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IT DISASTER RECOVERY

T (EQUIPMENT SPECIFIC)

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Schedules

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THIS AGREEMENT is made and dated the <<insert day>> day of <<insert month>>, <<insert year>>

BETWEEN:

- (1) <<Name of Provider>> a company of <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> (“the Provider”)
- (2) <<Name of Client>> a company of <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> (“the Client”)

WHEREAS

The Provider provides standard IT disaster recovery services to its clients. The Client wishes to use the Provider’s commercial disaster recovery service to protect its business operations.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, each of the following expressions has the following meaning:

- “**Activation**” means the Provider’s Activation Notice stating that it is activating the Services for business continuity purposes
- “**Activation Notice**” means the Provider’s Activation Notice under clauses 3.1 and 3.2
- “**Activation Response Time**” means the period of time from the date of an Activation in which Provider is to make the Services available to Client under clause 3.3
- “**Additional Services**” means any services (other than the Services) as Provider makes available from time to time including, for example, any services for disaster recovery, testing of Equipment or Client Equipment for disaster recovery
- “**Back Up Arrangements**” means Client’s arrangements to keep backed up data referred to in clause 3.2, including any Data Back Up Services outsourced to a third party
- “**Client Equipment**” means Client’s [software] [computer] equipment identified in clause 3.1
- “**Commencement Date**” means the date of the Activation

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“Confidential Information”	any information or data (including but not limited to (ii) is the disclosure of which, if it is, or becomes publicly known other than through the receiving/ obtaining party; b) was in the confidential possession before the disclosure; c) is disclosed to the receiving/obtaining party by a third party in breach of a disclosure; d) is independently developed by the receiving/obtaining party, which independent development is proven by written evidence; or e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body	obtained by a party that is proprietary to that party and (i) is clearly labelled as, or identified as, or (iii) from its nature and/or the circumstances of its disclosure it is reasonable to infer that it is confidential information of that other party, but not including information that becomes publicly known other than through the receiving/ obtaining party; b) was in the confidential possession before the disclosure; c) is disclosed to the receiving/obtaining party by a third party in breach of a disclosure; d) is independently developed by the receiving/obtaining party, which independent development is proven by written evidence; or e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body
[“Customer”	a third party who uses the Equipment for business purposes	use the Equipment for business purposes
“¹Data Back Up Agreement”	a separate agreement under which Service Provider is to provide a data back up service	agreement under which Service Provider is to provide a data back up service
“Data Protection Legislation”	all applicable data protection and privacy laws in the United Kingdom, but excluding the Privacy and Electronic Communications Regulations (PECR) (the retained EU law version of the EU General Data Protection Regulation ((EU) 2016/679), as it applies to England and Wales, Scotland, and Northern Ireland) and section 3 of the European Union (Withdrawal) Act 2018 (with effect from the end of the Data Protection Act 2018 (and any amendments thereto)); and the Privacy and Electronic Communications Regulations 2003 as amended	force from time to time in the United Kingdom, but excluding the Privacy and Electronic Communications Regulations (PECR) (the retained EU law version of the EU General Data Protection Regulation ((EU) 2016/679), as it applies to England and Wales, Scotland, and Northern Ireland) and section 3 of the European Union (Withdrawal) Act 2018 (with effect from the end of the Data Protection Act 2018 (and any amendments thereto)); and the Privacy and Electronic Communications Regulations 2003 as amended
“Delivery Site Address”	the address to which the Equipment is to be delivered	Schedule 2 to which the Equipment is to be delivered

¹ If there is such a Data Back Up Agreement, the Client agrees to provide personal data to the Service Provider to carry out data processing for the Client under that Agreement and the Service Provider to also enter into an appropriate

“Disaster”

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fire
or
[st
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or
[[c
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instance (including but not limited to
attack, breakdown or failure or loss of
of Client Equipment [but excluding]
Industrial action] [or][power failure
Equipment unless the Equipment
ing in complete or partial interruption
or inaccessibility to Client Equipment
verse effect on Client’s business
] hours]] where Client reasonably
ll continue for at least 24 hours

