

Service Supply Agreement

This agreement is made between

Galactica IT Group Ltd a company incorporated in England and Wales (registered number 11844964) whose registered address is at Suite 17, 8 Madeira Avenue, Leigh-on-Sea, Essex, SS9 3EB.

and

(**Company Name**) a company incorporated in England and Wales (registered number: (**Number**) whose registered address is at Company Address (**Customer Address**).

1. DEFINITIONS

In these terms, unless the context otherwise requires, the following expressions have the following meanings:

"Acceptable Use"	Means Galactica IT Group Ltd's 'Terms and Conditions' may be amended by Galactica IT Group Ltd from time to time.
"Commencement Date"	Means the date of this Agreement shown above. "Confidential information" all information obtained by one party from the other which is expressly marked as confidential or which is manifestly confidential, or which is confirmed in writing to be confidential within 7 days of its disclosure.
"Customer"	The user of the Services supplied under these Terms;
"Customer Material"	The Customer's data loaded, received, maintained, or transmitted by Galactica IT Group Ltd on the System for the Customer under these Terms;
"Initial Period"	Shall be 12 months unless otherwise stated in Schedule 1 in which case the initial period in Schedule 1 shall prevail. The initial Period shall commence on the Commencement Date.
"Licence Terms"	The Licencing conditions and restrictions of the Software manufacturer, supplier or licensor, including (but not limited to)

- a. In respect of the Microsoft Software the licencing conditions are available upon request;
- b. In respect of other Software, the licencing conditions are available upon request;

"Software"	All machine-readable data and instructions, including middleware and firmware and related updates and upgrades, licences materials, user documentation, user manuals and operating procedures used or in the provision of, or for the Customer to access, the Services;
"The Servers"	Galactica IT Group Ltd's server(s) used for the purpose of providing Services;
"The Services"	The aggregate of component services;
"Service Description"	The description of component Services set out in Galactica IT Groups 'Terms and Conditions'.
"System"	The hardware and software belonging to or used by Galactica IT Group and which provides a link to the World Wide Web via the internet;
"Terms"	The terms of this agreement and the annexed schedules.
"Working days"	Monday to Friday excluding English Public Holidays.

2. SUPPLY OF THE SERVICES

2.1 Galactica IT Group Ltd shall supply the Services in accordance with the provisions of these Terms.

2.2 Galactica IT Group Ltd shall supply the Services in accordance with applicable Service Description (and terms therein) for each component of the Services. The Service Descriptions for each component of the Services are set out in Galactica IT Group Ltd.'s Terms and Conditions and may be varied from time to time.

2.3 Galactica IT Group Ltd reserves the right to control, direct and establish technical procedures for the provision of the Services and the Customer shall follow the reasonable instructions and procedures of Galactica IT Group Ltd. Where necessary, Galactica IT Group Ltd may make reasonable operational changes to the Services without prior notice to the Customer.

2.4 Galactica IT Group Ltd has obtained and shall use its reasonable endeavours to ensure that it retains all necessary consents, licenses or certifications required for the provision of the Services.

2.5 Galactica IT Group Ltd shall use reasonable care and skill when providing Services but does not guarantee that the Services shall be continually available to the Customer. There may be occasions when Services are disrupted through an error or act of the Customer or another third party or, circumstances outside the reasonable control of Galactica IT Group Ltd.

2.6 Galactica IT Group Ltd shall, to protect the security of the Services and the Customer's Material, either on its own reasonable judgment, or on request by the Customer, promptly suspend availability of the Services over the internet. Galactica IT Group Ltd shall likewise, on its own reasonable judgment or on request by the Customer, promptly resume the provision of the Services following such suspension.

2.7 Galactica IT Group Ltd shall maintain reasonable safeguards against the destruction, loss or unauthorised alteration of the Customer's Material, and shall maintain reasonable security procedures to restrict the destruction, corruption or unauthorised access to the Customer's Material, including back up material.

2.8 Galactica IT Group Ltd, where applicable, will at all times implement and use appropriate virus-protection procedures and software on the Customer's Material

2.9 Galactica IT Group Ltd, upon reasonable notice to the Customer, may upgrade the Services to a new version of the Services at any time.

3. CONDITIONS OF USE OF THE SERVICES BY THE CUSTOMER

3.1 The Customer will be responsible for obtaining and maintaining the Customer's own compatible computer system being all such equipment, software and communications lines, including any public lines required by the Customer to access the Services ("Customer's Equipment"). Galactica IT Group Ltd has no responsibility for or liability with respect to the Customer's Equipment.

