

AEXIOMUS LIMITED
SERVICE SCHEDULE FOR RACKSPACE IN TELECITY

Cyberstrider is a Trading Style and Brand of Axiomus Limited

THIS SERVICE SCHEDULE dated _____ is made between:

- (1) **AEXIOMUS LIMITED** whose registered office is at 20 William James House, Cowley Road, Cambridge, CB4 0WX, United Kingdom ("the Supplier") and
- (2) _____ whose registered office or principal place of business is at _____ ("the Customer")

The Supplier and the Customer have entered into a Master Agreement dated _____ ("the Master Agreement") containing the Supplier's general terms and conditions that apply to the provision of the services described in this Service Schedule. This Service Schedule refers to and incorporates the terms of the Master Agreement and must be read in conjunction with the Supplier's Acceptable Use Policy (AUP). The AUP may be subject to change from time to time. It is the Customer's responsibility to ensure they comply with the latest edition of the AUP in force at any given time.

The Customer wishes the Supplier to provide the services described in this Service Schedule to the Customer.

This Service Schedule constitutes a binding contract between the Supplier and the Customer for the supply of the services described in this Service Schedule.

Signed on behalf of
the Supplier:
Signature: _____
Name: _____
Position: _____

Signed on behalf of
the Customer:
Signature: _____
Name: _____
Position: _____

AEXIOMUS LIMITED
TERMS AND CONDITIONS FOR RACKSPACE IN TELECITY

1. DEFINITIONS

- 1.1 "The Initial Period" is twenty four (24) months (unless an alternative term is stated on the Order Form) starting with the Commencement Date.
- 1.2 "The Payment Schedule" is an option chosen by the Customer on how often the Customer wishes to make payments on the service ordered.
- 1.3 "Rack" means a computer rack, used primarily for housing server equipment.
- 1.4 "Third Party" means a party associated directly with the Customer or a party that provides services, facilities, hardware or software via the Supplier for the provision of agreed services as ordered by the Customer.
- 1.5 "A Renewal Period" means a period beginning on the expiry of the Initial Period or the expiry of any earlier Renewal Period and lasting for twelve (12) months.
- 1.6 Words and phrases defined in the Master Agreement have the same meanings when used in this Service Schedule.

2. INTERPRETATION

This Service Schedule supersedes all prior agreements, arrangements, representations and undertakings between the Supplier and the Customer in respect of its subject matter (except the Master Agreement).

3. THE SERVICES

- 3.1 The Supplier will provide the Customer with server and network equipment housing facilities within a Telecity Colocation Facility. The housing may range from sub-rack units to full racks or even multiple racks or dedicated suites and is provisioned as ordered by the Customer.
- 3.2 The Customer's use of the facilities will, in addition to the terms in this Service Schedule, fall within the standard Master Services Agreement of Telecity (as attached to this Schedule) – specifically Clauses 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 ; and Schedule I - and the Customer hereby agrees to abide by them at all times. Further, Exhibit 1 specified in the Telecity Master Services Agreement is to be taken as the Customer's Order Confirmation with the Supplier.
- 3.3 This Service Schedule does not oblige the Supplier to provide any other services. If the Customer wishes to obtain these from the Supplier, any agreement for those services made between the Supplier and the Customer will be the subject of a separate Service Schedule.

4. CHARGES AND PAYMENT

- 4.1 The Customer will pay the Charges in accordance with the whole of Clause 4 in the Master Agreement and as follows (to take into account the payment terms as set out by Telecity):

Quarterly Payment Schedule	Quarterly in advance in cleared funds by the last day of the Calendar month before the commencement of the Quarter the Service is being delivered in
Annual Payment Schedule	Annually in advance in cleared funds before Commencement Date and prior to the anniversary of said Commencement Date
On signature of this Service Schedule:	100% of the Initial Fee + 100% of the set up fee The Initial Fee shall be due before the Commencement Date and shall be adjusted pro-rata to reflect the period of time until the next Payment Schedule.

By the first and each subsequent anniversary of the date of the particular Payment Schedule:
100% of the Ongoing Fee

In addition, if the Customer has opted for Rackspace with Metered Electrical Power, The Supplier will invoice the Customer for all or power used in a preceding month. The Customer will pay the Supplier on demand and without delay.

- 4.2 The Customer will reimburse the Supplier on demand for all registration, renewal, resource use and overuse, and other fees charged by the Supplier and any Third Party and paid by the Supplier in connection with the provision of the agreed Services to the Customer.
- 4.3 If any sum payable to the Supplier and any Third Party (including Telecity) is not paid by the Customer by the due date then (without prejudice to the Supplier's other rights and remedies), the Supplier will not pay the Third Party (including Telecity) for the Services that the Customer takes under this Service Schedule and may suspend any or all of the Services or terminate this Service Schedule.