“Equipment”

Pr
[a

Equipment [software] [computer] equipment
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“Fees”

the
r, as described in Schedule 3

“Force Majeure”

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cause beyond a party’s reasonable
limitation, strike, lock-out or other
involving the workforce of Provider or
of a utility service or transport or
rk, act of God, acts of war, riot, civil
malicious damage, compliance with
n, governmental action or direction,
plant or machinery, hardware or
ure, fire, flood, storms, earthquake,
or sub-contractors

[“Multiple Activation”

Ac
co

and any Customer(s) resulting in
of the Equipment]

[“Priority Decisions”

the
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Provider on a "first come, first served"
Provides use of the Equipment to the
Multiple Activation]

“Service Period”

the
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from Activation during which Client is
ent for business continuity purposes.

“Services”

the
ause 2

1.2 Unless the context

reference in this Agreement to:

1.2.1 “writing”, an
effected by e

on, includes any communication
nsmission or similar means.

1.2.2 a statute or
amended or

is to that statute or provision as
nt time.

1.2.3 “this Agree
amended or
schedule to

nt and each of the Schedules as
levant time, and a Schedule is a

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1.2.4 a Clause or Schedule) of this Agreement (other than the relevant Schedule).

1.2.5 a "party" or the Parties to this Agreement.

1.3 In this Agreement:

1.3.1 The headings only and have no effect upon the interpretation

1.3.2 Words impact include the plural and vice versa.

1.3.3 A reference reference to the other genders.

1.3.4 A reference a natural person, corporate or unincorporated (or not having separate legal personality)

1.3.5 A reference Provider includes its respective employees and

2. Equipment Provision

2.1 The Provider shall, from the Agreement Date, on the terms and conditions of this Agreement, use reasonable endeavours during the Service Period to provide the Services ("Services"):

2.1.1 maintain the

2.1.2 deliver it to the Client;

2.1.3 make it available [seven days per week] if a Disaster occurs, but the Provider does not represent or warrant that the operation of the Equipment shall be error-free or that it will not fail; and

2.1.4 technical assistance necessary to activate the Equipment; Activation;

2.2 This Agreement does not include any Additional Services but if the Client requests any such services the Provider shall use reasonable endeavours to offer such services on its then current standard terms and conditions.

3. Activation and use of the Equipment

3.1 If a Disaster occurs, the Provider shall provide the Client with an Activation Notice.

3.2 The Activation Notice shall set out the requirements in Schedule 4.

3.3 Subject to clauses 3.1 and 3.2, the Provider shall, following Activation and within the Activation Period, deliver and make available the Equipment to the Client at the Client's Address, and the Client may use the Equipment at that Address during the Service Period for business continuity purposes.

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3.4 [The Provider has C... to the Client might require use of
the Equipment or o... identical to the Equipment, but the
Provider may or ma... r or identical equipment available,
and accordingly in t... ation:

3.4.1 one or more... activated use of or be using the
Equipment a... y the Client;

3.4.2 the Provider... nce with the Priority Levels;

3.4.3 the Provider... e Client for failure to provide any
use of all o... ent provided that it complies with
clause 3.4.2... commercial endeavours to make
alternative e... es available (as applicable); and

3.4.4 the Client s... Provider in its efforts to provide
similar or ide... omers.]

3.5 The Client shall... avours as soon as reasonably
practicable after ini... saster either to restore use of the
Client Equipment a... saster or to bring into operation a
suitable alternative

3.6 The Client shall cea... Equipment within [three] hours of
whichever first oc... of the Service Period, or (in
accordance with cla... ration of the Client Equipment, or
the bringing into o... alternative facility. The Provider is
hereby authorised t... se if the Client fails to do so.

3.7 The Client may in a... der in writing that it wishes to use
the Equipment after... the Provider shall use reasonable
endeavours to prov... which applied during the Service
Period) but the Pro... on at least [three] hours' notice at
any time.

