



AIM Computing Ltd

embedding digital intelligence into your software solutions

MASTER SERVICES AGREEMENT

Version: 202203

THIS AGREEMENT is made on the **[INSERT DATE]** ("**Effective Date**").

PARTIES:

- (1) **AIM COMPUTING LTD** a company registered in England and Wales with the company registration number 10371451 whose registered office is SJD KD Tower, Cotterells, Hemel Hempstead, HP1 1FW ("**AIM**"); and
- (2) **[INSERT CLIENT'S FULL NAME]** a company registered in England and Wales with the company registration number **[INSERT NUMBER]** and having its registered address at **[INSERT ADDRESS]** ("**Client**")

WHEREAS:

AIM has agreed to provide certain services to the Client on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following words shall have the following meanings:

"Acceptable Use Policy" means any and all acceptable use policies provided to the Client by AIM or any third-party supplier, as may be modified from time to time by AIM or such third-party supplier.

"Accepted SOW" means an Order that has been accepted by AIM in writing or by email, or by commencement of the provision of the Services.

"Agreement" means these terms and conditions and all Accepted SOW(s) executed by both parties hereto or incorporated by reference.

"Charges" means the charges payable by the Client to AIM for the provision of the Services, as set out in the Accepted SOW(s).

"Client Site" means the Clients premises at which the Equipment and Infrastructure is installed and in respect of which the Services are provided by AIM, as set out in an Accepted SOW.

“Client Website” means the Clients website located at, and operating from, the Domain Name(s), as set out in an Accepted SOW.

“Deliverables” means in respect of each Accepted SOW, the deliverables to be provided thereunder.

“Documentation” means all operating manuals, user manuals and user documentation and any other documentation provided to the Client by AIM or its suppliers which is associated with the use or provision of the Services.

“Domain Name(s)” means those domain name(s) set out in an Accepted SOW, for which the Services, or part thereof, are to be provided by AIM.

“Equipment and Infrastructure” means the software and hardware equipment and infrastructure, through which the Services, or part thereof, are to be provided, as set out in the Accepted SOW(s).

“Fault” means either (a) a failure of the Equipment and Infrastructure to perform in accordance with the Documentation; or (b) a cessation, interruption or degradation of the usual functionality of the Equipment and Infrastructure.

“Force Majeure” means acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, lack of adequate power, failure of telecommunications networks, raw materials or labour, failure of a supplier, strike, lock-out or injunction compliance with governmental laws, regulations or orders, sickness or indisposition of key AIM employees, or any other cause whether or not of the class or kind enumerated which affects performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party affected.

“Hardware Services” means the provision of web space on Equipment and Infrastructure to enable the Client to upload pages and files for the purpose of publishing websites, as is more particularly described in an Accepted SOW.

“Hosting Platform” means the internet server and supporting environment used by AIM to provide the Hosting Services, which shall be substantially in accordance with the specification set out in an Accepted SOW.

“Hosting Services” means the provision of web space on the Hosting Platform to enable the Client to upload pages and files for the purpose of publishing websites, as is more particularly described in an Accepted SOW.

“Intellectual Property Rights” means any and all patents, trademarks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to the same.

“Netiquette” means generally accepted standards and codes of practice for use of the internet including but not limited to sending bulk unsolicited email, mail bombing or impersonating another person, organisation or website.

“Quotation” means a quotation order for the provision of Services which has been prepared by AIM and delivered to the Client (in hard copy or electronic form). Unless otherwise specifically set out to the contrary in a Quotation, all Quotations shall be valid for fourteen (14) days from the date of issue.

“Response Times” means those response times agreed between AIM and Client in respect of the Support Services, as detailed in an Accepted SOW.

“Services” means any of the Hardware Services, Hosting Services or Support Services, including any combination thereof, to be provided by AIM as set out in all relevant Accepted SOW(s), including the delivery of any Deliverables.

“Service Level Agreement” means any and all service level agreements that may be entered into between AIM and Client in respect of the Services.

“SOW” means either (i) a statement of work for the provision of Services submitted by the Client to AIM and set out in substantially the same format as

appended at Schedule 1 hereto, or (ii) the acceptance by the Client of a Quotation.

“Support Services” means the support and maintenance services to be provided by AIM to the Client in respect of the Equipment and Infrastructure, as are more particularly set out in an Accepted SOW.

