

VIRTUAL 1 ADDITIONAL TERMS

Unless they are inconsistent with the context, the defined terms in these Additional Terms shall have the same meaning as specified in the Standard Terms of Service.

These Additional Terms are applicable to the V1 Services referred to below. Please also read TechQuarters' [standard terms of service](#) (the "**Standard Terms of Service**") which are hereby incorporated by reference (a copy of which is available on request or as published on our website at www.techquarters.com/terms).

1. Provision of V1 Services

- 1.1 TechQuarters is authorised by Virtual1 Limited, a UK registered company under number 06177891 and whose registered office address is 6th Floor, Alphabeta, 14-18 Finsbury Square, London EC2A 1BR ("**Virtual1**") to provide you with or to procure for you the Services referred to in the Virtual1 Service Description (a current copy of which is here: http://www.techquarters.com/wp-content/uploads/V1_Service_SLAs.pdf (the "**V1 Services Description**") and set out in a relevant Order Form or Quote (the "**V1 Services**").
- 1.2 TechQuarters reserves the right to modify or change any products or services provided as part of the Relevant Services and/or to migrate you to alternative Relevant Services or modified Relevant Services, using reasonable endeavours to avoid materially reducing overall performance of operation or functionality.
- 1.3 TechQuarters will be responsible for maintaining the products and services provided as part of the Relevant Services but you acknowledge and accept that TechQuarters may engage the services of any third party, as TechQuarters in its sole discretion deems necessary, including (without limitation) Virtual1, who may impose additional terms and conditions in relation to the provision of their services, which TechQuarters shall notify to you from time to time and which you are hereby deemed to accept.
- 1.4 TechQuarters cannot and does not warrant or represent that any Service provided hereunder will be uninterrupted or fault-free. TechQuarters will use its reasonable endeavours to procure the provision of Service(s) hereunder in a timely manner and in accordance with any delivery timescales indicated. Unless otherwise specified, however, all delivery timescales are estimates only, and TechQuarters shall have no liability to you for failure to meet any delivery timescales.
- 1.5 In order for TechQuarters or its subcontractors (and including but not limited to Virtual1) to perform its obligations under any Agreement, and upon you receiving reasonable notice and subject always to your right to supervise any access, you shall at your own expense procure for the aforementioned persons and their authorised representatives from time to time: (i) the right to enter those parts of your datacentres or other premises where installation of Virtual1 equipment is necessary for the provision of the V1 Services or the right from your landlord to enter relevant premises or land as necessary to the extent that they are used for the purposes of the provision of the V1 Services; (ii) the right to perform installation and maintenance work at or on the aforementioned premises or land from time to time in accordance with the agreed access provisions; (iii) the right to bring upon, install and keep installed at the said aforementioned premises or land such equipment as is reasonably necessary for the provision of the V1 Services and the maintaining of the Virtual1 equipment or supplier equipment. You shall also at your own expense procure or provide whatever further consents and wayleaves may be required to enable the aforementioned persons to provide the V1 Services under any applicable Agreement.

2. Your obligations

- 2.1 You:
 - (a) shall ensure that all equipment connected to the V1 Services by you or on your behalf is technically compatible with the relevant V1 Service(s) and any applicable Specifications, and your site and equipment complies with and is used in accordance with all reasonable procedures notified by TechQuarters, Virtual1 and/or any applicable legislation.
 - (b) shall not except in the circumstances required to be permitted by applicable law, alter, rearrange, disconnect, remove, reverse engineer, repair or attempt to repair or tamper with the V1 Service(s) (including any Virtual1 equipment) or cause, or allow, a third party to do any of these activities, without TechQuarters' prior written consent.
 - (c) shall be solely responsible for selecting, supplying and maintaining your own facilities and equipment, unless outsourced to TechQuarters by purchasing an available V1 Service.

