

i-UG POWER SYSTEM LOAN AGREEMENT

This **Equipment Loan Agreement** (the “**Loan**”) is made and effective as at

_____/_____/2021_(the “**Effective Date**”)

by and between

i-UG, Carrington Business Park, Carrington Manchester M31 4DD (the “**Owner**”)

and

_____ (the “**User**”).

The Owner and the User may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS;

i-UG is the sole owner of certain equipment described in Exhibit A (the “**Equipment**”)

and

The Owner agrees to loan the Equipment in accordance with the terms and conditions of the Loan Agreement

And

The User wants to use the Equipment in accordance with the terms and conditions of the Loan Agreement

And

Each Party warrants that it is duly authorized and capable of entering into this Loan Agreement

NOW, THEREFORE;

In consideration of the above recitals and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. LOAN OF EQUIPMENT.

Effective as at the Effective Date, the Owner agrees to Loan and make available to the User, and the User agrees to Loan and confirm access from the Owner, all of its right and interest in and to the Equipment. Thereafter such equipment shall be subject to the terms of this Loan and considered “Equipment” for all purposes hereunder.

2. TERM AND TERMINATION

- a) The term of the Loan (the “**Term**”) shall be for a period of 60 Days, commencing on the later of the following: (a) the Effective Date; or (b) the date the User gains access to the Equipment. At the end of the Term, the User shall, at its election, sign a new Loan with the Owner [or] surrender and accept that the User shall be summarily denied access to the Equipment.
- b) This agreement can be terminated without notice by either party.
- c) Upon termination of this Agreement, End of Term conditions in this Agreement will apply.

3. LOAN EXTENSIONS

At all times, the User accepts that the Owner will have the sole ability to grant or deny requests for Loan extensions.

4. OWNERSHIP.

Except for User’s rights of use under this Loan, the Equipment is and shall at all times be and remain the exclusive property of the Owner, even if configured to or attached to any property belonging to the User. The User shall have no right, title, or interest in or to the Equipment except as expressly set forth in this Loan.

5. CARE, USE, AND MAINTENANCE OF EQUIPMENT.

- (a) The User shall use the Equipment and employ best practice when configuring and using the Equipment at all times.
- (b) The User shall use the Equipment carefully and properly, and in compliance with all UK, and international laws.
- (c) The User agrees to keep and use the Equipment only as a testbed and

not to use the Equipment in the ordinary course of its business or any other business either in test or production.

- (d) The User shall not attempt to make any alterations to the overall configuration of the Equipment as described in Exhibit A without the Owner's prior written consent.
- (e) The User shall notify the Owner promptly of any destruction of all or any part of the Equipment promptly.
- (f) The User shall not assign, sub-Loan, or transfer access to the Equipment without the Owner's prior written consent.

6. OWNER'S REPRESENTATIONS AND WARRANTIES.

The Owner hereby represents and warrants to the User as follows:

- (a) THE OWNER HAS THE RIGHT TO LOAN THE EQUIPMENT, AS PROVIDED IN THIS LOAN, AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE DESIGN OR CONDITION OF THE EQUIPMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (b) During the Term and subject to the terms and provisions hereof, the Owner shall not interrupt the User's possession and use of the Equipment providing the User performs and observes all the conditions set forth herein.
- (c) Depending on the nature of any failure of the Equipment during the Term, the Owner will use best endeavors to recover, repair or replace the Equipment in a timely manner.
- (d) The execution, delivery, and performance of this Loan do not violate any law or governmental rule, regulation, or order applicable to the User.

7. USER'S REPRESENTATIONS AND WARRANTIES.

The User hereby represents and warrants to the Owner as follows:

- (a) The Equipment is adequate in type, size, design, and capacity to address the User's requirement for the test and evaluation.

- (b) If at any time during the Term the Equipment does not operate properly, or is unsatisfactory for any reason, the User shall make any claim on account thereof to the Owner immediately.
- (c) Where any services are required of the Owner to rectify an issue which is the fault of the User or the User's activities, the User agrees to pay for the reinstatement at the going daily rate of £600

8. INDEMNITY.

The User shall indemnify the Owner against all losses, damages, claims, suits, actions, costs, expenses, obligations, or disbursements, including legal expenses, incurred by the Owner in any way connected to the User's use of the Equipment during the Term.

9. END OF TERM.

- (a) At the end of the Term, unless the User formally requests to renew the Loan, and the Owner consents to an extension of the Loan, the User shall be obligated to cease use of the Equipment.
- (b) At the end of the Term, it is the User's sole responsibility to ensure that all relevant data is removed from the Equipment and to notify the Owner that this has been done.
- (c) At the end of the Term, the Owner will promptly clear and Re-set the Equipment ready for other parties to use.
- (d) The Owner will in no way be held responsible for data loss that might be incurred in this process.
- (e) Where no extension of the Loan has been agreed and where the User expresses a tangible reason to keep the Equipment and the data intact whilst arrangements to back up the data can be made, the Owner may agree based on a daily charge of £250 per day for a period of not more than 30 days to allow the User to recover the data, (The "Extension Period"). At the end of this period, Clause 9 (a), (b) (c) and (d) will become enforceable.

10. SUCCESSORS AND ASSIGNS.

All references in this Loan to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Loan shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

11. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Loan, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Loan shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

12. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, e-mail and/or by registered or certified mail.

13. GOVERNING LAW.

This Loan shall be governed by the laws of the United Kingdom.

14. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Loan may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Loan, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

15. SEVERABILITY.

Whenever possible, each provision of this Loan, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Loan is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Loan will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16. ENTIRE LOAN.

This Loan, together with Exhibit A and any and all other subsequently added schedules and exhibits, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties.

17. HEADINGS.

Headings used in this Loan are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Loan as of the date first above written.

OWNER

The IBM i User Group, UK – i-UG

PRINTED NAME

JOB TITLE

SIGNATURE

DATE

USER

COMPANY NAME

PRINTED NAME

JOB TITLE

SIGNATURE

X _____

DATE

EXHIBIT A

INVENTORY OF EQUIPMENT LOANED

Loan Equipment	Detail
IBM POWER9 Server	
	Single LPAR
	2 x Virtual Processors
	7GB RAM
	186GB NVMe (5 x 37GB Virtual disks)
SOFTWARE	IBM i O/S @ 7.4
	Standard Build LLP's
	Development Tools
ACCESS	5MB Bandwidth connection
	VPN or Limited Public IP addresses

N.B. There is no SLA or guarantee given on the Equipment

_____ INITIALS OF USER