“Working Hours” means those working hours when the Support Services and Hosting Services will be available to the Client, which unless agreed to the contrary in an Accepted SOW, shall be between the hours of 09:00 and 17:00, Monday to Friday (excluding United Kingdom public and bank holidays).

- 1.2. The Accepted SOW(s) form part of this Agreement and shall be subject to the terms and conditions set out herein.
- 1.3. The headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.4. Any undertaking by the Client not to do any act or thing shall be deemed to include an undertaking that the Client shall not permit or suffer the doing of that act or thing,
- 1.5. The expressions “Client” and “AIM” shall be deemed to include their respective successors and permitted assignees and their respective employees and agents.
- 1.6. The words “written” and “in writing” shall be interpreted to include email.
- 1.7. The masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require. The expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
- 1.8. The words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context.
- 1.9. References in these Conditions to the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted.

2. SOW PROCESS

- 2.1. Each SOW shall be deemed to be an offer by the Client subject to the terms of this Agreement and all additional terms referred to in the applicable SOW. The Client shall procure that each SOW is complete and accurate. A binding contract shall not come into existence between AIM and the Client until acceptance of the SOW by AIM.
- 2.2. Acceptance of the SOW by AIM shall be deemed to have occurred when the Client receives a copy of the SOW signed by AIM or an email from AIM accepting the SOW, if appropriate, letting the Client know that the Services have been activated. AIM may decline the SOW for any reason, in which case AIM shall notify the Client in writing.
- 2.3. The binding contract shall relate only to those Services in respect of which AIM has confirmed in its acceptance of the SOW.

3. SERVICES

- 3.1. From the Effective Date and for the duration of this Agreement, AIM shall provide, or procure the provision of the Services to the Client. The parties may agree amendments to this Agreement or the scope of the Services by the submission and acceptance of new or replacement Orders.
- 3.2. AIM shall use reasonable endeavours to provide or procure the provision of the Services to the Client in accordance with an Accepted SOW and any agreed Service Level Agreement. AIM will not be liable to the Client where, despite having used reasonable endeavours, it fails to meet any timescale set out in an Accepted SOW or agreed Service Level Agreement.
- 3.3. AIM will use reasonable endeavours to provide the Services promptly, having regard to the availability of personnel, necessary supplies and facilities and commitments to other Clients. All dates or times quoted for commencement or completion of any part of the Services are estimates only.
- 3.4. AIM will not be obliged to provide any Services not outlined in an Accepted SOW. Furthermore, AIM cannot provide the Services where the Client makes use of incompatible Equipment and Infrastructure or other systems (including communication systems).
- 3.5. Services may be provided onsite or remotely via the Client's internet connection or by telephone, at AIM's sole option.

- 3.6. AIM reserves the right at any time to improve, correct or otherwise modify all or any of the Services (including substituting all or part of the Equipment and Infrastructure or Hosting Platform) to comply with any legal or regulatory obligation or for any other reason. AIM will endeavour to give the Client reasonable notice of any such modification, where this is reasonably practicable.
- 3.7. Without prejudice to AIM's other remedies, AIM may suspend all or part of the Services without prior notice if AIM reasonably believes the circumstances justify this to protect itself or others, to comply with any law, where the Client has failed to pay any Charges, or if any events occur which would entitle AIM to terminate this Agreement. In making the decision to suspend the Services, AIM is not obliged to consider the cost or damage to the Client that may be caused by suspension of the Services to the Client. AIM may also suspend all or part of the Services to carry out maintenance where, in AIM's reasonable opinion, it is necessary or desirable to do so. In such event AIM shall provide the Client with as much prior notice as is reasonably practicable.
- 3.8. Where an availability service level applies to all or part of the Services, as set out in an Accepted SOW, the availability of the applicable Service shall be calculated during the Working Hours only. The applicable Service will not be deemed to have been unavailable where such unavailability was due to suspension in accordance with this Agreement, or where AIM was not under an obligation to provide any Support Services.
- 3.9. The Client shall comply with any Acceptable Use Policy supplied by AIM. If, in the opinion of AIM, the Client has violated such Acceptable Use Policy, AIM may suspend the provision of all or part of the Services to the Client and may restrict or block internet traffic to or from the Services.

