (30) days of invoice date then TELECIDY shall be entitled to charge interest on a daily basis on the amount outstanding at the rate of 4% per annum above the base rate of Barclays Bank Plc from the date of the invoice until receipt of payment, without prejudice to any other rights of TELECIDY.

**3.3** Prices for Goods and/or the Service are stated exclusive of VAT which shall be additionally payable by the Client and the Client shall pay any additional or substitute taxes or charges imposed by any competent authority from time to time. Unless otherwise agreed by the parties in writing, the charges for technical support and consultancy assume that such services will be performed between the hours of 9 am and 5-30 pm Monday to Friday inclusive (excluding public holidays). In the event that such services are performed outside these hours upon the Client's request then such services shall be subject to additional charges in accordance with TELECIDY standard charges from time to time. TELECIDY may provide additional services (Subject to Availability), upon request and if appropriate resources are available at TELECIDY's standard rates from time to time.

**3.4** TELECIDY shall be entitled to increase charges for the Goods and/or Service every twelve (12) months starting after the Commencement Date of this Agreement by the percentage increase in the Retail Price Index (All Items) (as published by the Department of Employment) (or any replacement index) in the previous twelve months.

**3.5** In the event of any change in applicable law or regulation that materially changes the cost of delivery of Service, TELECIDY shall give the Client written notice thereof and the Client shall have thirty days to accept or tender notice of termination. Service provided after said thirty (30) day period shall be at the increased rate, provided however, should the Client choose to terminate the effected Service, any such termination shall not trigger any otherwise applicable termination charge.

**3.6** All sums payable to TELECIDY under this Agreement will be payable without any deduction or set off and TELECIDY shall be entitled to obtain and enforce judgement thereon without any stay of execution pending the determination of any cross claim by the Client.

3.7 TELECITY is not obliged to detect or report unauthorised or fraudulent use of Service. The Client shall be solely responsible for all charges incurred through or as a result of fraudulent or unauthorised use of the Service.

#### **4. NO LEASE**

This Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. Client acknowledges and agrees that I) subject to the continuation of TELECITY's right to occupy the real property, it is hereby granted a limited license to occupy the Client server(s) and use any TELECITY's facility and any equipment provided to Client in accordance with this Agreement, (ii) Client has not been granted any real property interest in any space within any TELECITY facility, and (iii) Client has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances. In its sole discretion TELECITY may suspend the right of any Client representative or other person to visit any TELECITY facility.

#### **5. GOODS**

5.1 Title to Goods sold shall pass to Client upon full payment. As security for such payment, Client hereby grants to TELECITY a security interest in and to any such Goods and the proceeds thereof. Title to all other Goods, equipment and/or facilities furnished by TELECITY, shall remain with TELECITY.

5.2 Client shall notify TELECITY and the shipping company, in writing, within two (2) business days after delivery of any defective, non-conforming or damaged Goods. Failure to do so shall constitute acceptance of any such Goods and a waiver of any claim against TELECITY.

5.3 To return Goods, Client must obtain a return material authorization from TELECITY Purchasing Department.

5.4 Equipment provided or installed by TELECITY for use in connection with the Service shall not be used for any purpose other than that for which TELECITY provided it. In the event that Client or a third party attempts to operate or maintain any TELECITY-owned equipment without first obtaining TELECITY written approval, Client shall pay TELECITY, in addition to any other remedies to which TELECITY is entitled, for any damage incurred, repair and/or replacement (at TELECITY's option) necessitated and service charges relating to the maintenance or inspection of said equipment. TELECITY is not responsible for the installation, maintenance, compatibility, or performance of any equipment or software not provided by TELECITY. If such equipment or software impairs the Service, Client remains liable for payment. If such equipment or software causes or is likely to cause hazard or service obstruction, Client shall, upon notice, remedy the situation. TELECITY may, at Client's request and at TELECITY then-current rates, render consulting Service to remedy the difficulties caused by any of the foregoing.

5.5 (i) TELECITY agrees to provide and Client agrees to purchase the Goods and/or Service set forth on the attached Exhibit I and (ii) in the event Client requests TELECITY to perform consulting or technical Service of a specialized nature, the details, deliverables, milestone dates, fees and other pertinent information relating to such performance will be set forth on an attached, executed Exhibit I. In such event, TELECITY shall provide said Service to Client using employees or subcontractors of TELECITY, in TELECITY's sole discretion.

#### **6. CLIENT OBLIGATIONS**

6.1 The Client shall be responsible for:

- (i) payment of all charges applicable to the Goods and/or Service (including charges incurred as a result of fraud or unauthorised use of the Service);
- (ii) the payment of all additional fees or charges arising from Client service requests and/or the Client's usage including but not limited to facilities, power, bandwidth and/or network capacity above and beyond the Client's entitlement;
- (iii) payment of all reasonable travel expenses;

(iv) if the Services are provided from the Client's premises, providing the following: (a) the level of power, ventilation, heating and air conditioning necessary to maintain the proper environment at the Client's premises for the provision of Service; (b) a safe, hazard free, place to work complying with all applicable Health and Safety Regulations; and (c) keeping TELECITY's equipment free and clear of any liens or encumbrances.

(v) Client will: (i) be solely responsible for all Content and any party's reliance thereunder and (ii) allow TELECITY's to copy, display, distribute, download, transmit and otherwise use the Content to perform TELECITY's obligations hereunder;

(vi) Client shall not and shall not permit others to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by TELECITY or its agents, except upon TELECITY's written consent.

(vii) Client shall comply at all times with TELECITY power loading and installation design criteria stated within the Acceptable Use Policy unless otherwise approved by TELECITY with prior written consent.