- (d) accept that any circuit shifts required from time to time and requested by you shall be at TechQuarters' sole discretion and that circuit shifts are not possible during the first twelve (12) months of the relevant Agreement.
- (e) shall be solely responsible for the content and security of any data or information which you (or any person on your behalf or with your permission) sends or receives using the V1 Service(s), and you will allow TechQuarters and its subcontractors (and including but not limited to Virtual1) to copy, display, distribute, download, transmit and otherwise use such content ("Content") as reasonably required to perform applicable obligations under any Agreement.
- (f) shall ensure that you have all necessary right, title and interest in and to the Content, and that you have obtained all consents, licenses, permissions and releases necessary to grant the above right to copy, display, distribute, download, transmit and otherwise use the Content.
- (g) shall, if given access to the Virtual1 1Portal, comply with the applicable terms of use as made available from time to time on the 1Portal.
- (h) shall comply at all times with the V1 Acceptable Use Policy and all applicable terms set out in Service Schedules for each individual Service which are contracted for between you and TechQuarters (as referenced in any applicable Order Form or Quote).
- (i) shall comply at all times with all applicable laws and regulations including but not limited to any applicable Data Protection Legislation and with Virtual1's Acceptable Use Policy in effect from time to time.
- (j) are responsible for the payment of all charges applicable to the V1 Services including, but not limited to, charges incurred as a result of fraud or unauthorised use of a V1 Service and all agreed additional fees or charges arising from your service requests and/or usage including but not limited to facilities, power, bandwidth and/or network capacity above and beyond your contracted level as specified in the relevant Order Form or Quote, and any reasonable expenses incurred by TechQuarters in connection therewith.
- (k) unless otherwise agreed in writing by the parties, shall during the course of any Agreement, have comprehensive general liability insurance covering public liability, employer's liability, professional indemnity, personal injury and death, and property damage insurance with a combined single limit of at least £2 (two) million. You shall also maintain insurance covering goods leased, licensed, sold or otherwise provided to you as part of any V1 Service against loss or physical damage. You shall, as and when requested, provide TechQuarters with such evidence as it may require in relation to your insurance.
- (l) shall continue to pay all relevant Charges in respect of V1 Services until the relevant V1 Service is ceased in accordance with these terms.
- (m) shall use any TechQuarters' or its suppliers' equipment and associated software in strict accordance with any instructions or software licence communicated or made available by TechQuarters or its suppliers from time to time, and TechQuarters and its suppliers will not be liable for any repairs whatsoever or howsoever arising other than as a result of normal and proper use in accordance with those instructions and software licences.
- (n) where it is necessary for TechQuarters or its suppliers to effect installation and/or maintenance of a V1 Service, equipment or goods at your site, you shall provide full access to such site and to your personnel, and any technical help reasonably required by TechQuarters or its suppliers.
- (o) shall be responsible for insuring any TechQuarters' and/or supplier equipment on your site against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of the equipment and you shall be responsible for insuring yourself against all loss of or damage/corruption to data. In no event will TechQuarters or its suppliers be liable for loss or

damage/corruption to any data stored/transmitted on/using any V1 Service or any equipment or goods provided hereunder.

- 2.2 You shall not (and shall not authorise or permit any other party to):
- (a) use any V1 Service or any network supplied to you hereunder for the transmission of any information, data or other material which is in violation of any law or regulation, or which is defamatory, menacing, obscene, in breach of any third party intellectual property right (including copyright) or in breach of trade secrets ("Prohibited Material");
 - (b) use any V1 Service or any network supplied to you hereunder for the transmission of any material that contains software viruses or any other computer code, files or programs designed or intended to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - (c) use any V1 Service or any network supplied to you hereunder for mail-bombing or spamming (i.e the act of sending a large number of unsolicited e-mail messages within a short period of time to one or more individual e-mail accounts) or sending one unsolicited e-mail message to ten or more individual e-mail users, where the message could reasonably be expected to cause complaints from some of the recipients; or
 - (d) attempt to gain unauthorised access to any account or computer resource not belonging to you, or attempt the unauthorised accessing, altering, interfering with, or destruction of any network, system, equipment or information by any means or device.

Any breach of this clause 2.2 shall be deemed to be a material breach of your Agreement and shall entitle TechQuarters to terminate all Agreements with you forthwith and for this purpose it shall be irrelevant whether you are aware of the content of any information, data or material so transmitted or not. TechQuarters may suspend any and all V1 Services without notice with immediate effect if in TechQuarters' reasonable opinion you are in breach of this clause 2.2.

- 2.3 You acknowledge that TechQuarters and its suppliers are unable to exercise control over the content of the information, data and other material passing over any network and/or connections supplied to you hereunder, and/or any V1 Service, and TechQuarters and its suppliers hereby exclude all liability of any kind for the transmission or reception of Prohibited Material of whatever nature. You hereby agrees to indemnify and hold TechQuarters and its suppliers harmless from and against any claim brought by a third party resulting from the use of any network and/or line supplied to you hereunder, and/or any V1 Service by you, including but not limited to infringement of any intellectual property right of any kind, and breach of any legislation or regulation, or otherwise arising out of or in connection with any Prohibited Material. You shall pay all costs, damages, awards, fees (including reasonable legal fees) and judgements awarded against TechQuarters and/or its suppliers arising from such claims, and shall provide TechQuarters and/or its suppliers with prompt notice of such claims, full authority to defend, compromise or settle such claims and all reasonable information, assistance and cooperation necessary to defend such claims, at your sole expense. Such actions will be taken in consultation with you.
- 2.4 You understand and accept that your Agreement is exclusively between you and TechQuarters, that there is no privity of contract and therefore no contractual relationship between you and Virtual1, and that where Virtual1 acts in accordance with its agreement with TechQuarters it does so on behalf of TechQuarters as its subcontractor.