3.2 All Software made available for use by the Customer under these Terms is provided subject to the License Terms.

3.3 The Services are supplied subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of the Services shall include (without limitation):

3.3.1 obtaining, or attempting to obtain, the Service by rearranging, tampering with, or making connection with any facilities of Galactica IT Group Ltd, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid payment, in whole or in part, of the regular charges for the Services;

3.3.2 attempting to, or actually obtaining, accessing, altering, or destroying the data files, programs, procedures and/or information of Galactica IT Group Ltd or of another customer of Galactica IT Group Ltd;

3.3.3 using the Services in such a manner as to interfere unreasonably with the use of the Services by any other user or authorised person;

3.3.4 the resale of the Services without Galactica IT Group Ltd.'s prior written approval.

3.4 Galactica IT Group Ltd shall take reasonable steps to protect the Customer's information in accordance with the provisions of ISO 27001:2013, however the Customer acknowledges that the internet is not secure and accordingly that Galactica IT Group Ltd cannot guarantee the privacy of the Customer's information.

3.5 Where applicable, the Customer shall use an up-to-date virus-scanning program on all the Customer's Material.

3.6 The Customer shall maintain confidentiality of its login names, passwords and other confidential information relating to the Customer's access to the Services.

3.7 The Customer acknowledges that Galactica IT Group Ltd does not operate or exercise control over, and accepts no responsibility for the content of the Customer's Material.

4 PROFESSIONAL SERVICES

4.1 Galactica IT Group Ltd shall provide professional services as agreed between Galactica IT Group Ltd and the Customer ("Statement of Work") in addition to and to complement the Services.

4.1.1 The Statement of Work shall set out:

4.1.2 The scope of the professional services to be provided by Galactica IT Group Ltd;

4.1.3 The deliverables by Galactica IT Group Ltd to the Customer;

4.1.4 The period during which the professional services are to be delivered or the date by which deliverables will be delivered to the Customer.

4.1.5 The specification of the professional services to be delivered;

4.1.6 The conditions upon which professional services will be delivered to the Customer by Galactica IT Group Ltd;

4.1.7 The acceptance tests to be carried out (if applicable) in respect of the professional services;

4.1.8 The charges to be paid by the Customer to Galactica IT Group Ltd for the supply of professional services.

4.2 No Statement of Work shall be binding until signed by both Galactica IT Group Ltd and the Customer;

4.3 Galactica IT Group Ltd shall perform the professional services in a professional manner and with due care and skill;

4.4 Each party acknowledges that the scope and specification of the professional services may be subject to change subsequent to the commencement of the professional services. Variation to the Statement of Work shall be agreed between Galactica IT Group Ltd and the Customer and confirmed in writing ("Change Order") by both parties

4.5 The Customer may cancel the Statement of Work by giving notice to Galactica IT Group Ltd in writing. The following charges are payable in the upon cancellation;

4.5.1. The Customer has the right to withdraw from the Statement of work before the end of 14 days, beginning with the day after the day this agreement is made -No charge will apply.

4.5.2. On commencement of the Statement of Work – Early termination fees will apply, the Customer is required to pay the outstanding balance of the 12 month commitment in full.

5. INDEMNITY

5.1 The Customer shall indemnify Galactica IT Group Ltd against all losses, liabilities, cost (including legal costs on an indemnity basis) damages and expenses arising out of or a breach of any of the customer's obligations (including negative obligations) under this agreement.

5.2 Galactica IT Group Ltd shall indemnify the Customer against all losses, liabilities, costs (including legal costs on a indemnity basis) damages and expenses arising out of or in connection with any claim by a third party that the use by the Customer of Software infringes the third party's intellectual property rights subject to the following conditions:

5.3 The Customer will notify Galactica IT Group Ltd of any claim arising pursuant to this clause as soon as reasonably practicable after becoming aware of it;

5.4 The Customer shall not make any admissions nor admit any liability;

5.5 The Customer shall allow Galactica IT Group Ltd to conduct and/or settle all negotiations and litigation resulting from such claim or action; and

5.6 The Customer shall provide Galactica IT Group Ltd with such reasonable assistance (at Galactica IT Group Ltd.'s cost) in relation to the defence of the claim or action as Galactica IT Group Ltd shall request.

6. PAYMENT

6.1 The Customer shall pay to Galactica IT Group Ltd the charges for the supply of the Services as set out in Schedule 1 ("the Service Charges").

6.2 The Service Charges payable under these Terms are exclusive of Value Added Tax which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

6.3 Galactica IT Group Ltd may vary all or any of the Service Charges by giving 60 days written notice to the Customer in advance of the expiry of the Initial Period or any anniversary thereof, save for the passing through of any increased costs by a third party service provider or licensor in which case the Service Charges may be varied by giving 30 days' notice at any time.