4. SUPPORT SERVICES

- 4.1. Within the Working Hours, following receipt of a Fault report in accordance with clause 5 of this Agreement, AIM shall respond to all Fault reports within the applicable Response Time.
- 4.2. Within the Working Hours, AIM shall use reasonable endeavours to identify, diagnose and rectify Faults in the Equipment and Infrastructure:
- 4.2.1. by telephone, email and/or remote access;
- 4.2.2. by a visit to the Site at a time determined by AIM where AIM, in its sole opinion, deems it necessary; or
- 4.2.3. by liaison with third party providers where AIM, in its sole opinion, deems it necessary;

- 4.3. During the Working Hours, AIM shall use reasonable endeavours to provide the following Support Services to the Client:
 - 4.3.1. advice regarding the use of the Equipment and Infrastructure by telephone, email and/or remote access (up to a maximum of 5 minutes per request);
 - 4.3.2. advice in writing or by email regarding any changes to the Equipment and Infrastructure that AIM recommends to maximise system efficiency and reduce system failures; and
 - 4.3.3. changes to or suspension of user access to the Equipment and Infrastructure.
- 4.4. Where outlined in an Accepted SOW, AIM shall use reasonable endeavours to provide the following Support Services:
 - 4.4.1. installation and maintenance of new elements of the Equipment and Infrastructure at the Site, where such new elements are necessary in AIM's sole opinion; and
 - 4.4.2. monitoring the performance of the Equipment and Infrastructure;
- 4.5. Support Services shall not include the diagnosis and rectification of any Faults resulting from:
 - 4.5.1. the Clients improper use, operation or neglect of the Equipment and Infrastructure;
 - 4.5.2. the repair, adjustment or modification of the Equipment and Infrastructure or its merger (in whole or in part) with any other equipment or software, other than as expressly permitted by AIM;
 - 4.5.3. the failure by the Client to implement agreed maintenance releases or recommendations in respect of or solutions to Faults previously advised by AIM;
 - 4.5.4. any repair, adjustment, alteration or modification of the Equipment and Infrastructure by any person other than AIM without AIM's prior consent;
 - 4.5.5. the use of the Equipment and Infrastructure for a purpose for which it was not designed;
 - 4.5.6. a fault in Client or third-party software or applications or any upgrade or new release in respect thereof;

- 4.5.7. a fault in the equipment or in any other software operating in conjunction with or integrating with the Equipment and Infrastructure;

nor shall the Support Services include:
 - 4.5.8. the rectification of lost or corrupted data arising for any reason other than AIM's own negligence;
 - 4.5.9. loss or damage caused directly or indirectly by operator error or omission;
 - 4.5.10. remedying any Fault that cannot be replicated by the Client for the purposes of demonstrating such issues or errors to AIM; or
 - 4.5.11. remedying any Fault in respect of any equipment, software or applications which are not specifically set out in an Accepted SOW as being part of the Equipment and Infrastructure.
- 4.6. Save as expressly agreed in writing or by email, the Support Services shall not include:
- 4.6.1. rebuilding the Equipment and Infrastructure and/or reinstallation or upgrade of any of the software that forms part of such Equipment and Infrastructure;
 - 4.6.2. additions to the Equipment and Infrastructure or replacement of any faulty, stolen or damaged Equipment and Infrastructure;
 - 4.6.3. changes to the configuration of any part of the Equipment and Infrastructure;
 - 4.6.4. relocation of the Equipment and Infrastructure;
 - 4.6.5. provision of consumables;
 - 4.6.6. transfer of data or software;
 - 4.6.7. removal of malicious code (including but not limited to viruses, trojan horses, malware and all similar code) or the repair or replacement of any Equipment and Infrastructure damaged by the same; or
 - 4.6.8. advice or guidance on any bespoke or industry specific software applications.

5. FAULT REPORTING

- 5.1. Client shall provide to AIM, by email or telephone, a detailed description of each Fault and shall include sufficient material and information to enable AIM to duplicate the problem to the extent the information is available to Client, including, but not limited to:

- 5.1.1. a clear and accurate description of the Fault;
- 5.1.2. the area of the Equipment and Infrastructure to which the Fault relates;
- 5.1.3. what function was being performed when the Fault occurred and/or the sequence of events leading up to the occurrence of the Fault;
- 5.1.4. the error message displayed, if any; and
- 5.1.5. any other information relating to the Equipment and Infrastructure or the Fault which AIM requires to perform its obligations hereunder,

and for the avoidance of doubt, AIM shall be entitled not to cease provision of the Services where the Client has failed to comply with this clause 5.

