



## Contract Prepared for:

### Chas A Blatchford & Sons Limited

Account Number: 865783

Opportunity No: 1281658

#### On

29 May 2012

#### By

Business Development Consultant : Rob Dobing

Email: [rob.dobing@rackspace.co.uk](mailto:rob.dobing@rackspace.co.uk)

Telephone: +442087342544

- ***THIS HOSTING SERVICES AGREEMENT MUST BE SIGNED AND RETURNED WITHIN 30 DAYS FROM RECEIPT***
- ***THIS HOSTING SERVICES AGREEMENT IS CONDITIONAL UPON AND SUBJECT TO THE FOLLOWING:***
  1. ***ORDER VERIFICATION; AND***
  2. ***RECEIPT OF SATISFACTORY CREDIT CHECK***
- ***RACKSPACE WILL CONFIRM YOUR ORDER BY EMAIL FOLLOWING RECEIPT OF SATISFACTORY CREDIT CHECKS AND THE COMPLETION OF ORDER VERIFICATION CHECKS. THE EFFECTIVE DATE OF THIS AGREEMENT IS THE DATE OF THE EMAIL CONFIRMATION THAT YOUR ORDER HAS BEEN ACCEPTED BY RACKSPACE.***

## Hosting Services Agreement (Managed)

Customer Number: 865783

This Hosting Services Agreement (this "**Agreement**") is between Rackspace Limited ("**we**" or "**Rackspace**") and the customer who signs below ("**you**" or "**Customer**"). Each of the following documents is hereby incorporated by reference in this Agreement:

- i. Services Description below;
- ii. Rackspace's General Terms and Conditions found at <http://www.rackspace.co.uk/legal/generalterms/> as of the date of your signature below, including any addenda referenced therein (the "General Terms and Conditions");
- iii. Rackspace's Hosting Terms for Managed found at <http://www.rackspace.co.uk/legal/managedterms/> as of the date of your signature below, including any addenda referenced therein (the "Product Terms");
- iv. If you have selected mail products the relevant Terms at <http://www.rackspace.co.uk/legal/mailterms/> (the "Mail Terms");
- v. If you have selected hosted SharePoint products the relevant Terms at <http://www.rackspace.co.uk/legal/hostedsharepoint/> (the "Hosted SharePoint Terms");
- vi. If you have selected hosted Cloud Drive products the relevant Terms at <http://www.rackspace.co.uk/legal/clouddrive/> (the "Cloud Drive Terms");
- vii. Rackspace's Acceptable Use Policy found at <http://www.rackspace.co.uk/rackspace-home/legal/aup/> as of the date of your signature below (the "Acceptable Use Policy");
- viii. If you have selected Services to be provided from a data centre located in the United States, the terms at <http://www.rackspace.co.uk/legal/countryterms>, and if you have selected Services to be provided from a data centre in Hong Kong, the terms at <http://www.rackspace.co.uk/legal/countrytermshk>; and
- ix. If you have elected to use Microsoft BizSpark licensing the BizSpark Addendum at [www.rackspace.co.uk/legal/bizspark](http://www.rackspace.co.uk/legal/bizspark).

The individual signing represents to Rackspace that he or she is authorised to sign on behalf of Customer. Customer accepts the terms of the Services Description, the General Terms and Conditions, the Product Terms, the Mail Terms (if applicable) the Acceptable Use Policy, the Country Specific Terms (if applicable), and any other document or terms referenced above (collectively, the "Hosting Services Agreement" or "Agreement" or "HSA"). Capitalised terms used and not otherwise defined in the documents shall have the meaning given to them in the General Terms and Conditions. The Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding or communication, written or oral.

### Accepted by Customer (All Fields Required)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

### Accepted by Rackspace Limited

Signature: \_\_\_\_\_



Printed Name: Taylor Rhodes

Job Title: MD International

Date: 29 May 2012

**Attach:** Service Description  
Customer Billing Information

## Hosting Services Agreement (Managed)

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### SERVICE DESCRIPTION

Data Center: **Kubik (LON3)**

Segment: **Managed**

Term: **12 months**

## Dual Proc Option

### Default

Data Center: Kubik (LON3)

Dell R710 Server with Dual Processors				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	£0.00 GBP	£0.00 GBP	£1,189.77 GBP	£1,189.77 GBP
<ul style="list-style-type: none"> <li>● <b>Server Platform:</b>Dell PowerEdge R710 [SKU: 105355]</li> <li>● <b>Operating System:</b>Windows Server 2008 R2 Standard Edition 64-Bit (Licensed for 2 Processors) + Sophos [SKU: 105274, 104113]</li> <li>● <b>Processor:</b>Dual Processor, Hex Core Intel Xeon E5645 [SKU: 106301]</li> <li>● <b>Memory:</b>48.0 GB - DellR710 [SKU: 105040]</li> <li>● <b>Drive and RAID Configuration:</b> <ul style="list-style-type: none"> <li>○ RAID 5 [SKU: 101998]</li> <li>○ 300 GB (15K SAS 3.5") - Qty: 4 [SKU: 106206, 103930]</li> </ul> </li> <li>● <b>Drive Partitioning:</b>C:\ - single partition [SKU: 105750]</li> <li>● <b>Network:</b>100 Mbps</li> <li>● <b>Bandwidth:</b>1000 GB per account</li> <li>● <b>Managed Backup:</b>Unmetered 2 week onsite / Weekly Full - Daily Diff [SKU: 104247]</li> <li>● <b>Backup Agent:</b>Base + SQL Server Backup Agent (Windows Only) [SKU: 103486]</li> <li>● <b>Database Licenses:</b>SQL Standard 2008 (Licensed for 2 Processors) - Qty: 1 [SKU: 104633, 104661]</li> </ul>				