3. Additional Charges

- 3.1 Unless otherwise agreed by the parties in writing, the charges for change requests and technical consultancy requested by you assume that such services will be performed between the hours of 8:30 am and 5:30 pm Monday to Friday inclusive (excluding public holidays). In the event that such services are performed outside these hours upon your request then such services shall be subject to additional charges, as specified by TechQuarters from time to time.
- 3.2 After the expiry of the Initial Period of a V1 Service, TechQuarters may vary the Charges for that V1 Service by giving you not less than fourteen (14) days' written notice.

- 3.3 In the event of any change in applicable law or regulation that changes the cost of delivery of a V1 Service, TechQuarters shall give you written notice of an increase in the Charges payable in respect of that V1 Service, and you shall have fourteen (14) days from receipt of such notice to accept the increase or tender notice of termination. If you elect to cease the relevant V1 Service pursuant to this provision, such termination shall not trigger any applicable cease charge that would otherwise have been payable. If you fail to provide written notice of termination within such 14 day period, you shall be deemed to have accepted the increase in Charges and the V1 Service provided after such fourteen (14) day period shall be at the increased Charges.
- 3.4 TechQuarters is not obliged to detect or report unauthorised or fraudulent use of the V1 Service(s). You shall be solely responsible for all Charges incurred through or as a result of fraudulent or unauthorised use of the V1 Service(s).
- 3.5 You agree to pay the additional Charges as set out in this clause 3 of the Additional Terms in accordance with the Standard Terms of Service.

4. Goods

- 4.1 Goods or Virtual1 equipment leased to you as part of any V1 Service shall remain the property of TechQuarters or its suppliers. You shall comply with the terms of any applicable lease relating to such goods or Virtual1 equipment, as those terms are communicated by TechQuarters to you from time to time. Upon termination or cancellation of a V1 Service, all associated goods or Virtual1 equipment leased in connection therewith shall be returned to TechQuarters within five (5) Business Days. For the avoidance of doubt, unless specifically stated otherwise in the applicable Order Form or Quote, all goods or Virtual1 equipment provided hereunder, including any equipment placed on your premises shall be deemed to be leased in accordance with the terms set out below.
- 4.2 You shall, in relation to any goods or Virtual1 equipment leased to you by TechQuarters or its suppliers:
- (a) from the date on which such goods or Virtual1 equipment are delivered to you until such goods or Virtual1 equipment are re-delivered to or collected by TechQuarters, maintain in place with an insurer acceptable to TechQuarters (acting reasonably) insurance covering the goods or Virtual1 equipment to their full replacement value against all usual risks relating to loss or damage from whatever cause (other than exclusions agreed in writing by TechQuarters);
 - (b) not sell, assign, sub-let, pledge or part with possession or control or otherwise deal with the goods or Virtual1 equipment except as authorised in writing by TechQuarters;
 - (c) not create any mortgage, charge, lien or other encumbrance on the goods or Virtual1 equipment; and
 - (d) keep the goods or Virtual1 equipment in good condition and working order (fair wear and tear excepted).
- 4.3 Title to Virtual1 equipment shall not pass to you. Title to goods sold to you (as specified in the applicable Order Form or Quote) shall pass to you upon payment in full for those goods. Title to all other goods (including routers where applicable), equipment and/or facilities furnished by or on behalf of TechQuarters, shall remain with TechQuarters (or its suppliers). Risk in all goods, whether sold or leased, shall pass to you on delivery to you. Unless otherwise agreed in writing, all Virtual1 equipment will remain Virtual1's property and must be returned to TechQuarters immediately on termination of the relevant Agreement, otherwise an additional charge may be levied by Virtual1 which TechQuarters will notify to you and which you accept and agree will apply and will be paid by you promptly on demand.
- 4.4 You must notify TechQuarters, and the applicable shipping company, in writing, within one (1) Business Day after delivery, of any defective, non-conforming or damaged goods ("Faulty Goods"). Failure to do so shall constitute acceptance of any such Faulty Goods and a waiver of any claim against TechQuarters and its suppliers. The return of any non-Faulty Goods shall be subject to TechQuarters' prior written consent, and you must obtain a return material authorisation from TechQuarters and comply with any applicable returns policy in effect from time to time.