6.2 Unless otherwise agreed, during the course of this Agreement, the Client shall have comprehensive general liability insurance covering public liability, employer's liability, professional indemnity, personal injury or death and property damage insurance with a combined single limit of at least £2 million. The Client shall also maintain insurance covering Goods leased or owned by the Client against loss or physical damage whilst at TELECITY premises. The Client shall, as and when requested, provide TELECITY with such evidence as it may require in relation to the Client's insurance.

6.3 Client warrants and represents that it has all necessary right, title and interest in the Content, and that it has obtained all consents, licenses, permissions and releases necessary to grant TELECITY the right to distribute the Content.

6.4 The Client shall comply at all times with all applicable laws and regulations including but not limited to any relevant UK Data Protection legislation and with TELECITY's Acceptable Use Policy as may be in effect from time to time.

#### **7. WARRANTIES**

7.1 TELECITY provides a limited warranty for its Goods and/or Service as more specifically set forth in this Agreement.

7.2 Except for the limited warranty set forth herein, TELECITY excludes and the Client hereby waives all representations, conditions, terms and warranties, express, implied or collateral, (other than relating to title of goods and fraudulent misrepresentation) arising by operation of law or otherwise, including but not limited to implied warranties, terms or conditions of satisfactory quality or fitness for a particular purpose or conformity to description or sample of goods, except to the extent that such representations, conditions, terms or warranties may not be excluded by law.

7.3 Due to the nature of the Internet, the service is provided on an "as is" and "as available" basis without warranties or conditions of any kind, express or implied. If the Client is dissatisfied with the Service or these terms and conditions, the Client's sole remedy is to terminate this Agreement subject to the termination liability.

7.4 TELECITY does not warrant or undertake that the Service will cause the Goods to operate without fault, error or interruption.

#### **8. LIABILITY**

8.1 TELECITY does not exclude or limit its liability for death or personal injury arising from its negligence or that of its employees.

8.2 The liability of TELECITY for breach of contract, negligence or any other liability howsoever arising shall be limited to service credits due under any applicable SLA. The extension of such service credits or refunds shall be the sole remedy of the

Client and the sole liability of TELECITY and shall be in full and final settlement of any costs, claims or demands of the Client.

**8.3** In no event shall TELECITY 's liability exceed charges made by TELECITY to the Client over the preceding twelve (12) months which shall not exceed £50,000 including any liability for negligence for any event or series of events for the year in which such liability arises.

**8.4** Neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for loss of data, loss of profits or loss of revenues) and regardless of whether such party has been informed of the possibility or likelihood of such damages.

**8.5** TELECITY shall have no obligation or liability for (i) any reconfiguration, modification, misuse or abuse of goods or Service by the Client and/or Content.

## **9. SUSPENSION**

**9.1** TELECITY may suspend access or any or all Service forthwith in the event that:

A. (i) Client fails to comply with any provision of clauses 3, 6 or 11 of this Agreement or (ii) TELECITY is entitled to terminate this Agreement (including, without limitation, by reason of a breach, fault or omission by Client hereunder);

B. such suspension is: (i) for the purpose of carrying out Scheduled or emergency maintenance (ii) to substitute, change, reconfigure, relocate or rearrange Service; or (iii) in accordance with an order, instruction or request of any government entity; or

C. Client consumes Service in an amount that materially exceeds Client's credit limit and Client, after demand, has not provided sufficient security for payment.

**9.2** Suspension shall not be a waiver of any right of termination. If Service has been suspended other than for Client's breach, Service shall be restored as soon as reasonably possible and the applicable Service charges shall be rateably abated. If Service has been suspended for any other reason and Client requests that Service be restored, TELECITY may restore Service after satisfaction of conditions and imposition of charges as TELECITY reasonably requires.

## **10. TERMINATION**

**10.1** TELECITY may terminate this Agreement: (i) without notice upon Client's failure to pay amounts when due, after five (5) days written notice and failure to remedy; (ii) for breach of a material provision of this Agreement, after fourteen (14) days written notice and failure to remedy; (iii) if TELECITY is unable to provide Service hereunder due to Client's acts or omissions; (iv) upon any regulatory decision or governmental order requiring TELECITY to suspend Service(s) or which is reasonably likely to result in the loss of TELECITY 's operating authority, upon reasonable notice; or (v) if the Client commits an act of bankruptcy or goes or is put into liquidation (other than solely for solvent amalgamation or reconstruction) or has a receiver appointed over all or any part of its business or assets or if an administration order is made in respect of. Any termination hereunder, except under clause 10.1(vi), shall subject Client to applicable termination and other accrued charges.

**10.2** Either party may terminate this Agreement upon thirty (30) days notice provided no Exhibits I are still in effect and all amounts due TELECITY shall have been paid.

**10.3.** If Service is terminated before the end of the Term, Client will pay an early termination charge of one hundred percent (100%) of its recurring charges for the remainder of the Term, except if: (i) Client terminates as a result of TELECITY 's material breach, or (ii) TELECITY terminates other than by reason of Client's breach. In the event that Client fails to pay TELECITY all amounts owed under an Exhibit I in a timely manner, Client agrees that without notice, TELECITY may, without liability, take possession of any Client equipment and store it, at Client's expense, until taken in full or partial

satisfaction of any lien or judgment; or liquidate the property in a commercially reasonable manner, upon notice and apply the proceeds to any amounts due under this Agreement.

## **11. SOFTWARE**

**11.1** If and to the extent computer software provided by TELECITY or its licensors is required for the use of a Service ordered by Client hereunder ("Licensed Software"), TELECITY shall grant or obtain for Client a nonexclusive, non-transferable, limited license to use such Licensed Software, in object code format only, and solely to the extent required to use the Service. If TELECITY is the licensor, Client shall in no event be entitled to claim title to or any ownership interest in any Licensed Software (or any derivations or improvements thereto), and Client shall execute any documentation reasonably required to memorialize TELECITY existing and continued ownership of Licensed Software. If a third party is the licensor, Client's entitlement shall be limited solely to the license offered by said party.