6.4 Where the Service Charges are not paid by the Customer when due, Galactica IT Group Ltd upon 7 days' notice may suspend the Services to the Customer and the Statement of Work.

6.5 The customer shall pay charges for professional services under the Statement of Work within 30 days of the performance of such services, or upon the completion or acceptance of such professional services, whichever is the earlier. Galactica IT Group Ltd shall notify the customer in writing when it considers the professional services to have been performed/completed/accepted as appropriate. Where payment terms are specified in the Statement of Work they shall override this clause 6.5.

6.6 Any Services provisioned to the Customer subsequent to the Commencement Date in addition to the Services in Schedule 1 shall be deemed to be additions to Schedule 1 (“Additional Services”) and provided in accordance with the Terms of this Agreement. Additional Services shall be subject to a minimum 12-month term and thereafter terminate at the next anniversary of the Commencement Date.

6.7 Any applicable Cancellation Fee shall be paid within 7 days of the termination of this Agreement.

6.8 Early Repayment – The Customer has the right to repay all or part of the service charge at any time. You must give Galactica IT Group Ltd written notice of your intention to make early repayment. If you partially repay the credit early, we will apply the early repayment evenly across your instalments. This means that your term will remain the same, but your monthly instalments will decrease to smaller, equal monthly instalments with your final instalments rounded up or down to the nearest whole pence accordingly.

7. GALACTICA IT GROUP LTD'S SOFTWARE

7.1 Galactica IT Group Ltd hereby grants to the Customer and the Customer hereby accepts a non-exclusive and non-transferable license to use any Software provided by Galactica IT Group Ltd to access the Internet, for the sole purpose of enabling the Customer to use the Services. The Customer hereby acknowledges that the title of and intellectual property rights to all such software is and shall remain in the ownership of Galactica IT Group Ltd. The Customer hereby undertakes to protect and keep confidential all Galactica IT Group Ltd. software used by it, and shall make no attempt to examine, copy, alter, reverse engineer, disassemble or tamper with such software.

8. LIMITATION OF LIABILITY

8.1 Except as specified in clause 2.5 Galactica IT Group Ltd shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the supply of Services, the System, the connectivity to the Internet, any Software or its use, application, support or otherwise, except to the extent to which it is unlawful under the applicable laws and regulations to exclude such liability.

8.2 Galactica IT Group Ltd shall not be liable to the Customer for loss of profits or contracts, loss of goodwill or other special, indirect, or consequential loss whether arising from negligence, breach of contract or howsoever

8.3 In the event that any exclusion contained in these Terms shall be held to be invalid for any reason and Galactica IT Group Ltd becomes liable for loss or damage that it may otherwise have been lawful to limit, such liability shall be limited to the fees paid by the Customer in the 12 month period preceding the occurrence of the liability.

8.4 Galactica IT Group Ltd does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Galactica IT Group Ltd its employees, agents or authorised representatives and further to the extent Galactica IT Group Ltd is not able to exclude such liability by law.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Galactica IT Group Ltd acknowledges and agrees that the copyright, trademarks, trade names, patents and all other intellectual property rights vesting in the Customer shall remain vested in the Customer and nothing in these Terms shall operate as an assignment to Galactica IT Group Ltd of such intellectual property rights.

9.2 The Customer acknowledges and agrees that the copyright, trademarks, trade names, patents and all other intellectual property rights vesting in Galactica IT Group Ltd shall remain vested in the Galactica IT Group Ltd and nothing in these Terms shall operate as an assignment to the Customer of such intellectual property rights.

9.3 Galactica IT Group Ltd acknowledges that the Customer's Material will at all times remain under the sole ownership of the Customer with the Customer retaining all rights to the same.

10. CONFIDENTIALITY

10.1 Galactica IT Group Ltd and the Customer shall treat as confidential all Confidential Information and shall not divulge such Confidential Information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such party, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause.

11. DATA PROTECTION

11.1 In this clause, the terms "controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given under the EU General Data Protection Regulation (Regulation 2016/679) and any and all applicable national data protection laws implementing or supplemental to that Regulation including UK the Data Protection Act 2018 ("Applicable Data Protection Law").

11.2 The Customer hereby notifies Galactica IT Group Ltd that the Customer's Material contains personal data (the "Customer Personal Data") and the Customer (the controller) appoints Galactica IT Group Ltd as a processor to process the Customer Personal Data. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law. If Galactica IT Group Ltd becomes aware that processing the Customer Personal Data infringes Applicable Data Protection Law, it shall promptly inform the Customer.