4.5 Equipment provided or installed by or on behalf of TechQuarters for use in connection with the V1 Service(s) shall not be used for any purpose other than that for which it is provided. In the event that you or any other third party attempts to operate or maintain any supplied equipment without first obtaining TechQuarters' written approval, you shall pay TechQuarters, in addition to its other rights and remedies, for any damage incurred, repair and/or replacement (at TechQuarters' option) necessitated, and service charges relating to the maintenance, inspection, repair or replacement of such equipment. TechQuarters shall not be responsible for the installation, maintenance, compatibility, or performance of any equipment or software not provided by it or on its behalf. If such equipment or software impairs any V1 Service, you shall remain liable for payment. If such equipment or software causes or is likely to cause a hazard or service obstruction, you shall, immediately upon notice, remedy the situation. TechQuarters may, at its sole discretion agree to provide consulting services to remedy the difficulties caused by any of the foregoing, in which case you shall pay Charges in respect of the same at TechQuarters' then current standard rates for the provision of such services.

5. Cessation/Cancellation

5.1 TechQuarters may cease a V1 Service, to take effect on the last day of the Initial Period or the last day of any Renewal Period by providing written notice to you. Otherwise, TechQuarters may cancel an order or cease a V1 Service on provision to you of not less than forty-five (45) calendar days' prior notice.

5.2 If you wish cancel an order or cease a V1 Service, you must serve a written notice on TechQuarters not less than one hundred and twenty (120) calendar days prior to the desired date of such cancellation and you shall be liable to pay a cancellation charge equal to the Charges which would have been payable to TechQuarters for the remainder of the Initial Period or Renewal Period (as applicable) but for such cancellation, unless expressly agreed otherwise by TechQuarters.

5.3 Unless otherwise specified in the Order Form or Quote, the process for cancellation is as follows:

- (a) following receipt of such notice of cancellation, TechQuarters shall notify you of any applicable cancellation charge referred to above and any other applicable cancellation and/or administrative charges including those which will be levied by Virtual1 or any of its other suppliers in the event that cancellation proceeds, all calculated by reference to the cancellation and administrative charges list set out in the V1 Additional Charges sheet as amended by TechQuarters from time to time (the current version of which is found here: *[insert weblink]*);
- (b) you will then have a period of fourteen (14) calendar days to decide whether you wish to proceed with such cancellation. If you notify TechQuarters that you do not wish to proceed and/or you fail to respond within such fourteen (14) day period, the cancellation shall not proceed and the Agreement shall continue in full force and effect;
- (c) if you confirm within the above fourteen (14) day period that you wish to proceed with cancellation, such cancellation shall occur upon expiry of the written notice referred to above provided that you have paid to TechQuarters all relevant cancellation and administrative charges notified to you as mentioned above. Failure to effect such payment on or prior to the expiry of the written notice shall mean that the Agreement continues in full force and effect until such time as payment of all relevant cancellation and administrative charges is made, including any which are incurred (and which may subsequently be notified to you, again calculated by reference to the V1 Additional Charges sheet referred to above) as a result of the delay in such cancellation due to your non-payment.

5.4 You must and shall return to TechQuarters (or as it directs) all documentation, information, licensed or leased goods or other materials, and all copies of each of the foregoing, supplied to you hereunder. You shall certify in writing that no such documentation, information, licensed or leased goods, or other materials have been retained or copied by You.

5.5 TechQuarters may suspend or terminate any and all Agreements with you forthwith on notice in the event that you fail to make any payment when due or where TechQuarters is no longer authorised as referred to in clause 1.1 above.

- 5.6 In addition, TechQuarters may suspend provision of the Relevant Services to you, in whole or in part, immediately upon notifying you in writing:
- (a) in the event that TechQuarters is entitled to terminate the relevant Agreement;
 - (b) in the event that you are misusing the products or services being provided as part of the V1 Services;
 - (c) in order to carry out emergency upgrading or maintenance work; or
 - (d) in order to comply with an order of the government or other competent authority or in order to comply with any requirement of a third party provider without whom the V1 Services cannot be provided in full.

5.7 TechQuarters may disconnect products or services forming part of the V1 Services where the use by you of the same is interfering with services provided by TechQuarters and/or its relevant third party providers to other partners or end users in a manner TechQuarters deems to be unacceptable.

5.8 In the event of any termination or cessation of a V1 Service or any Agreement by TechQuarters as a result of your failure to adhere to and comply with any of your applicable obligations under any Agreement, you will not be entitled to (and TechQuarters shall have no liability or obligation to make) payment of any refund to you for any sums paid in respect of periods following such termination or cessation.