5. DURATION

This Service Schedule will take effect on its date and will remain in force until the expiry of the Initial Period and will then continue for consecutive Renewal Periods until terminated by the Supplier or the Customer giving at least 90 days written notice to the other to expire at the end of the Initial Period or at the end of the first or any later Renewal Period, or until terminated under any other provision of this Service Schedule or the Master Agreement.

6. THE CUSTOMER'S OBLIGATIONS

- 6.1 The Customer will ensure that the facilities provided shall not be used for any illegal activity, and indemnifies the Supplier from any liability that may arise due to such usage. Such activity will be deemed to include the publishing of any material that is obscene, threatening, defamatory or which in any way infringes the Intellectual property rights of another party.
- 6.2 The Customer will comply with the terms and conditions imposed by any Third Party in connection with the provision of the Services to the Customer by the Supplier.
- 6.3 Subject to Clause 11.5 in the Master Agreement, the Customer accepts that in the event of allegations of infringement of Clauses 6.1 and 6.2, the Supplier may without notice or liability suspend or interrupt the Customer's services, or remove any specific material held on the Supplier's systems on the Customer's behalf pending clarification of such allegations or suspicion.
- 6.4 The Customer is advised to read the Supplier's (and Telecity's) Acceptable Use Policy (AUP) and to familiarise itself with those terms. If the Customer fails to comply with any of those AUPs, the Customer's service may be cancelled or suspended. The Customer will ensure that they comply with the latest version of the AUP, which can be found on the Supplier's web site. The AUP may be revised, without notice, at any time, at the sole discretion of the Supplier.
- 6.5 The Customer accepts responsibility for all items published or transferred from the Rackspace covered by this Service Schedule. The Supplier will only act as a distributor of the Customer's IP traffic and will not examine it in any way except for the purpose of routing it over the Internet.
- 6.6 In the event that a Third Party makes direct representation to the Customer with regard to possible breach of Clause 6, the customer will without delay notify the Supplier of the nature and background of such representations so that the Supplier may promptly carry out any actions required to mitigate any exposure or damages.
- 6.7 Resource (such as Power) limits cannot be exceeded. More resources can be made available (for a charge).
- 6.8 The Customer accepts responsibility (at their own cost) for ensuring that any data is suitably backed up, and for obtaining necessary permissions and insurance for the duration of this Service Schedule.

7. EFFECT OF TERMINATION

Conditions 2, 4.2, 4.3, 6, 7, 8 and 9 will survive the termination of this Service Schedule and continue indefinitely.

8. CUSTOMER'S WARRANTIES

- 8.1 The Customer warrants to the Supplier that use of the facilities and services provided will not knowingly infringe the Intellectual Property Rights or other rights of any third party.
- 8.2 The Customer will indemnify the Supplier and keep the Supplier indemnified against all costs, claims, expenses, and liabilities incurred or suffered by the Supplier in the course of acting on behalf of or as agent for the Customer, including, without limitation, all fees payable by the Supplier to any Third Party in relation to the agreed services provided to the Customer.
- 8.3 The Customer warrants to the Supplier that the Customer has not been induced to enter into this Service Schedule by any warranties or representations except as specifically contained in the Master Agreement or this Service Schedule as warranties. The Customer waives any claim for breach of any representation and for any misrepresentation, except in respect of any fraudulent misrepresentation.

9. THE SUPPLIER'S LIABILITY

- 9.1 Subject to condition 12.9 of the Master Agreement, the liability of the Supplier whether in contract or in tort or in any other way in connection with this Service Schedule or the Services, will be limited to damages which will not exceed, in aggregate, 100% of the fees paid by the Customer to the Supplier in the previous three (3) months under this Service Schedule.
- 9.2 Subject to Clause 12.2 in the Master Agreement, the Supplier does not warrant or represent that the services will be available or will continue to be available for use by the Customer. Nor does the Supplier warrant or represent that the use of service will not infringe the Intellectual Property Rights or any other rights of any third party.
- 9.3 The Supplier accepts no responsibility for the use or consequences of any use of any services provided under this Service Schedule, in particular for any conflict with or infringement of trademarks, service marks (registered or unregistered), or with any other rights.
- 9.4 The Customer acknowledges that the exclusions and limitations on the Supplier's liability in this Service Schedule and those in the Master Agreement have been drawn to the Customer's attention and that the Supplier is willing to undertake greater liability provided the Supplier is able to obtain insurance to cover fully its potential liabilities to the Customer and the Customer pays for that insurance.