6. **EQUIPMENT AND INFRASTRUCTURE**

- 6.1 Unless otherwise set out in an Accepted SOW, the Equipment and Infrastructure shall remain the exclusive property of AIM or its suppliers, as the case may be, and the Client shall not acquire any rights in respect of such Equipment and Infrastructure.
- 6.2 The Client shall provide a suitable place, conditions, connection points and electricity supply for the Equipment and Infrastructure according to AIM's reasonable instructions and carry out any site preparation work reasonably required by AIM.
- 6.3 The Client shall obtain all necessary third-party consents required in relation to building alterations or additions, access to land or other permission required to install the Equipment and Infrastructure.
- 6.4 The Client will:
- 6.4.1 ensure that the Equipment and Infrastructure is used only for the provision of the Services;
 - 6.4.2 not connect any other equipment to the Equipment and Infrastructure except as expressly authorised in writing by AIM;

- 6.4.3 not tamper with or remove any label on the Equipment and Infrastructure;
 - 6.4.4 not open, disconnect, repair, maintain, modify or remove the Equipment and Infrastructure; and
 - 6.4.5 permit AIM and/or any of its suppliers to modify, change, add or replace the Equipment and Infrastructure or any part of the Equipment and Infrastructure.
- 6.5 The Client shall indemnify AIM in respect of, all costs, expenses and liabilities that AIM incurs as a result of any loss of or damage to the Equipment and Infrastructure caused by the Client other than where the damage or loss has been caused as a result of the Client acting in accordance with instructions issued by AIM.
- 6.6 The Client will not permit any lien, charge or other like restriction to be placed on the Equipment and Infrastructure.
- 6.7 AIM may take possession of the Equipment and Infrastructure from the Client's premises or take other reasonable steps which AIM reasonably believes are necessary to protect its or its suppliers' ownership rights in the Equipment and Infrastructure and the Client will use its reasonable endeavours to provide AIM with the necessary access to exercise these rights.
- 6.8 Promptly after expiry or earlier termination of any Accepted SOW, the Client will use its reasonable endeavours to provide AIM and its suppliers with access to the Equipment and Infrastructure and all reasonable assistance in the removal of the same
- 6.9 The Client is responsible for the Equipment and Infrastructure and shall be liable to AIM for any loss or damage to it save where such loss or damage is caused by fair wear and tear, is caused by AIM, its sub-contractor or anyone authorised to act on their behalf. The Client shall take all reasonable steps to prevent any damage to the Equipment and Infrastructure and to prevent anyone (except anyone acting on AIM's or AIM's sub contractor's behalf) from adding to it, modifying it or interfering with it in any way.

7. CONNECTION

- 7.1 Any equipment, other than the Equipment and Infrastructure, connected to the Services must be technically compatible with the Services and connected and used in compliance with any applicable instructions, standards or laws.

Any such equipment, infrastructure or software should not cause any damage to the Equipment and Infrastructure, the Services or any other AIM customer's network or the network of any underlying service provider.

- 7.2 The Client will only connect additional equipment, infrastructure or software to the Services with AIM's express consent.
- 7.3 If the Client becomes aware that any additional equipment, infrastructure or software connected to the Services does not comply with the relevant instructions, standards or laws they should immediately disconnect that equipment, infrastructure or software to ensure its immediate compliance. Failure to disconnect non-compliant equipment, infrastructure or software will result in AIM disconnecting it at the Client's sole expense.

8. **ACCESS AND SITE REGULATIONS**

- 8.1 The Client will provide access to the Client Site and/or Client Website to AIM and/or its sub-contractor for the purposes of site surveys, installation or otherwise as required for the provision of the Services.
- 8.2 The Client shall provide a suitable and safe working environment for AIM's employees and authorised sub-contractors at the Client Site. The Client shall indemnify AIM and its sub-contractors for death or personal injury claims or actions threatened or brought against them resulting from the Client's breach of this clause 8.2, save where such claim or action results from AIM's negligence or that of its employees, sub-contractors or agents acting in the course of their employment or agency. The limitation of liability provisions of this Agreement shall not apply to this clause 8.2.
- 8.3 AIM agrees to observe and ensure that its employees observe the Client's reasonable security and safety requirements insofar as these are communicated to AIM or its employees.
- 8.4 It is the responsibility of the Client to make good or re-decorate any areas of the Client Site affected by the installation of the Equipment and Infrastructure save where any damage is caused by AIM's negligence in which case the limitation of liability provisions of this Agreement shall apply.