**11.2** Client shall not copy, reverse engineer, decompile, disassemble, sell, lease, license or sublicense the Software; or create, write or develop any derivative software or other software program, based on the Software unless permitted by law (in which case the Client shall notify TELECITY forthwith in writing).

## **12. CONDITION PRECEDENT**

The Client acknowledges and agrees that TELECITY's obligation to perform under this Agreement and any exhibits maybe conditional upon the construction and/or retention of operational facilities. Facilities availability increase on an ongoing basis. If the foregoing conditions are not satisfied on the applicable effective date, the parties obligations under this Agreement and any Exhibits and the payment of monthly fees shall be suspended until such conditions are satisfied.

## **13. MISCELLANEOUS**

**13.1 Force Majeure.** Except with respect to accrued payment obligations, neither party shall be liable for any failure of performance due to causes beyond such party's reasonable control, including, but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, or governmental action, national emergencies, insurrections, riots or wars; unavailability of rights-of-way; or strikes or other labour difficulties not involving TELECITY, provided however, the affected party shall use commercially reasonable efforts to eliminate such event.

**13.2 Confidentiality** Each party shall keep confidential any confidential information disclosed to it by the other. Confidential information includes, without limitation, information which is marked or expressed as being confidential, the content of this Agreement and any information which could reasonably be deemed to be confidential, from its nature, content or the circumstances in which it is provided. Neither party shall disclose confidential information including but not limited to its employees, its officers, employees, subcontractors, representatives, landlords who need the information to effect proper performance of this Agreement and/or to its professional advisers. Each party shall be responsible for ensuring that any person to whom information is disclosed by them complies with the terms of this Agreement. This Clause may have continuing effect after termination of this Agreement which shall be expressly set forth in a NDA.

**13.3 No Competitive Service.** Client may not at any time, without TELECITY prior written consent, permit any TELECITY facility to be utilized for the resale of Internet access or managed services to TELECITY clients.

**13.4 Non-Solicitation.** Neither party shall knowingly solicit for employment, offer employment to or employ including but not limited to the other party's employees, third party contractors, and/or representatives during and for a maximum period permitted by law following termination of this Agreement. In the event of a breach of this provision the parties agree that

appropriate liquidated damages shall be payment by the breaching party of one hundred (100%) percent of the new annual compensation of the employed individual.

**13.5 Assignment or Transfer.** The Client shall not transfer or assign this Agreement, or any of its rights or obligations hereunder without TELECITY's prior written consent, which will not be unreasonably withheld. Each party shall remain liable for non-payment by its respective assignee or transferee. Notwithstanding the foregoing, TELECITY may assign or transfer this Agreement without notice to a TELECITY subsidiary or TelecitGroup of Companies.

**13.6 Notice.** Notice shall be in writing to the address set forth hereinabove and properly given: (i) immediately, if delivered in person, via facsimile, or electronic mail; (ii) after one (1) day, if sent by overnight courier; or (iii) after three (3) days, when sent by first class post.

**13.7 Marketing.** Client agrees that TELECITY may refer to Client and may briefly describe Client's business in TELECITY's marketing materials and on the TELECITY website. Client hereby grants TELECITY a limited license to use any Client trade names and trademarks only for this purpose.

**13.8 Indemnification by Client.** Client shall indemnify, defend and hold harmless TELECITY, its officers, employees, subcontractors, representatives, landlords and/or mortgagees from claims, loss, damage, expense (including reasonable attorney's fees and court costs), liability (including liability for infringement of a third party's intellectual property rights), personal injury, death or property damage caused by or arising from:

A. the content of any communication transmitted via the Service or maintained in connection with any Goods provided hereunder;

B. the acts or omissions of Client or a third party, including their respective employees or representatives, in connection with the Goods or Service provided hereunder.

**13.9 Relationship of Parties.** The parties are independent contractors and this Agreement does not establish any partnership, joint venture, employment, franchise or agency relationship between them.

**13.10 Severability.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity and maintain the parties' original intent.

**13.11 No Waiver.** Failure to enforce any provision of this Agreement shall not be construed as a waiver. The parties' rights shall be deemed cumulative, such that the exercise of one shall not preclude the exercise of others.

**13.12 Third Party Beneficiaries.** The parties do not intend any provision of this Agreement to be enforceable by or for the benefit any third party.

**13.13 Intellectual Property Rights.** TELECITY shall remain the sole owner of and retain all right, title and interest in any Service, technical information and/or intellectual property rights ("IPR") provided to Client hereunder, including, without limitation, all trademark, trade names, service marks, copyrights, computer programs, general utility programs, software, methodology, databases, specifications, systems designs, applications, enhancements, documentation, manuals, know-how, formulas, hardware, audio/visual equipment, tools, libraries, discoveries, inventions, techniques, writings, designs and other IPR either used or developed by TELECITY or its agents in connection with the provision of Service hereunder ("TELECITY Technology"). Any TELECITY Technology will not be work for hire. In return for payment of all fees and charges, TELECITY grants to Client a royalty free, non-exclusive, non-transferable, non-assignable license to use any IPR provided with Service hereunder. TELECITY shall be free to provide similar IPR to other parties and shall retain the right to unrestricted use of any data, any and all related concepts, know-how, techniques or IPR either acquired or developed as a result of this Agreement.

**13.14 Supplemental Terms.** The terms contained in any Exhibit I, SLA, or other related documents are intended to supplement this Agreement's terms.

**13.15 Headings.** The titles and headings of the sections and subsections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of this Agreement's provisions.