6. Intellectual Property

6.1 You accept and acknowledge that Virtual1 shall remain the sole owner of and retain all right, title and interest in any service, technical information and all intellectual property rights ("IPR") in the Virtual1 Technology. Any Virtual1 Technology will not be work for hire. In return for payment of all Charges, TechQuarters shall procure that Virtual1 grants to you a non-exclusive, non-transferable, non-assignable license, during the term of the relevant Agreement to use any IPR provided with the V1 Service(s) solely for the purpose of taking the benefit of the V1 Service in question. You accept and acknowledge that TechQuarters and Virtual1 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 any Agreement.

7. Indemnification and Limitation of Liability

7.1 You shall at all times fully indemnify, defend and hold harmless TechQuarters and its suppliers, and its and their officers, employees, subcontractors, representatives, landlords and/or mortgagees from and against any and all losses, damages, claims, demands, costs and expenses, including reasonable legal fees and court costs (including liability for infringement of a third party's intellectual property rights), personal injury, death or property damage caused by or arising from your acts or omissions including those of your employees or representatives, in connection with the V1 Service(s) and/or goods provided hereunder.

7.2 Except for the express provisions of this Agreement and to the maximum extent permitted by applicable law TechQuarters disclaims and excludes all warranties, terms and other conditions, including but not limited to any warranty, term or other condition of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement, in every case whether implied by statute, common law, custom, collaterally or otherwise.

7.3 Neither party restricts its liability for:

- (a) death or personal injury caused by negligence;
- (b) fraudulent misrepresentation; or
- (c) any other liability which cannot be restricted by applicable law.

7.4 Subject to clause 7.3, in no event shall TechQuarters be liable to you, whether in contract, tort (including negligence), pre-contract or other representations or otherwise for any loss of business, contracts, profits or anticipated savings, loss of or damage to goodwill or reputation, loss of or corruption to data, in each case whether direct or indirect, or for any indirect or consequential or economic loss whatsoever.

7.5 If any service levels set out in applicable Service Schedules to any Agreement are not met as a result of any interruption or delay to the V1 Service(s), then except as otherwise provided in this Agreement (including the exclusions listed in the applicable Service Schedule), TechQuarters shall pass through to you all applicable Service Level rebates or credits (as set out in the relevant Service Schedule) which it obtains from Virtual1 (using its reasonable endeavours to do so). This shall be your sole and exclusive remedy (other than your right to terminate the relevant Agreement which is unaffected hereby) in such circumstances. Where there is no applicable Service Level rebate or credit, TechQuarters limits its liability to an amount equal to the Charges paid for the affected V1 Services for the period of the interruption or delay (as determined by Virtual1 and repaid to TechQuarters by them).

7.6 TechQuarters shall not have any liability to you in respect of any failure to perform its obligations which arises as a result of any event beyond its reasonable control including but not limited to a breach or failure that was the result of an act of God, insurrection or civil disorder, riots, war or military operations, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, national or local emergency, acts or omissions of government, highway authority or other government authority, compliance with any statutory obligation, industrial disputes of any kind or any other cause beyond its reasonable control.

8 Data

You accept and acknowledge that we may share your data (including personal data) with our suppliers, including Virtual1 for the purposes of administering and performing obligations under the Agreements and in order to allow their provision of additional services to you.

9. Problem Resolution

In the event of any problems with the V1 Services, you should notify us immediately and we will either handle problem resolution or escalate it to Virtual1 and/or our other suppliers who shall seek to resolve it. Target response and resolution times and hours of support will be as set out in applicable Service Schedules for such V1 Service which will either be set out on the Order Form or Quote or shall be cross-referenced on the Order Form or Quote.

10. Definitions

The following terms have the following meanings herein:

“Acceptable Use Policy” shall mean Virtual1’s acceptable use policy available at www.1-portal.co.uk, as may be amended by Virtual1 from time to time.

“Business Day” means any day other than a Saturday, Sunday or recognised public holiday in England.

“Service Schedule” means the relevant service schedule for each V1 Service as referred to and incorporated by such reference on the relevant Order Form or Quote.

“Specification” shall mean, in relation to goods, Virtual1’s or the applicable manufacturer’s standard specification for that service in effect from time to time.

“Virtual1 Technology” shall mean any materials, equipment, software or other technology owned by Virtual1 or used by Virtual1 under a third party licence or permission, including software and software tools, hardware, computer and telecommunications systems, networks and architecture, and materials and documentation, in whatever format.