11.3 The Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Galactica IT Group Ltd for processing.

11.4 The Customer warrants and undertakes to Galactica IT Group Ltd that:

11.4.1 the Customer Personal Data has been obtained and processed (in so far as the Customer Personal Data has been processed) lawfully;

11.4.2 the Services will be entirely consistent with and appropriate to the specified and lawful purposes for which the Customer has notified the data subject in respect of the Customer Personal Data (the "Notified Purposes");

11.4.3 the Customer has not hitherto and will not during the continuance of these Terms use or disclose the Customer Personal Data or any part thereof in a manner incompatible with the Notified Purposes;

11.4.4 the Customer Personal Data is adequate, relevant and not excessive in relation to the Notified Purposes; and

11.5 Processor obligations:

11.5.1 Galactica IT Group Ltd shall not transfer the Customer Personal Data outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

11.5.2 Galactica IT Group Ltd shall ensure that any person it authorises to process the Customer Personal Data (an "Authorised Person") shall protect the Customer Personal Data in accordance with Galactica IT Group Ltd.'s confidentiality obligations under these Terms.

11.5.3 Galactica IT Group Ltd shall implement technical and organisational measures to protect the Customer Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Customer Personal Data (a "Security Incident").

11.5.4 Galactica IT Group Ltd shall provide reasonable and timely assistance to the Customer (at the Customer's expense) to enable the Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Customer Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Galactica IT Group Ltd, Galactica IT Group Ltd shall promptly inform the Customer providing full details of the same.

11.5.5 Galactica IT Group Ltd shall and provide reasonable cooperation to the Customer (at the Customer's expense) in connection with any data protection impact assessment that may be required under Applicable Data Protection Law in relation to the processing of Customer Personal Data.

11.5.6 If Galactica IT Group Ltd becomes aware of a confirmed Security Incident, Galactica IT Group Ltd shall inform the Customer without undue delay and shall provide reasonable information and cooperation to the Customer so that the Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Galactica IT Group Ltd shall further take such any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep the Customer informed of all material developments in connection with the Security Incident.

11.5.7 Upon termination or expiry of this Agreement, Galactica IT Group Ltd shall (at the Customer's election) destroy or return to the Customer all Customer Personal Data in its possession or control. This requirement shall not apply to the extent that Galactica IT Group Ltd is required by applicable law to retain some or all of the Customer Personal Data, or to Customer Personal Data it has archived on back-up systems, in which event Galactica IT Group Ltd shall securely isolate and protect from any further processing except to the extent required by such law until deletion is possible.

11.6 The Customer consents to Galactica IT Group Ltd engaging third party sub processors to process the Customer Personal Data provided that:

- i. Galactica IT Group Ltd maintains an up-to-date list of its sub processors, which it shall update with details of any change in sub processors at least 14 days' prior to any such change;

ii. Galactica IT Group Ltd imposes data protection terms on any sub processor it appoints that require it to protect the Customer Personal Data to at least the standard required by Applicable Data Protection Law; and

iii. Galactica IT Group Ltd remains liable for any breach of this Clause that is caused by an act, error or omission of its sub processor. The Customer may object to Galactica IT Group Ltd's appointment or replacement of a sub processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Galactica IT Group Ltd will either not appoint or replace the sub processor or, if this is not possible, the Customer may suspend or terminate the Services (without prejudice to any fees incurred by the Customer prior to suspension or termination).

11.7 The Customer acknowledges that Galactica IT Group Ltd is regularly audited against ISO 27001 standards by independent third-party auditors. Upon request, Galactica IT Group Ltd shall supply a copy of its ISO 27001 certificate to the Customer, which shall be subject to the confidentiality provisions of this Agreement.

11.8 In performing its Services Galactica IT Group Ltd may process for diagnostic or investigative purposes only personal data belonging to the Customer. Galactica IT Group Ltd hereby warrants to the Customer that in such circumstances it will in respect of such personal data observe all the obligations pertaining to a data processor under Applicable Data Protection Law and will indemnify the Customer against all breaches of the said laws by Galactica IT Group Ltd in respect of the Customers data.

12. DURATION AND TERMINATION

Notwithstanding clause 2.5, Galactica IT Group Ltd will not be responsible for any delay in, or failure of, the Services or the internet due to any occurrence, event or cause beyond Galactica IT Group Ltd's reasonable control, which may prevent or hinder the performance of Galactica IT Group Ltd of any of its obligations under this Agreement.

13 DURATION AND TERMINATION

13.1 These Terms shall commence on the Commencement Date and shall continue until terminated in accordance with this Clause 13.

