

HBT Communications
Annual IT SERVICES AGREEMENT

Client: Client Name
Service Address: Client Address
Additional Locations

Initial Term: 12 Months commencing on the Date (“Commencement Date”) and ending on the last day of Month

Scope of Included Services: See Appendix A.

Annual Service Charge: £ per year . – See Appendix C for a detailed breakdown. Rates will change at the beginning of the month following the addition of any components within Appendix C.

1. Agreement. Client hereby engages HBT Communications (“Company”) for the initial term set forth above, to provide services in support of Client’s computer, electronic and information technology systems (“IT Services”) located at the Service Address identified above. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall be automatically renewed and extended for an additional twelve months term unless one of the parties hereto serves notice upon the other of intent not to renew the Agreement at least ninety days prior to the renewal date.

2. Scope of Included Services. Company will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. The Company will decide whether to perform IT Services at the Service Address or off site. Client agrees not to make unreasonable requests for services. See Appendix A.

3. Pricing; Additional Services. The Annual service charge set forth above covers the cost of IT Services coming within the Scope of Included Services. Charges for additional services, if any, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Company’s standard rates in effect at the time service is provided. The Service charge does not include the cost of any hardware, software,

equipment, or supplies or any out-of-pocket expenses incurred by Company unless specifically identified as included in the Scope of Included Services.

4. Payment; Suspension or Termination of Services. Payment of the Annual Service Charge is due on the prior to the renewal date and shall be considered overdue if unpaid within thirty (30) days of the due date. Client shall pay invoices for any additional amounts due to Company within thirty (30) days after receipt. Company shall have the right to suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. Client shall have the right to terminate this Agreement in the event that The Company fails to meet the Required Performance Standard established by the Service Guarantee described in Appendix B; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Company written notice of deficiencies in performance and a reasonable opportunity (not less than 90 days) to meet and maintain the Required Performance standard.

5. Price Adjustments. The Company shall have the right to propose an adjustment to the Annual Service charge, as provided on Appendix A, in the event of equipment purchases, substantial changes in the demand for IT Services initiated by Client, material

increases in costs to The Company, or if Client's demand for IT Services during any twelve-month period during the term of this Agreement should exceed the Adjustment Threshold. When an adjustment occurs, an addendum detailing the change, will be signed by both parties and attached to this contract.

6. Use of Software. Authorisation to use any software provided by The Company to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not republish, transmit, or distribute the software, or make any unauthorized use of Company materials. Modification of such materials or the use of such materials for any purpose not authorized by Company is prohibited.

7. Intellectual Property. Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) The Company and/or The Company Personnel; and/or (ii) through collaborative efforts of The Company (including The Company Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Intellectual Property") shall belong to The Company; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Intellectual Property in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said

Work Product, to any third party (including The Company Personnel and Client Personnel) without the express, written consent of The Company, which consent may be withheld. Upon request of The Company, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Intellectual Property to and in the name of The Company.

8. Non-Diversion. Client agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of the Company ("The Company Personnel"), nor will Client directly or indirectly contact or communicate with the Company Personnel for the purpose of soliciting or inducing such The Company Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than The Company; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Company. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, The Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

9. Disclaimer of Warranties. IT Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, The Company disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. The Company does not warrant that use of software or products furnished by The Company will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is

provided are free of viruses or other harmful components.

10. Limitation of Liability. In no event shall The Company be liable to the Client or any other party for any special, exemplary, incidental or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise.

11. Actions. No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

12. Good Faith. The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

13. Miscellaneous. This contract, with attached Appendix, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. The Company is an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The Company shall not be liable to Client for any failure or delay caused by events beyond The Company's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, or accessibility to work site. The headings contained herein are for convenience of

reference only, and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the United Kingdom and E and O. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

COMPANY:

<Your Company Name>

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

CLIENT:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____