9. **ADDITIONS AND AMENDMENTS TO THE EQUIPMENT AND INFRASTRUCTURE**

- 9.1 The Client may request, or AIM may suggest, in writing or by email an addition or amendment to the Equipment and Infrastructure.

- 9.2 Following receipt of a such request or the making of the suggestion, AIM shall submit a Quotation to the Client in writing, which shall include details of the proposed change and any change to the Charges as a result thereof (which may include an increase in the monthly Charges, as well as the cost of the additional or replacement Equipment and Infrastructure) and any other likely impact on the provision of the Services.
- 9.3 Following receipt of such Quotation, the Client may elect to accept the terms of the Quotation and shall notify AIM in writing or by e-mail of its decision to accept or not to accept such Quotation. In the event that the Client accepts the terms of the Quotation, the relevant Accepted SOW shall be amended, or a new Accepted SOW shall be executed to reflect the addition or amendment to the Equipment and Infrastructure.
- 9.4 Where the Client has requested the addition or alteration, AIM shall be entitled to charge for time spent investigating the request at its then current rates.

10. CLIENT'S OBLIGATIONS

- 10.1. At all times, throughout the term of this Agreement, the Client shall comply with all obligations set out herein and in all Accepted SOWs and all additional terms and conditions referred to therein, including but not limited to:
- 10.1.1. providing access to the Client's Site, Client's Website and to relevant personnel at the request of AIM;
 - 10.1.2. appointing an authorised person who is able to make binding decisions for the Client with regard to this Agreement, including authorising any change to the Services and/or Deliverables and taking decisions and making information available as requested by AIM either within the timescales reasonably required by AIM or in the absence of a required timescale as soon as reasonably practicable following the request being made;
 - 10.1.3. ensuring that its systems meet any minimum system specifications notified to the Client by AIM from time to time;
 - 10.1.4. ensuring that it keeps regular and full back ups of all material and data hosted by AIM on any Client Website or other system operated by the Client on a daily basis (or more frequent basis if required by best computing practice). For the avoidance of any doubt AIM will have no obligation to attempt to restore any lost material or data of the Client's;

- 10.1.5. providing all materials reasonably required by AIM to enable AIM to perform its obligations under this Agreement and the Client hereby grants to AIM a worldwide, non-exclusive, royalty free licence to use, store and maintain all material provided to AIM, or used, stored or processed through the Client's use of the Services, on AIM's servers and publish such material on the Internet for the purpose of providing the Services to Client. The Client warrants that all such materials will be accurate in all material respects and will not include material which is illegal, the accessing holding transmitting or supplying of which would be a criminal offence or which is otherwise unlawful or in breach of any applicable law or code of practice applying to such materials. In particular, the Client warrants that all necessary licences, consents and waivers (including those from rights owners, performers and other contributors) are obtained and paid for by the Client. The Client warrants that all such material does not infringe the intellectual property rights of any third party and it has the authority to grant the licence in this clause to us and will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services or of any claim or action that any such material infringes, or allegedly infringes, the Intellectual Property Rights of a third party. Without prejudice to the foregoing, AIM may decline to use any materials provided by the Client on any reasonable grounds;
- 10.1.6. providing reasonable facilities which may be required by AIM pursuant to this Agreement, including for the avoidance of doubt all equipment and secretarial services necessary for the performance of the Services and delivery of the Deliverables and so as to enable AIM to properly fulfil its obligations hereunder;
- 10.1.7. ensuring that it has all necessary consents, permissions and licences to make use of the Services and procuring all necessary rights from third parties (including Intellectual Property Rights licences of computer software and website content) which are from time to time required in order for AIM to be able legally to provide the Services to the Client;
- 10.1.8. ensuring that all persons who access or use the Services are aware of the terms of this Agreement, including any Acceptable Use Policy;
- 10.1.9. comply with any security policy notified to it from time to time by AIM and, in particular, ensure that all passwords and user names provided to it by AIM are at all times kept confidential, used properly and not disclosed to unauthorised people. If the Client has any reason to believe that any password or user name has become known to someone not authorised to use it or is being or is likely to be used in an unauthorised

way or of any other breach of security then the Client will inform AIM immediately; and