13.2 These Terms may be terminated by the Customer, without penalty, by giving at least one month's notice in writing in advance of the expiry of the Initial Period or any subsequent anniversary of the Commencement Date thereafter. In the event such notice is given and subject to clause 6.6, termination of these Terms shall take effect on the expiry of the Initial Period or subsequent anniversary of the Commencement Date, as appropriate.

13.3 Subject to clause 13.2 and 13.4, if the Customer wishes to terminate this Agreement other than on the expiry of the Initial Period or any anniversary date thereafter, the Customer shall pay the Service Charges due between the date of termination and the expiry of Initial Period or if the Initial Period is past, the next anniversary of the expiry of the Initial Period ("the Cancellation Fee").

13.4 These Terms may be terminated forthwith by either party on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or a bankruptcy petition presented to the court or shall cease or threaten to cease to carry on business.

13.5 Galactica IT Group Ltd may cease to supply the Services forthwith without giving notice to the Customer if the Customer is in material breach of these Terms and has failed to rectify such breach (in the case of a breach capable of being remedied) within 14 days of receiving a written notice requiring it to do so.

13.6 Any termination under this clause 13 shall discharge Galactica IT Group Ltd from any liability for further performance of the Services but its rights to make any claim for any antecedent breaches shall remain in force.

14. AMENDMENT

14.1 No variation to the provisions of these Terms or Schedules shall be of any effect unless made in writing and agreed and signed by or on behalf of Galactica IT Group Ltd and the Customer.

15. ASSIGNMENT

15.1 Galactica IT Group Ltd may perform any of the obligations undertaken by it and to exercise any of the rights granted to it under these Terms through any other company which at the relevant time is its holding company or subsidiary (as defined by section 1159 of the Companies Act 2006) or the subsidiary of any such holding company, and any act or omission of any such company shall for the purposes of these Terms be deemed to be the act or omission of Galactica IT Group Ltd.

16. NOTICES

16.1 Any notice required or permitted under these Terms or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, sent by registered mail as appropriate, properly posted and fully pre-paid in an envelope properly addressed or sent by facsimile or email to the respective addressee at its usual place of business or to such other address, facsimile number or email address as may from time to time be designated by notice hereunder.

16.2 Any such notice shall be considered to have been received on the next working day following delivery, facsimile or emailing or in any other event within seven (7) Working Days after it was mailed in the manner provided under this clause.

17. LAW

17.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

17.2 Any dispute which may arise between the parties concerning these Terms shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts for such purpose.

18 INTERPRETATION

In these Terms:

18.1 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;

18.2 words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa;

18.3 any reference to Galactica IT Group Ltd or the Customer in these Terms includes a reference to their successors in title and permitted assigns;

18.4 the headings to the clauses are for ease of reference only and shall not affect the interpretation or construction of these Terms. 18.5 any reference to a clause means a clause in this Agreement unless the contrary is stated. 18.6 references to "written" (e.g. written consent or written notice) shall include by email.

19. SEVERABILITY

19.1 Notwithstanding that the whole or any part of any provision of these Terms may prove to be illegal or unenforceable the other provisions of these Terms and the remainder of the provision in question shall remain in full force and effect.

20. THIRD PARTIES

20.1 Galactica IT Group Ltd and the Customer confirm their intent not to confer any rights on any third parties by virtue of these Terms and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply.

21. WAIVER

21.1 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

22. ENTIRE AGREEMENT

22.1 Each party on behalf of itself and as agent for each of its related persons acknowledges and agrees with the other party (each such party acting on behalf of itself and as agent for each of its related persons) that:

22.1.1 this Agreement constitutes the entire and only Agreement between the parties and their respective related persons relating to the subject matter of this Agreement;

22.1.2 neither it nor any of its related persons has been induced to enter into this Agreement in reliance upon, nor has any such party been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that any of them have been, it (acting on behalf of itself and as agent on behalf of each of its related persons) unconditionally and irrevocably waives any claims, rights or remedies which any of them might otherwise have had in relation thereto;

PROVIDED THAT the provisions of this clause 22.1 shall not exclude any liability with any of the parties or, where appropriate, their related persons would otherwise have to any other party or, where appropriate, to any other party's related persons or any right which any of them may have in respect of

any statements made fraudulently by any of them prior to the execution of this Agreement or any rights which any of them may have in respect of fraudulent concealment by any of them.

SCHEDULE 1

A) SERVICE(S) PROVIDED

.....
.....

B) INITIAL PERIOD

.....Months

C) SERVICE CHARGES

.....

The Service Charges provided above are in relation to the Services.

The charges above are per calendar month.

Provider Name:

Customer Name:

Job Title:

Job Title:

Signature:

Signature: