

Access Agreement

This Access Agreement (**Agreement**) is entered into as of the date of last signature below (the **Effective Date**) between:

1. GCI Network Solutions Limited (**Nasstar**) registered in England & Wales with Co. No. 04082862 and whose registered office is at Melbourne House, Brandy Carr Road, Wrenthorpe, Wakefield WF2 0UG; and
2. [NAME OF CUSTOMER] registered in England & Wales with Co. No. [NUMBER] and whose registered office is at [ADDRESS] (**Customer**).

Background

- A. Nasstar is a Managed Services Provider and provides Managed Information Technology Services to the Customer (the **Services**) pursuant to a contract entered into between the Customer and Nasstar on [DATE] (the **Contract**).
- B. The Customer has requested or enjoys elevated and / or admin access, beyond the standard user account level, to the [information systems and/or computer networks] [customer environment] managed by Nasstar (the Environment) in connection with the provision of the Services.
- C. The parties have agreed to enter into this Agreement to set out the terms upon which Nasstar has agreed to permit the Customer elevated and / or admin access to the Environment as well as to ensure that the Customer exercises those rights of access in a secure manner.

Operative provisions

In consideration of the mutual promises set out in this Agreement, the parties agree as follows:

1. For the purpose of this Agreement, the following terms shall be interpreted as follows:

Authorised Representatives means those persons designated as such by the Customer, being those employees, agents [or approved subcontractors] of the Customer authorised to exercise the access rights granted pursuant to this Agreement, the first such persons being set out in Schedule

Virus means any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose.



2. The description of access set out in Schedule 1 designates the portion(s) of the Environment to which Customer and its Authorised Representatives shall have access, the method of access and any other specific permissions or restrictions regarding such access.
3. The Customer will maintain a current list of Authorised Representatives, the initial list being set out in Schedule 1. The Customer shall notify Nasstar in writing promptly upon a change in the identity of the individuals on the list including so as to enable Nasstar to terminate access immediately for anyone who is no longer an Authorised Representative.
4. Nasstar (acting reasonably) reserves the right to deny the Customer or any individual access to the Environment at any time.
5. The Customer will ensure compliance with Nasstar's procedures for accessing the Environment. The Customer is responsible for preventing the access to non-designated / non-approved systems, including third-party systems, as well as preventing the improper access or use of the Environment by the Customer or its Authorised Representatives.
6. If necessary, Nasstar will grant access to the Environment, and the Customer is responsible for maintaining (and ensuring that each of its Authorised Representatives maintains) the integrity and secrecy of all access credentials, log-in details and access codes used for the purposes of accessing the Environment. Nasstar reserves the right to change its policies and procedures for accessing the Environment at any time.
7. Prior to the grant of access to the Environment, Nasstar may require the Customer and its Authorised Representatives to follow certain additional security control procedures. Without prejudice thereto, in using its elevated and / or admin access rights the Customer will not (and will ensure that its Authorised Representatives do not) introduce any Virus into the Environment or Nasstar's information system(s).
8. Where any support or assistance is required in connection with any incident or fault arising as a result of the Customer's use of its elevated and / or admin rights, additional charges will be payable by the Customer based on Nasstar's standard rates for such support or assistance at the relevant time. This may include any support provided by Nasstar to determine the origin or cause of an incident for which Nasstar subsequently determines (acting reasonably) the Customer (or its Authorised Representatives) was responsible or support provided by Nasstar to resolve any such incident or issue.
9. Similarly, Nasstar shall not be in breach of contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to the Customer's (or its Authorised Representatives) use of its elevated and / or admin access rights including as a result of any incident or fault arising from such use.
10. The Customer shall be responsible for all charges attributable to any additional costs for which Nasstar may be liable to its third-party suppliers or licensors as a result of the Customer's use of its elevated and / or admin access rights, including any increased consumption charges arising further to such use.
11. This Agreement will be effective as of the Effective Date. Either party may terminate this Agreement by providing a written notice to the other party. Termination will be effective fifteen (15) working days after receipt thereof. Notwithstanding the foregoing, any material breach of this Agreement by either party will entitle the other party to terminate this Agreement



immediately. Upon termination of this Agreement, the Customer will cease all attempts to access the Environment. For the avoidance of doubt, the foregoing shall not affect any liabilities that arose on or prior to such termination.

12. This Agreement may not be assigned by Customer without the prior written consent of Nasstar.
13. Nasstar shall be entitled to require that any Authorised Representatives of the Customer sign an Access Agreement on terms substantially to those set out in this Agreement prior to accessing the Environment. The Customer will be responsible for the observance and performance by its Authorised Representatives of the terms of this Agreement and will be directly liable to Nasstar for any breach by such persons of any of the terms of this Agreement.
14. Any notice to be given under this Agreement must be given in writing. Notices shall be sent by e-mail to a party's nominated e-mail address for receiving notices set out in Schedule 2 (or such other e-mail address as a party may specify from time to time for the receipt of notices), or if no e-mail address is specified, by post or delivery to a party's registered address. A notice sent in accordance with this clause shall be deemed effective: (i) if sent by email, when received by the recipient's e-mail server; (ii) if delivered personally, when left at the party's registered address; or (iii) if sent by post, two business days after posting by registered post.
15. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
16. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.



Schedule 1

Description of Access Rights

Below, briefly describes the access which will be permitted, the nature of activity that will be performed using this access, and to whom the access rights will be granted and the procedure for amendment and revocation of the access rights.

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Schedule 2

Contact Information

[DETAILS]



Signed for and on behalf of
**GCI NETWORK SOLUTIONS
LIMITED**

.....

Name:

Position:

Date of signature:

Signed for and on behalf of
[NAME OF CUSTOMER]

.....

Name:

Position:

Date of signature:

