



## Service Order Prepared For:

Highways England  
10011060

Prepared on  
03 January 2020

Prepared by

BDC I - MM - UK  
@rackspace.com,



## Service Order

This Service Order is between Rackspace International GmbH ("Rackspace" or "we") and the customer who signs below ("Customer" or "you"). The following terms are incorporated in this Service Order by reference:

- i. The Rackspace Master Services Agreement ("MSA") found at <https://www.rackspace.com/information/legal/msa> as of the date of Customer's acceptance of this Service Order.
- ii. The Dedicated Hosting Product Terms found at: <https://www.rackspace.com/information/legal/dedicatedhostingterms> as of the date of Customer's acceptance of this Service Order.
- iii. The Data Protection Addendum found at [https://www.rackspace.com/information/legal/GSAdataprocessingaddendum\\_MC](https://www.rackspace.com/information/legal/GSAdataprocessingaddendum_MC) as of the date of Customer's acceptance of this Service Order, if and to the extent the EU Directive 95/46/EC or the EU General Data Protection Regulation (EU) 2016/679 (together with any transposing, implementing, or supplemental legislation "GDPR") applies to the processing Personal Data (as defined in the GDPR).

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. The individual signing represents to Rackspace that they are authorized to sign on behalf of Customer. Customer accepts the terms of the Agreement, including any document or terms referenced above. Delivery by email, facsimile, or other electronic means of an executed counterpart of a signature page to this Services Order constitutes effective execution and delivery of this Service Order.

### Accepted by Customer (All Fields Required)

Signature:   
Printed Name: \_\_\_\_\_  
Job Title: Procurement Delivery Lead  
Company: Highways England Company Ltd  
Date: 25/02/2020

### Accepted by Rackspace Limited

Signature:   
Printed Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

A summary of Rackspace's contract structure is available for informational purposes only, at <https://www.rackspace.com/information/legal/contract-structure>

Purchase Order Number:



#### Rackspace Entity Information

Rackspace Limited	Rackspace Limited is a company registered in England & Wales (company registered number 03897010) whose registered office is at 8 Millington Road, Hyde Park Hayes, Middlesex UB3 4AZ.
Rackspace International GmbH	Rackspace International GmbH a company registered in the Canton of Zurich, Switzerland (company identification number CHE-418-096-119) whose registered office is at Pfingstweidstrasse 60, 8005 Zurich, Switzerland.



Rackspace Asia Limited	Rackspace Asia Limited is a company registered in Hong Kong (Company no: 1211294) whose registered office is at 9/F, Cambridge House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.
Rackspace Hosting Australia Pty Limited	Rackspace Hosting Australia PTY LTD a company registered in the state of Victoria, Australia (company registered number ACN 153 275 524) whose registered office is at Level 1, 37 Pitt Street, Sydney, NSW 2000, Australia.
Rackspace Benelux B.V.	Rackspace Benelux B.V. is a company registered in the Netherlands (company KvK nummer 34276327) whose registered office is at Radarweg 535, 1043 NZ Amsterdam, Netherlands.



<b>Service Order Total</b>	
Monthly Recurring <sup>(1)</sup>	£4,139.31 GBP
Monthly Utility Fee <sup>(2)</sup>	£0.00 GBP
Total Monthly Invoice <sup>(3)</sup>	<b>£4,139.31 GBP</b>
Setup Fee	£0.00 GBP
One Time Fee	£0.00 GBP
Total One Time/Setup Fee	<b>£0.00 GBP</b>
<b>Please note that the prices above exclude applicable taxes</b>	
<ol style="list-style-type: none"><li>1. Your Services Description may comprise several distinct services. Rackspace may raise an invoice for each service separately on the service's online date.</li><li>2. Monthly Utility Fee may change based on usage.</li><li>3. The amount due under the Total Monthly Invoice may change if your use of bandwidth-based products and services exceeds the subscribed amount.</li></ol>	

#### New Terms or Contract Amendments:

##### Fees

The Total Monthly Invoice number stated above is only indicative and the Customer acknowledges and agrees that Rackspace shall invoice the Customer the actual consumed amount calculated in accordance with the <https://www.rackspace.com/en-nl/information/legal/cloud/tos> and which shall be payable in line with the terms contained within the MSA.

##### Auto Renewal

This Service Order shall continue for a period of 12 months from the signature date, after which it shall terminate automatically and not automatically renew.

##### End of Life Terms

Rackspace products are subject to our End of Life Terms, which can be found <https://www.rackspace.com/information/legal/eolterms>

##### Component Substitution

Rackspace reserves the right to substitute hardware or software in connection with Services described in the Service Order ("Component Substitution") provided such Component Substitution allows for the same or an increased level of performance relative to the then-existing component and is at no additional cost to Customer. Rackspace will coordinate any Component Substitution which may impact the solution with Customer to minimize any such potential impact.

##### Bandwidth Overages

Please refer to <https://www.rackspace.com/information/legal/standardbandwidth> for bandwidth overage pricing.



## Solution Detail

### Customer Information:

Company Name: **Highways England**  
Data Center: **Kubik (LON3)**  
Service Level: **Managed**  
Term: **12**

### Option 1

### Configuration 1

RPC-O / Rackspace Public Cloud		Kubik (LON3)
Quantity	Totals	
	Setup	Monthly
1	£0.00 GBP	£4,139.31GBP
<ul style="list-style-type: none"><li>• Cloud Servers</li><li>• Cloud Files</li><li>• Cloud Bandwidth</li><li>• Cloud Databases</li><li>• Cloud Load Balancers</li><li>• Cloud Load Balancer – Connections</li><li>• Managed Operations – SysOps</li></ul> <p>All RPC-O Products and Services are subject to 'The Cloud Hosting Terms of Service', which are found at: <a href="https://www.rackspace.com/en-nl/information/legal/cloud/tos">https://www.rackspace.com/en-nl/information/legal/cloud/tos</a> as of the date of Customer's acceptance of this Service Order.</p>		



### Customer Contact Information

Company Information		Primary Contact Information	
Company Name:	Highways England Company Ltd	*Name:	
*Contact Name:		E-mail Address:	
Trading Address:	Bridge House	Telephone Number:	0300 470 2312
	Walnut Tree Close	<b>Billing Contact Information</b>	
		*Name:	FS Payments
		E-mail Address:	fspayments@highwaysengland.co.uk
Town:	Guildford	Telephone Number:	0300 470 3002
County:	Surrey	<b>Technical Contact Information</b>	
Post Code:	GU1 4LZ	*Name:	
Country:	United Kingdom	E-mail Address:	
Billing Address: (if different)	Highways England Finance Dept	Telephone Number:	0300 470 2312
	199 Wharfside Street	<b>Other Information</b>	
		Fax Number:	
		Source Code:	
Town:	Birmingham	Purchase Order Number	
County:	West Midlands		
Post Code:	B1 1RN		
Country:	United Kingdom		
Co. Registration no:	09346363		
Co. VAT number:	GB888850161		

\*Information and support will NOT be disseminated to any party other than those listed above.

PLEASE ENSURE THAT YOU COMPLETE ALL THE INFORMATION ABOVE

THIS SERVICE ORDER MUST BE SIGNED AND RETURNED BY 31 December 2019.

THIS SERVICE ORDER AGREEMENT IS CONDITIONAL UPON AND SUBJECT TO THE FOLLOWING:

- ORDER VERIFICATION; AND
- RECEIPT OF SATISFACTORY CREDIT CHECK

RACKSPACE WILL CONFIRM CUSTOMER'S 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 CUSTOMER'S ORDER HAS BEEN ACCEPTED BY RACKSPACE

**Privacy Notice:** By submitting this Service Order, Customer consents to Rackspace processing this information in accordance with the Rackspace Privacy Statement (<https://www.rackspace.com/information/legal/privacystatement>). Rackspace group companies may use the information provided in this Service Order to provide the Services, to send direct marketing messages, and for other purposes.