3.8 The Provider may c... tice to the Client change or make
changes to any or a

4. Provider's Obligations

The Provider:

4.1 shall provide the Se... e skill and care;

4.2 shall use reasonab... ly maintain the Equipment and to
keep it in good w... be able properly to provide the
Services;

4.3 may enter into any a... for similar services;

4.4 may enter into any... n any Customers in relation to the
Equipment;

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4.5 may reject any of the Equipment for use on the Equipment whatsoever for any reason under clause 5;

if Provider considers it unsuitable, Provider shall have no responsibility or legal liability and the Client has sole responsibility for the Equipment;

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4.6 shall not be responsible for any Client Equipment, the Client's Delivery Site Address, data (except under clause 4.5) or in the operation of the Equipment;

any Client Equipment, the Client's software, services, other resources, (including but not limited to Client's equipment), or storage media, used in the Client's business;

4.7 shall, following Act of God, and make available to the Client;

accordance with clause 2, deliver the Equipment;

4.8 shall from time to time repair the Equipment other than maintenance, involving replacement of parts, which are otherwise not maintenance;

changes to or of items comprised in the Equipment, which arise through remedial work on the Equipment, software or services or other equipment;

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4.9 shall not be responsible for the things for which the Client has sole responsibility under clause 4.5;

the things for which the Client has sole responsibility under clause 4.5;

5. Client's Obligations

5.1 In relation to this Agreement:

the Client shall:

5.1.1 provide the necessary information to the Provider;

provide the necessary co-operation, assistance and information to the Provider to enable the Provider to provide the Services;

5.1.2 comply with applicable laws and regulations (in particular, but not limited to, data protection Legislation); and

comply with applicable laws and regulations (in particular, but not limited to, data protection Legislation); and

5.1.3 carry out all obligations in a timely and efficient manner. If the Client fails to do so, the Provider shall not be liable for any delay or interruption of the Services necessary.

its obligations in a timely and efficient manner. If the Client fails to do so, the Provider shall not be liable for any delay or interruption of the Services necessary.

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5.2 While using the Equipment, the Client shall comply with the Provider's guidelines, policies, procedures and any instructions issued by the Provider relating to security (including but not limited to those relating to security).

shall, comply with the Provider's guidelines, policies, procedures and any instructions issued by the Provider (including but not limited to those relating to security).

5.3 The Client's personnel shall not do anything else pursuant to this Agreement unless they are trained, skilled and experienced to do so.

shall not do anything else pursuant to this Agreement unless they are trained, skilled and experienced to do so.

5.4 The Client shall provide to the Provider of its representative authorised to give a statement to the Provider.

to the Provider of its representative authorised to give a statement to the Provider.

5.5 The Client shall:

5.5.1 use and operate the Equipment for business continuity purposes and in a prudent manner;

use and operate the Equipment for business continuity purposes and in a prudent manner;

5.5.2 use the Services in a proper, professional and responsible manner;

use the Services in a proper, professional and responsible manner;

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5.5.3 at all times
be respons
(save any
return it to
Period, fair
liable for, a
new replac
and

take good care of the Equipment,
sed to it when used by the Client
Provider) and, at the end of use,
ndition it was before the Service
d, failing which the Client shall be
full cost of repair or full value of
affected part/s of the Equipment;

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5.5.4 ensure tha
meets envi

ss is secure, clean, tidy, and that it
needed for use of the Equipment.

5.6 The Client alone is

its use of the Services for:

5.6.1 supplying a
suitable for u

ata compatible with and generally

5.6.2 the adequac
data it brings

nd security of all storage media and
and/or uses,

5.6.3 the adequa
maintain all
up Agreeme

ments. It hereby confirms it will
ngements and that any Data Back
ds;

5.6.4 all software
Equipment (

aterials that do not form part of the
ey are appropriately licensed);

5.6.5 risk of loss
data, storage
on the Equip

ge to, however caused, any such
etary materials or other resources

5.6.6 the supply,
included with
all Client Eq

support of all other resources not
g (but not limited to) ensuring that
ble of running on the Equipment;

5.6.7 all security
Services inc
controls, ope

r and appropriate to its use of the
n, passwords, pass codes, audit
edures; and

5.6.8 all results it

s.

5.7 The Client agrees t
of the Provider and

will remain the exclusive property
ve any right, title or interest in it.

5.8 The Client shall k
normal risks arising

mprehensively insured against all
Delivery Site Address.

5.9 The Client warrants

connection with the Services:

5.9.1 any softwar
the Client w
and availabl

of the Client Equipment used by
sed to it and otherwise authorised
quipment; and

5.9.2 all personal
the possess

ed by the Client will be properly in
e available by, the Client.

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6. Charges and Payment

- 6.1 The Client shall pay... arrears (which include... delivering, and making...)
- 6.2 The Client shall r... expenses invoiced... but not any other ex...
- 6.3 All Fees and othe... exclusive of Value... invoice(s) at the app...
- 6.4 The Provider will is... arrears as arising.
- 6.5 Each invoice will b... invoice date. If the... the due date, and... Provider:
- 6.5.1 the Provider... invoice(s) co...
- 6.5.2 the Client sh... rate of [4]%... time to time... date until ac... after judgme... overdue am...
- 6.6 The Provider may f... anniversary of the C... provided that the p... charge is no more t... the twelve month pe...

...es set out in Schedule 3 monthly in... pursuant to clause 2, maintaining, ...le, and technical assistance.

...for all actual, reasonable travel... in performance of the Services,

...ferred to in this Agreement are... shall be added to the Provider's

...set out in Schedule 3 monthly in

...the Client [30][10] days after the... and payment within [five] days after... other rights or remedies of the

...n of any of the Services while the... and

...and on the overdue amount at the... Name Of Bank]'s base rate from... true on a daily basis from the due... overdue amount, whether before or... pay the interest together with the

...e any charges with effect from any... not less than 60 days' prior notice... ase over the then current rate of... ease of the Retail Prices Index for... ry.

7. Data

The Client shall, in using th... both data controller and da... of provision of the Service... Client shall be responsible... data complies with the D... personal data with the othe...

...n to any personal data, operate as... ingly the Provider shall not as part... data on behalf of the Client, and... client's processing of the personal... n. Neither Party shall share any

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8. Proprietary Rights

The Client acknowledges intellectual property rights. This Agreement does not grant rights, trade secrets, trade or any other rights or license related documentation.

Provider and/or its licensors own all rights in, patents, copyrights, database rights, trade secrets, trade or any other rights or license related documentation, the Services or any

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9. Confidentiality

Each party may receive or disclose Confidential Information from the other party under this Agreement. Each party shall hold the other's Confidential Information in confidence and shall not make that other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the performance of this Agreement, or divulge the other's Confidential Information to its employees who do not need to know it. Each party shall take reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.

Each party may receive or disclose Confidential Information from the other party under this Agreement. Each party shall hold the other's Confidential Information in confidence and shall not make that other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the performance of this Agreement, or divulge the other's Confidential Information to its employees who do not need to know it. Each party shall take reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.

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10. Indemnity

10.1 The Client shall defend, hold harmless the Provider against claims, actions, proceedings, damages, expenses and costs (including reasonable attorneys' fees) without limitation resulting from or in connection with the Client's use of the Equipment, without limitation, breach of any warranty or undertaking in this Agreement.

10.1 The Client shall defend, hold harmless the Provider against claims, actions, proceedings, damages, expenses and costs (including reasonable attorneys' fees) without limitation resulting from or in connection with the Client's use of the Equipment, without limitation, breach of any warranty or undertaking in this Agreement.

10.2 The Provider undertakes to defend, hold harmless the Client against any claims, actions, proceedings, damages, expenses and costs (including reasonable attorneys' fees) without limitation resulting from or in connection with the Client's use of the Equipment, without limitation, breach of any warranty or undertaking in this Agreement.

10.2 The Provider undertakes to defend, hold harmless the Client against any claims, actions, proceedings, damages, expenses and costs (including reasonable attorneys' fees) without limitation resulting from or in connection with the Client's use of the Equipment, without limitation, breach of any warranty or undertaking in this Agreement.

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11. Limitation of Liability

11.1 The Client accepts the limitation of the Provider's liability for the Client's use of the Equipment and the Services, without limitation, breach of any warranty or undertaking in this Agreement.

11.1 The Client accepts the limitation of the Provider's liability for the Client's use of the Equipment and the Services, without limitation, breach of any warranty or undertaking in this Agreement.

11.2 Except as expressly provided otherwise, the Provider shall not be liable for use of the Equipment and the Services, without limitation, breach of any warranty or undertaking in this Agreement.

11.2 Except as expressly provided otherwise, the Provider shall not be liable for use of the Equipment and the Services, without limitation, breach of any warranty or undertaking in this Agreement.

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11.2.1 the Client shall not be liable for use of the Equipment and the Services, without limitation, breach of any warranty or undertaking in this Agreement.

11.2.1 the Client shall not be liable for use of the Equipment and the Services, without limitation, breach of any warranty or undertaking in this Agreement.

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any other terms, conditions, or provisions, by statute or otherwise, are hereby excluded from the Agreement to the fullest extent permitted by applicable law.

11.3 Nothing in this Agreement shall limit the liability of the Provider for:

11.3.1 death or personal injury caused by the Provider's negligence;

11.3.2 direct damages, including reasonable attorneys' fees, and either by any breach of this Agreement or otherwise, the liability of the Provider limited to £500,000 for any one event.

11.3.3 fraud or fraudulent misrepresentation.

11.4 Subject to clause 10.210.2, the Provider's liability, whether in contract, tort (including for breach of statutory duty), or for negligent or otherwise, for:

11.4.1 the Provider's liability for any loss of anticipated savings, loss or corruption of data, whether it is direct, special, or indirect, or consequential loss, damage, or expense, including but not limited to:

11.4.1.1 loss of anticipated savings, loss or corruption of data, whether it is direct, special, or indirect, or consequential loss, damage, or expense, including but not limited to:

11.4.1.2 any liability under the Agreement (excluding clause 10.210.2 or tort (including breach of statutory duty), or for negligent or innocent misrepresentation in connection with this Agreement, the total amount paid by the Client in any period up to the date the liability arose.

11.4.2 any liability under the Agreement (excluding clause 10.210.2 or tort (including breach of statutory duty), or for negligent or innocent misrepresentation in connection with this Agreement, the total amount paid by the Client in any period up to the date the liability arose.

11.5 The limitations and exclusions in clauses 11.3 and 11.4 are cumulative.

12. Period and Termination of Agreement

12.1 This Agreement shall commence on the Commencement Date and shall continue from that date for a period of 12 months and thereafter unless and until either party gives at least 30 days written notice expiring either at the end of the 12 month term or on the anniversary of the end of that 12 month term, subject to the provisions of clause 12.2.

12.2 Without affecting any other rights or liabilities of either party, either party may terminate this Agreement or at law terminate this Agreement with immediate effect by giving written notice to the other party by the due date for payment to the Provider; or

12.2.1 the Provider terminates this Agreement with immediate effect by giving written notice to the other party by the due date for payment to the Provider; or

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12.2.2 if the Provider or to Equipment use of the Provider not any charges of the Provider immediate e

suant to clause 3.8 of a change of y and adversely affect the Client's s continuity purposes, or if the to clause 6.6 of any increase of time within 30 days after the date terminate this Agreement with

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12.2.3 either party giving written

reement with immediate effect by y if the other party:

12.2.3.1

continuing breach of any of its greement and fails to remedy the of remedy) within 30 days after

12.2.3.2

period of [60] days been able to a result of Force Majeure; or

12.2.3.3

y its debts within the meaning of 8 of the Insolvency Act 1986; or

12.2.3.4

gal proceedings concerning its rading, or commits an act of icated bankrupt or enters into ompulsory or voluntary, other than for algamation or reconstruction, or with its creditors or petitions for an a trustee, receiver, administrative r is appointed over all or any part

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12.3 On any termination return the Equipmen

Client shall cease to use and shall of the Provider.

13. Waiver and Rights and R

No failure or delay by a pa waiver of any such rights o be a waiver of any other rig

ll prejudice or restrict its rights. No ontractual terms, will be deemed to

14. Force Majeure

Subject to Clause 12.2.3 performing their obligation and where Force Majeure extension of time for perfor

able for any failure or delay in delay results from Force Majeure, y shall be entitled to a reasonable

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15. Severance

In the event that one or unlawful, invalid or otherwi

of this Agreement is found to be hose provision(s) shall be deemed

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severed from the remainder of this Agreement shall be valid and enforceable.

remainder of this Agreement shall

16. Assignment

This Agreement is personal to the party and shall not be assigned, mortgaged, pledged, or otherwise delegated by either party without the written consent of the other party, such consent not to be unreasonably withheld.

either party may assign, mortgage, pledge, or otherwise delegate any of its obligations to any third party, such consent not to be unreasonably withheld.

17. Third Party Rights

No part of this Agreement shall be construed to confer any rights on any third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

rights on any third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

18. No Partnership or Agency

Nothing in this Agreement shall be construed to constitute a partnership, joint venture, agency, or other relationship between the parties other than the contractual relationship defined in this Agreement.

Nothing in this Agreement shall be construed to constitute a partnership, joint venture, agency, or other relationship between the parties other than the contractual relationship defined in this Agreement.

19. Notices

19.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the party giving the notice.

All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the party giving the notice.

19.2 Notices shall be deemed to have been given:

given:

19.2.1 when delivered to the recipient by hand or other messenger (including a registered messenger) during business hours of the recipient; or

by hand or other messenger (including a registered messenger) during business hours of the recipient; or

19.2.2 when sent, by facsimile or e-mail and a successful transmission is generated; or

by facsimile or e-mail and a successful transmission is generated; or

19.2.3 on the fifth business day after mailing, if mailed by national ordinary mail.

by national ordinary mail, if mailed by national ordinary mail.

In each case notices shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the other party.

In each case notices shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the other party.

20. Entire Agreement

20.1 This Agreement constitutes the entire agreement between the parties, and shall not be modified except by an instrument in writing signed by authorised representatives of the parties.

This Agreement constitutes the entire agreement and understanding between the parties, and shall not be modified except by an instrument in writing signed by authorised representatives of the parties.

20.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, statement, or promise (made innocently or negligently) except as set out in this Agreement except if made

Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, statement, or promise (made innocently or negligently) except as set out in this Agreement except if made

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or given fraudulently

20.3 Except as expressly provided under this Agreement, the rights or remedies provided under this Agreement shall not be limited by any rights or remedies provided in any other law, regulation, or contract.

Agreement, the rights and remedies provided in this Agreement shall not be limited by any rights or remedies provided in any other law, regulation, or contract, and not exclusive of, any

21. Governing Law and Jurisdiction

21.1 This Agreement (including any amendments, modifications, or supplements) and all matters and obligations arising therefrom or associated with it shall be governed by, and construed in accordance with, the laws of the State of California.

all matters and obligations arising therefrom or associated with it shall be governed by, and construed in accordance with, the laws of the State of California.

21.2 Any dispute, controversy, or claim between the parties relating to this Agreement (including any amendments, modifications, or supplements) or arising out of or in connection with it, shall be resolved within the jurisdiction of the courts of England and Wales.

claim between the parties relating to this Agreement (including any amendments, modifications, or supplements) or arising out of or in connection with it, shall be resolved within the jurisdiction of the courts of England and Wales.

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Client Equipment
<<insert details>>

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Delivery Site Address
<<insert details>>
Equipment
<<insert details>>

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Fees
Fees payable monthly in arrears: [rate] per [hour][day][week]

The Activation Notice shall be: in true, complete and accurate in all material respects, signed by a representative of the Client, sent to the following e-mail address of the Provider in accordance with the Provider's Activation procedures from time to time.

[ATTACH FORM OF NOTICE]

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF PROVIDER]

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF CLIENT]

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