**13.16 Survival.** The following sections of this Agreement shall survive termination: clauses 3, 5, 7, 8, 10.3 and 13.

**13.17 Governing Law.** This Agreement shall be governed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

**13.18 Entire Agreement.** This Agreement and any Exhibit I, SLA, NDA or other related documents executed hereunder, constitute the parties' entire understanding and supersede any oral representations, understandings and offers related to the subject matter hereof. This Agreement can be modified in writing by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

TelecitGroup UK Ltd

CLIENT \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE I

### TELECITY STANDARD SERVICE LEVEL AGREEMENT

The provision by TELECITY of rack(s) space or suite as referred to in Exhibit I or any Appendix to the Agreement for the Client to locate and operate the Equipment within the property, at the Location;

- 1.1 The provision of a connection point to a protected single-phase 230 Volt AC power supply providing a maximum of **1,000 Watts** (unless otherwise stated in Exhibit I or any Appendix to the Agreement) per Rack. AC power will be available to the Clients' connection point measured at the power distribution board 100% of the time ("Power Availability Target"); The provision of a UPS battery back up system and a diesel generator will protect the above supply.
- 1.2 TELECITY reasonably endeavours to maintain an air temperature of 23 degrees Celsius where the Equipment is located, with a minimum of 13°C and maximum 27°C ("Temperature Target"). This will be done using equipment designed to maintain that temperature where there is an outside ambient temperature of between 30 degrees Celsius and minus 2 degrees Celsius (saturated), and is based on a power density of 500 watts per square metre.
- 1.3 The provision of a fire detection and/or suppression system.
- 1.4 The provision of adequate lighting within the property.
- 1.5 When purchased or included within the FM Fee, 24 x 7 First Line Support for each of the Client's installed Racks. Time spent over and above the period per month stated in Exhibit I or any Appendix to the Agreement shall be charged at TELECITY's then Standard Rates and payment shall be made in accordance with **clause 3**. A TELECITY engineer's time will start when the Client reports via "TELECITY's Client Call Handling System" and finish when all work, including production of Client requested reports, is completed and closed down on the "TELECITY Client Call Handling System". Unused support time expires at the end of each month and cannot be carried forward. First Line Support will be provided in any instance where TELECITY's attention to the Equipment is required, and shall comprise solely of engineers following precise Client instructions. The responsibilities for the outcome of those actions lie with the Client (unless the engineer acts maliciously).
- 1.6 Disposal of all packaging and rubbish from the common areas of the property however specialist waste shall remain the Client's responsibility.
- 1.7 For the avoidance of doubt all cabling and connections up to the point of entry in the property and from TELECITY's Optical Distribution Frame are the responsibility (including all associated charges) of the Client. All connection into the TELECITY System (other than as specified above) shall be performed by TELECITY employees.
- 1.8 An Annual Circuit Fee will be charged per circuit from the beginning of the second Year of this Agreement. The Annual Circuit Fee is a charge for the maintenance and rental of the Circuit and the amount of the Fee will be specified in the cabling quotation.
- 1.9 If TELECITY fails to meet the aforementioned Power Availability or Temperature Targets during any calendar month, the Client will receive a Service Credit as set out below

<b>Power</b> % of month power is available	<b>Temperature</b> % of month temperature between 13°C and 27°C	Service Credit (% reduction in monthly service fee).
<100.00 %	<99.97 %	5%
< 99.95%	<99.85 %	10%
< 99.90%	<99.70 %	15%
< 99.85%	<99.30 %	20%
< 99.80%	<98.85 %	30%

- 1.9.1 The Client must make a claim for any Service Credit they believe to be due by writing to TELECITY no later than 5 working days after the end of the month in which the Power Availability or Temperature Targets is not met. The monthly service fee is calculated by dividing the annual FM fee by 12.
- 1.9.2 Any Service Credit will apply to only those items of Equipment directly affected by the Outage Event. The Service Credit will be calculated by TELECITY, in its reasonable discretion, having regards to the overall effect of the Outage Event on the Client's Equipment
- 1.9.3 The Client may claim a maximum of one Service Credit for Equipment covered by this Agreement in any given calendar month. In the event of one or more breaches by TELECITY of either the Power Target or the Temperature Target in a given calendar month, then the single event (the "Outage Event") which carries the maximum Service Credit percentage will be used to calculate the value of the Service Credit.
- 1.9.4 TELECITY will not consider any of the following as non-availability of service: Force Majeure (as set out in **clause 13.1**); acting on advice from third parties such as emergency services; Scheduled maintenance or re-configuration to service (TELECITY reasonably endeavours to notify the Client at least fourteen (14) days in advance for any Scheduled Maintenance that is potentially service impacting); outages resulting from a failure of Client owned equipment; outages resulting from problems caused by the Client's failure to follow agreed procedures or caused by unauthorised changes to TELECITY 's equipment by the Client.
- 1.9.5 The Client will not be entitled to claim any Service Credits if, at the date of the Outage Event, the Client is in arrears of payment to TELECITY or otherwise in breach of the payment terms set out in Clause 3.
- 1.9.6 The Client is not entitled to claim any Service Credits on behalf of any Third Party or in relation to consequential interruption or failure of services provided by the Client to any Third Party.
- 1.9.7 Except in cases resulting in damage to the Equipment (in which case the provisions of Clause 8 and 8.3 in particular apply), the Client agrees and accepts that the Service Credits set out in this Clause 1.10 of the SLA are their sole and exclusive remedy for failure by TELECITY to meet the Power and Temperature Targets

## SCHEDULE II: IP SERVICE

The IP Service to be provided (if any) is described in Exhibit I and is subject to a separate TELECITY IP Service Order Form.

### 2.1 DEFINITIONS

“Acceptable User Policy”	means TELECITY’s Acceptable User Policy, version 1.2 and any amendments to the same issued by TELECITY from time to time during this Agreement, and use of the IP Services by the Client in a way which does not restrict or inhibit any other user, whether a Client of TELECITY or a user of any other system or network from using or enjoying any of TELECITY’s services or products, in the addition the Client may not circumvent or attempt to circumvent or alter the processes or procedures which TELECITY adopts to measure time, bandwidth utilisation, or other factors relevant to TELECITY’s products and services;
“Committed Data Rate”	means the capacity of bandwidth dedicated for the Client’s use in relation to the IP Services as referred to in the Service Order Form;
“IP Services”	means an IP Multihome or IP Transit dedicated connection to the Internet according to the Committed Data Rate as specified in the Service Order Form (subject to the Acceptable User Policy);
“IP Multihome”	means an IP Service whereby the Clients content is hosted on multiple providers’ networks with dual connection points to the TELECITY IP platform and routed using IP Addresses owned by TELECITY. In the event of a provider network failing, Client traffic will be distributed across the remaining connected providers. In the event of a connection point failing, Client traffic will be fail-over to the remaining connection point (The Client should ensure that both connection points are connected to the Clients Equipment);
“IP Transit”	means an IP Service whereby the Clients content is hosted on a single provider’s network with dual connection points to the TELECITY IP platform and routed using IP addresses provided by the Client. In the event of the provider network failing, Client traffic will not be distributed across the remaining connected providers. In the event of a connection point failing, Client traffic will be fail-over to the remaining connection point (The Client should ensure that both connection points are connected to the Clients Equipment);
“RIPE”	means the organisation that is responsible for the European allocation of IP addresses;
“Set-up Charge”	means the charge for connection to the IP Services referred to on the Service Order Form;
“Monthly Service Charge”	means the IP Monthly Fee set-out in Exhibit I;
“Service Order Form”	means the order form (being in either electronic or hard copy form), which the Client must complete in order to receive the IP Services;

### 2.2 TERM AND COMMENCEMENT

2.2.1 TELECITY will use its reasonable endeavours to connect the Client to the IP Services by the date shown on the Service Order Form. Time shall not be of the essence, and TELECITY shall not be held responsible for the impact of delays in obtaining registration of IP addresses from RIPE. The Client undertakes to give TELECITY such assistance as it may reasonably

request to facilitate the connection and permit the operation of the IP Services, including the provision of information regarding the Client's equipment. This may include but is not limited to configuration requirements.

- 2.2.2 Title to any equipment or asset provided for the use of the Client by (or on behalf of) TELECITY in connection with the IP Services shall remain at all times with TELECITY. The Client shall not interfere with, alter or modify in any way any such item and shall at all times allow TELECITY unrestricted access thereto.
- 2.2.3 The agreement created by this Schedule and the Service Order Form shall continue in force for an initial period of 12 months (unless a longer initial IP term is stated in Exhibit I) and thereafter can be terminated by thirty (30) days written notice delivered by either party (but without prejudice to either party's rights to terminate early hereunder) or it shall automatically renew for successive terms at then current rates.

### **2.3 SERVICES**

- 2.3.1 The choice of carriers, which TELECITY uses to supply the IP Services, shall be entirely within the discretion of TELECITY.
- 2.3.2 Provision of the IP Services is conditional upon the Client completing the Service Order Form and delivering it to TELECITY.
- 2.3.3 TELECITY shall use all reasonable endeavours to ensure that the IP Services are provided, subject to the Exclusions and in accordance with the Service Levels.

### **2.4 USE**

- 2.4.1 The Client undertakes to use the IP Services in accordance with the terms of this Schedule II and the Acceptable User Policy.
- 2.4.2 In the event of a breach of the Acceptable User Policy by the Client, TELECITY will at the first opportunity, notify the Client of the relevant breach and require that the Client cease and (if applicable) remedy such breach. In the event that the Client fails to cease and/or remedy the breach of the Acceptable User Policy as required by TELECITY and in any event, no later than a period of seven days from first notification or where there is a further breach of the Acceptable User Policy TELECITY reserves the right at its sole discretion to suspend some or all of the IP Services provided by TELECITY or to terminate this Schedule by serving written notice on the Client.
- 2.4.3 Assignment of IP address space is valid as long as the criteria for the original assignment are still met and only for the duration of the Agreement. TELECITY will have the right to reassign the address space to another user upon termination of the Agreement.
- 2.4.4 In the event that the Client repeatedly exceeds the Committed Data Rate, TELECITY shall be entitled to require the Client to upgrade its IP Services by increasing the Committed Data Rate and to bear the corresponding increase in charges.

### **2.5 CHANGE TO SERVICES**

The Client may, by giving notice to TELECITY specifying the increase required, request an increase in respect of use of the IP Services. TELECITY reserves the right to decline to allow any increase and may limit the times at which it will accept such requests. In the event that TELECITY accepts such increase (or part thereof) it shall use its reasonable endeavours to provide the additional IP Services within one week. The charges payable by the Client will be increased in accordance with TELECITY's standard charges, unless otherwise agreed in writing by the parties.

### **2.6 CHARGES AND PAYMENT**

- 2.6.1 Monthly Service Charges are based upon the Committed Data Rate, and will be invoiced quarterly in advance on the same invoicing and payment profile as the FM Fee set-out in clause 2.8 of this Agreement.



- 2.6.2 A non-recurring Set-up Charge (the value of which will depend on the particular requirements of the installation) will be invoiced immediately upon the IP Services becoming available to the Client, and shall be payable within 14 days of the invoice date.
- 2.6.3 Any alteration to the Committed Data Rate will result in an adjustment to the Service Charges from the date on which it takes effect. This adjustment will be accounted for in the first monthly invoice to be issued subsequent to the alteration taking effect.
- 2.6.4 Any change to the IP Services may incur a further Set-up Charge that will be quoted at the time of the request. This charge will be invoiced immediately upon the change taking effect, and payment of this invoice will become due on the first day of the following month.

## **2.7 CLIENT OBLIGATIONS**

- 2.7.1 The Client shall not use the IP Services for any unlawful purpose or in breach of any applicable law or any other relevant law or protocol applicable or relevant to the Internet or any part of it or to anything connected to it or to any user of it. These prohibited uses include but are not limited to:
  - 2.7.1.1 civil infringement of and/or criminal offences relating to copyright, trade marks or any other intellectual property right in any jurisdiction; or
  - 2.7.1.2 commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990 or any similar legislation in any country which relates to the use or misuse of computers; or
  - 2.7.1.3 transmission or display or posting to a service accessible to the public of any material which is unlawful or defamatory, an invasion of privacy, breach of an intellectual property right, or breach of a right of publicity in any jurisdiction with which any service accessible to the public reasonably appears to have any connection or from which it may reasonably be apprehended that a service accessible to the public is likely to be significantly accessed; or
  - 2.7.1.4 transmission, transfer or display or posting to a service accessible to the public of any material in breach of the Data Protection Act 1998 or similar legislation in any other country or of any material which is confidential or is a trade secret or which affects the national security of the United Kingdom or any other country or which may expose TELECITY to any fine, levy, penalty or retribution under the laws and/or regulations and/or decrees and/or administration orders of the United Kingdom or any other country relating to the export of or dealing with military or potentially military resources; or
  - 2.7.1.5 use of the IP Services or the Internet in any manner which is a violation or infringement of any rights of any kind or nature of any person, firm or company within the United Kingdom or elsewhere; or
  - 2.7.1.6 unauthorised access to the network management equipment of TELECITY, its other Clients or other Internet providers; or
  - 2.7.1.7 forgery of Internet addresses or other fields in IP packets by the Client; or
  - 2.7.1.8 any mass mailing of unsolicited advertising material by the Client
- 2.7.2 The Client shall indemnify TELECITY against any and all costs, expenses (including, without limitation, legal costs) liabilities, losses, damages, claims, demands and judgments which TELECITY incurs or suffers as a result of any claim or action brought against TELECITY by a third party as a result of the Client's breach of clause 2.7.1 of this Schedule .
- 2.7.3 The Client must not use the IP Services or any Internet connection offered by TELECITY in any way that makes or in the reasonable opinion of TELECITY makes excessive use of network or computing resources of TELECITY to the detriment of TELECITY, its Clients or other Internet users. TELECITY may make or adopt codes of practice for this purpose and the Client agrees to comply with any such reasonable codes of practice as TELECITY may adopt from time to time.
- 2.7.4 In the event of termination the Client shall within 60 days of such termination becoming effective relinquish and give up all IP address space allocated to it for use in connection with the IP Services. The Client acknowledges that IP address space allocated for its use in connection with the IP Services is not portable and cannot be transferred to another provider.

- 2.7.5 The Client undertakes to provide all information required by TELECITY for the purpose of gaining authorisation from RIPE (or any other organisation which controls the use of IP addresses) for the use by the Client of IP addresses in connection with the IP Services
- 2.7.6 The Client consents to TELECITY having immediate and unhindered access for the purpose of maintaining TELECITY equipment used in association with the IP Services.

**2.8 SERVICE LEVEL AGREEMENT**

- 2.8.1 TELECITY will guarantee 99.99% service availability to Client's taking IP Multihome, as measured over a calendar month. TELECITY does not guarantee the operation or availability of any single carrier but if a fault is detected on any single carrier network TELECITY will use reasonable endeavours to ensure that the Client's IP traffic is not routed to that network for the duration of the fault. This SLA is subject to the exclusions referred to in clause 2.8.3 of this Schedule.
- 2.8.2 TELECITY will guarantee 99.9% service availability to Client's taking any IP Transit and 99.99% service availability to Clients taking IP Multihome, both measured over a calendar month. This SLA is subject to the exclusions referred to in clause 2.8.3 of this Schedule.
- 2.8.3 The following shall be excluded from any calculation of the performance level referred to in clauses 2.8.1 and 2.8.2 of this Schedule;
  - 2.8.3.1 Any period of force majeure (as referred to in clause 13 of the Agreement) affecting the IP Services or TELECITY;
  - 2.8.3.2 Any period of Scheduled maintenance work, that is potentially service impacting, on the IP Services infrastructure that results in service downtime. TELECITY will use its reasonable endeavours to ensure that such maintenance is limited to no more than two (2) hours in any period of twelve (12) months and that the Client is notified at least fourteen (14) days in advance;
  - 2.8.3.3 Any period where the act or omission of the Client either directly or indirectly causes the IP Services to be interrupted or unavailable;
  - 2.8.3.4 Any period during which the Client's equipment (or that of its clients) (including software) directly or indirectly affects, interrupts or limits the performance of the IP Services;
  - 2.8.3.5 Any period of interruption which is caused by equipment beyond TELECITY's point of demarcation as notified to the Client;
  - 2.8.3.6 Any period where the Client fails to comply with Clauses 2.7.5 and 2.7.6 of this Schedule.

**2.9 SERVICE CREDIT POLICY**

- 2.9.1 Service availability is expressed as the percentage of time the IP Services is available over a monthly period. The TELECITY IP Services are available if the port is available to send and receive traffic.
- 2.9.2 If TELECITY fails to meet the Service availability guarantee stated in Clause 2.8 of this Schedule during any calendar month, the Client will receive a service credit reduction as set out below. The percentage reduction applies to the monthly recurring service charge for the month in which the guarantee is not met.

IP Multihome Service Availability	IP Transit Service Availability	Reduction in Monthly Service Charge
>= 99.99%	>= 99.9%	0.00%
< 99.95%	< 99.85%	3.00%
< 99.90%	< 99.80%	5.00%
< 99.85%	< 99.75%	7.50%
< 99.80%	< 99.70%	10.00%

- 2.9.3 To receive credit the Client must contact TELECITY within 20 working days after the end of the month in which the SLA is not met. TELECITY shall deduct service credits from the

charges payable by the Client. The amount of partial or full-day service credits shall be calculated based upon the fixed recurring service charge for the relevant service.

- 2.9.4 Unavailability shall be measured from the point at which an employee of TELECITY or a Client contact informs TELECITY that the stated service has failed. Unavailability shall cease at the point at which an employee of TELECITY or a Client contact informs TELECITY that the service has been restored.

## **2.10 DATA PROTECTION ACT 1998**

The Client, as “Data Controller”, shall comply with the Data Protection Act 1998 (“the DP Act”) and any future legislation enacted in replacement of the DP Act. TELECITY, acting as “Data Processor” (as defined in the DP Act), shall comply with the 7<sup>th</sup> principle of the DP Act and any future legislation enacted in replacement of the DP Act. Consistent with the requirements of the 7<sup>th</sup> Principle of the DP Act TELECITY shall:

2.10.1 act only on instructions from the Client in respect of any Personal Data (as defined in the Act) of the Client processed by TELECITY ;

2.10.2 have technical and organisational measures in place against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data held or processed by it, appropriate to:

2.10.2.1 the harm that might result from such unauthorised or unlawful processing or loss, destruction or damage to Personal Data; and

2.10.2.2 the nature of the Personal Data;

2.10.3 take all reasonable steps to ensure the reliability of any of its staff who have access to Personal Data processed in connection with this Agreement.



**TelecityGroup UK Limited Master Service Agreement Contact Form**

**Company Information**

*Company Name:		
*Address:		*Flr/Suite:
*City:	* Postal Code:	* Country:
Business Alias/DBA:		
*Main Phone:		Main Fax:

**Shipping Information**                       Same as company information

*Shipping Contact:		
*Address:		*Flr/Suite:
*City:	* Postal Code:	* Country:

**Administrative/Technical Contact:**

**Primary**

*Name:	Title:
--------	--------

Address same as company information

Company:		
*Address:		*Flr/Suite:
*City:	* Postal Code:	* Country:
*e-mail:	*Office Phone:	
Office Fax:	e-mail pager:	
Numeric pager:	Mobile Phone:	
Home Phone:	*Passphrase:	

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\* - Required

**Preferred Method of Contact**  None (Check one box in each column. Note: 1<sup>st</sup> choice will always be e-mail)

Hours	1 <sup>st</sup> choice	2 <sup>nd</sup> choice	3 <sup>rd</sup> choice
Work M-F: 9AM - 5PM	e-mail	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> mobile <input type="checkbox"/> home	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> mobile <input type="checkbox"/> home
Off hrs M-F: 5PM – 9AM	e-mail	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> mobile <input type="checkbox"/> home	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> mobile <input type="checkbox"/> home
Weekend: 5PM Fri. – 9AM Mon.	e-mail	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> mobile <input type="checkbox"/> home	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> mobile <input type="checkbox"/> home

**Secondary (if applicable)**

*Name:	Title:
--------	--------

Address same as company information

Company:		
*Address:	*Fir/Suite:	
*City:	* Postal code:	* Country:
*e-mail:	*Office Phone:	
Office Fax:	e-mail pager:	
Numeric pager:	Mobile Phone:	
Home Phone:	*Passphrase:	

**Preferred Method of Contact**  None (Check one box in each column. Note: 1<sup>st</sup> choice will always be e-mail)

Hours	1 <sup>st</sup> choice	2 <sup>nd</sup> choice	3 <sup>rd</sup> choice
Work M-F: 9AM - 5PM	e-mail	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> Mobile <input type="checkbox"/> home	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> Mobile <input type="checkbox"/> home
Off hrs M-F: 5PM – 9AM	e-mail	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> Mobile <input type="checkbox"/> home	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> Mobile <input type="checkbox"/> home
Weekend: 5PM Fri. – 9AM Mon.	e-mail	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> Mobile <input type="checkbox"/> home	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> Mobile <input type="checkbox"/> home

**Billing Contact:**

*Name:		Title:
<input type="checkbox"/> Address same as company information		
Company		
*Address:		*Flr/Suite:
*City:	* Postal Code:	* Country:
*e-mail:	*Office Phone:	
Office Fax:	e-mail pager:	
Numeric pager:	Mobile Phone:	
Home Phone:	*Passphrase:	

**Preferred Method of Contact**  None (Check one box in each column. Note: 1<sup>st</sup> choice will always be e-mail)

Hours	1 <sup>st</sup> choice	2 <sup>nd</sup> choice	3 <sup>rd</sup> choice
Work M-F: 9AM - 5PM	e-mail	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> cellular/Mobile <input type="checkbox"/> home	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> cellular/Mobile <input type="checkbox"/> home
Off hrs M-F: 5PM – 9AM	e-mail	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> cellular/Mobile <input type="checkbox"/> home	<input type="checkbox"/> e-mail pager <input type="checkbox"/> numeric pager <input type="checkbox"/> office <input type="checkbox"/> cellular/Mobile <input type="checkbox"/> home

**PLEASE ATTACH ADDITIONAL CONTACT INFORMATION PAGES IF NEEDED**

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\* - Require

TELECITYGROUP UK LIMITED  
6/7 Harbour Exchange Square  
London  
E14 9GE

Application Date: \_\_\_ / \_\_\_ / \_\_\_

**APPLICATION FOR CREDIT** (v1.28)  
(failure to fill in all information may delay processing)

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**Bill To:** \_\_\_\_\_ **Ship To:** \_\_\_\_\_  
**Legal Name:** \_\_\_\_\_ **Name** \_\_\_\_\_  
**Division/subsidiary/DBA** \_\_\_\_\_ **Address** \_\_\_\_\_  
**Tax ID#** \_\_\_\_\_ **Address** \_\_\_\_\_  
**Address** \_\_\_\_\_ **City/Town/Country/ PostalCode** \_\_\_\_\_  
**City/Town/Country / Postal Code** \_\_\_\_\_ **Attn:** \_\_\_\_\_  
**Attn:** \_\_\_\_\_ **Phone No. ( )** \_\_\_\_\_  
**Phone No. ( )** \_\_\_\_\_ **Fax No. ( )** \_\_\_\_\_  
**Fax No. ( )** \_\_\_\_\_ **Credit Limit Requested £** \_\_\_\_\_

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**GENERAL BUSINESS INFORMATION**

**Type of Business**  
\_\_\_ Individual \_\_\_ Partnership \_\_\_ Company \_\_\_ Plc.

**Years in Business** \_\_\_\_\_ **Year and Jurisdiction of Incorporation/Established** \_\_\_\_\_

**Number of Employees** \_\_\_\_\_ **Approximate Annual Sales Volume £** \_\_\_\_\_ (Attach most Recent financial statement)

Director's Name	Title	National Insurance Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Accounts Payable Contact** \_\_\_\_\_ **Phone ( )** \_\_\_\_\_ **Fax ( )** \_\_\_\_\_

**BANK REFERENCES**

Bank Name \_\_\_\_\_ Account Number \_\_\_\_\_  
Town, City \_\_\_\_\_ Officer \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Country \_\_\_\_\_ Phone No \_\_\_\_\_

**BUSINESS CREDIT REFERENCES**

(1) Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Ext \_\_\_\_\_  
Account No. \_\_\_\_\_ Payment Terms \_\_\_\_\_  
(2) Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Ext \_\_\_\_\_  
Account No. \_\_\_\_\_ Payment Terms \_\_\_\_\_  
(3) Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Ext \_\_\_\_\_  
Account No. \_\_\_\_\_ Payment Terms \_\_\_\_\_

**TERMS AND CONDITIONS**

The undersigned agrees that on Net Term Accounts: (1) all Goods and/or Service sold are subject to credit approval, on terms of net due thirty (30) days from date of invoice and subject to one and one-half (1.5%) percent, or highest legal rate, interest on past due amounts; (2) to accept the determination of the manufacturer as to the warranty status of any returned merchandise; (3) that the Goods and/Service are sold subject to the MSA and Exhibit I signed by the parties with title residing in TELECITY until receipt of payment in full; and (4) to pay all reasonable collection costs, including but not limited to attorney's fees and court costs, that TELECITY may incur in collection of any sums past due as a result of open account credit extended. The undersigned hereby affirms under penalty of perjury that this open account application is true and correct and is made on behalf of the Applicant shown above, by a person who has actual authority to bind the Applicant, for the purpose of securing open account terms of credit from TELECITY and that the above references represent the major creditors of the Applicant; and that all the statements (and attachments, if any) shall remain TELECITY 's property even if credit is denied. Applicant agrees to notify TELECITY of any material change in the information given on this application within fifteen (15) days of such change and hereby authorizes TELECITY to obtain any information it may require relating to Applicant's credit worthiness from any source including banks, references, or a credit reporting agency. This affirmation will continue as long as there is a balance outstanding.

Client Name: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Note: If the Applicant is in business less than 2 years or has insufficient credit history or standing the Guarantee of Payment must be signed by the Principals or the application will be rejected**

**GUARANTEE OF PAYMENT**

IN ORDER TO FURTHER INDUCE TELECITY TO EXTEND CREDIT TO THE BUSINESS ORGANIZATION NAMED ABOVE ("CLIENT"), THE UNDERSIGNED, PERSONALLY AND INDIVIDUALLY, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY AND IRREVOCABLY GUARANTYS THE PROMPT PAYMENT OF ALL SUMS DUE TELECITY FROM CLIENT. I UNDERSTAND THAT I AM PRINCIPALLY LIABLE FOR ALL CREDIT, NOW AND HEREINAFTER TO BE EXTENDED TO CLIENT. THIS IS A GUARANTY OF PAYMENT NOT COLLECTION AND IS NOT CONTINGENT UPON ANY ATTEMPT TO COLLECT OR PROCEED AGAINST CLIENT. IN ADDITION, I AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE CONTRACTS BETWEEN TELECITY AND CLIENT WHICH MAY BE CHANGED, EXTENDED OR OTHERWISE MODIFIED FROM TIME TO TIME WITHOUT NOTICE AND WITHOUT AFFECTING OR RELEASING MY LIABILITY WHICH IS HEREBY DECLARED TO BE ABSOLUTE.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_



<b>TelecityGroup UK Ltd</b> F.A.O. Lisa Jackson/ Selina Kelali/ Junior Mitchell 6/7 Harbour Exchange Square London E14 9GE
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Name(s) of Account Holder(s)


Bank/Building Society account number

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Branch Sort Code

--	--	--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To the Manager	Bank/Building Society
Address	
Postcode	

Reference Number

T	E	L	E	C	I	T	Y	G	R	O	U	P	U	K		
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	--	--

**Instruction to your Bank Or Building Society to Pay by Direct Debit.**

Originator's Identification Number

4	0	3	0	7	4
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**Instruction to your Bank or Building Society**

Please pay TelecityGroup UK Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with TelecityGroup UK Ltd and if so, details will be passed electronically to my Bank/Building Society.

Signature
2 <sup>ND</sup> Signature if required
Date
Company Name if different from account holder

Banks and Building Societies may not accept Direct Debit Instructions from some types of account.



**This guarantee should be detached and retained by the payer.  
The Direct Debit Guarantee**



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change TelecityGroup UK Ltd will notify you 14 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by TelecityGroup UK Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.