Microsoft Terminal Services				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
4	£0.00 GBP	£0.00 GBP	£7.00 GBP	£28.00 GBP
<ul style="list-style-type: none"> <li>● <b>Licensing:</b> <ul style="list-style-type: none"> <li>○ User-based License (SAL) Provided Under Terms of Microsoft SPLA</li> <li>○ Software configuration and trouble-shooting included</li> <li>○ Additional Services Available</li> </ul> </li> </ul>				

**Hosting Services Agreement  
(Managed)**

Customer Number: 865783

**New Device Total**

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**£1,217.77 GBP**

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**Setup**

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**£0.00 GBP**

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**Subtotal New Net**

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**£1,217.77 GBP**

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**First Payment**

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**£1,217.77 GBP**

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**Remaining Monthly Payments**

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**£1,217.77 GBP**

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Please note that the prices above exclude VAT

## Hosting Services Agreement (Managed)

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**Payment Method, Contract Length and Prepay Option:**

Initial Payment Method:  Credit/Debit Card  Direct Debit  Wire Transfer  Invoice

Subsequent Payment Method:  Credit/Debit Card  Direct Debit  Wire Transfer  Invoice

Contract Length: 12 months

Prepay (if applicable). *Prepay does not apply to any Services that are priced on usage, including Virtual Machines*

**Special Billing; Provisioning; Migration Instructions; Pre-build Special Instructions; Partition Requests; Any Additional Information:**

INTERNAL USE:

**New terms or contract amendments:**

**Free Days**

Customer will receive **30** days free beginning on the Service Commencement Date for the products and services listed in the Services Description. Free days do not apply to non-recurring fees or utility fees.

**Tree planting CO2 offset scheme; improving lives and healing the planet**

Plant a tree for each server on my order form    Yes     No

**Data Transfer Usage Fees: If your bandwidth exceeds your set account allocation and or pre-purchased allocation you will be automatically invoiced for the following charges per GB of incremental bandwidth:**

- Additional usage 0 GB – 999 GB = £0.35 / GB**
- Additional usage 1000 GB – 1999GB = £0.33 / GB**
- Additional usage 2000 GB – 2999 GB = £0.30 / GB**
- Additional usage 3000 GB – 3999 GB = £0.28 / GB**
- Additional usage 4000 GB + = £0.25 / GB**

**Shared Storage Systems – Fair Use Policy**

*A shared storage system can be defined as shared disk, shared array, shared storage area network and/or any of these in combination.*

You may not use any shared storage system provided by Rackspace in a way which interferes with the normal operation of the shared system and/or exceeds your I/O allocation as set out below:

Tier	IO per second per GB allocation
Gold	1.5
Silver	0.6
Bronze	0.1

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If you are in breach of the above fair use policy, and this breach adversely impacts other customers, Rackspace reserves the right to disable cache on your LUN or otherwise limit I/O usage to your tier allocation in order to mitigate the impact of your excessive usage on its greater storage infrastructure. You may then be required to upgrade your storage solution to better match your requirements.

**Reconnection Fee:** In the event that the Customer's Services are suspended or terminated for any reason the Customer shall pay a reconnection fee of £500 (five hundred Great British Pounds) for each account under which the Customer's Services were suspended or terminated. Should the Customer decide to upgrade its server(s), the Customer shall pay an upgrade fee in accordance with Rackspace's then prices and policies.

- Under European and UK legislation Value Added Tax (VAT) is charged at the prevailing rate to UK established Customers.

- If you are a Customer established in a European Union member country, we need to confirm your business status to enable you to be considered as "outside of the scope of UK VAT".

Please confirm you are receiving these services for purposes of your own business activities in your own member state, for VAT purposes. YES  NO

- We are required to charge VAT to clients established outside of the European Union, to the extent that those services are enjoyed wholly or partly in the UK. We are therefore required to establish this fact and apply a fair and reasonable apportionment to our fees.

As a consequence, please state whether you have a UK branch (excluding subsidiary and associate companies) or representative office. YES  NO

If the answer is no, and assuming that the situation does not alter in the future, there is no VAT liability and no charge will be levied.

If the answer is yes, taking a global view, please state what you consider to be the proportionate benefit of our services that are used and enjoyed by that office. UK Customs may challenge any apportionment that they do not consider fair and reasonable and may seek to impose their own estimation of the VAT due.

Please state: \_\_\_\_\_

We are advised that such Customers are entitled, subject to UK legislation, to reclaim any VAT charged by a direct claim to the UK authorities under the mutual recovery procedures governed by the EC 13<sup>th</sup> Directive.