10.1.10. being entirely liable for all activities conducted and charges incurred under its passwords and user names whether authorised by it or not and the Client acknowledges that AIM shall not be liable for any loss of confidentiality or for any damages arising from the Client's inability to comply with this Agreement. It is the Clients responsibility to ensure that their network is configured in a secure manner. A Client may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Client may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner;

10.1.11. ensuring that all communication details which it provides to AIM are at all times true, current, accurate and complete. The Client will promptly notify AIM of any change to such details and acknowledges that AIM will not be liable for any loss suffered or incurred by the Client as a result of its failure to notify such changes to AIM. Clients are advised that a failure to at all times have true, accurate and complete communication details may result in the temporary suspension of a Client's account.

10.2. The Client shall not, and shall procure that its employees, sub-contractors or any third party shall not:

10.2.1. be under the age of 18;

10.2.2. be legally incapable of entering into binding contracts;

10.2.3. use the Equipment and Infrastructure or the Services in an unlawful manner or in contradiction of published legislation and regulations governing the Internet or accepted Internet practices and practices of any connected networks, or to transfer any illegal material (including but not limited to material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing, in contempt of Court or in breach of copyright, confidentiality, privacy or other rights);

10.2.4. divulge any passwords that allow the Client to have access to the Services to a third party and shall use all reasonable endeavours to keep all passwords confidential and inaccessible to third parties;

10.2.5. use or permit the use of the Services other than in accordance with the relevant Documentation;

- 10.2.6. use the Services, or allow them to be used, in breach of good Netiquette practices;
 - 10.2.7. use the Services or the Equipment and Infrastructure or allow them to be used in any way which, in the absolute discretion of AIM, may harm AIM or any of its suppliers, or any of the affiliates or clients of AIM or its suppliers, or bring AIM or its suppliers into disrepute or which calls into question any action taken by AIM or its suppliers on the Client's behalf; or
 - 10.2.8. provide any technical or other information obtained from AIM and/or relating to the Services to any person which the Client is aware or ought reasonably be aware may directly or indirectly lead to a breach of any law or regulation.
- 10.3. AIM shall not be liable for any loss, damage, delay or failure that results from the delay or failure of the Client to comply with its obligations under this Agreement and the time for performance of AIM obligations under this Agreement shall be extended by AIM a result of any failure or delay by the Client. The Client shall reimburse AIM on written demand for any costs or losses sustained as a direct or indirect result of the Client's default under this Agreement.
- 10.4. AIM shall not be responsible for products or services supplied which incorporate or are based upon information or materials supplied by the Client or third parties. Responsibility for decisions taken on the basis of advice given by AIM will remain with the Client.
- 10.5. The Client acknowledges that the Services and Equipment and Infrastructure provided by AIM are standard packages, which are not tailored to specific requirements of the Client, unless confirmed to the contrary in an Accepted SOW.

11. CHARGES AND PAYMENT

- 11.1. The Client shall pay the Charges set out in each of the Accepted SOW(s), and otherwise arising pursuant to the provisions herein.
- 11.2. AIM will issue invoices to the Client in accordance with the terms set out in the relevant Accepted SOW(s), or otherwise monthly in arrears.

- 11.3. The Charges are subject to change at any time. AIM will endeavour to notify the Client in writing of any change in the Charges at least thirty (30) days before the change comes into force.
- 11.4. The Client shall pay the Charges in accordance with the terms of the relevant Accepted SOW or, where no payment terms are set out in an Accepted SOW, within thirty (30) days of invoice date.
- 11.5. Unless otherwise expressly set out to the contrary in the applicable Accepted SOW, the Client shall pay all expenses reasonably incurred by AIM that are attributable to the provision of the Services. Such expenses shall include without limitation the cost of travel outside normal business hours to and from supported sites, attendance at meetings, preparation of reports, telephone charges, courier and facsimile costs.
- 11.6. AIM reserves the right to invoice the Client in advance in respect of all fees payable as disbursements to third parties such as hardware or software vendors and as may be further detailed in the SOW. In such cases, all monies paid by the Client shall be held on account by AIM on behalf of the Client.
- 11.7. All Charges are exclusive of VAT and all other taxes which shall be payable by the Client.
- 11.8. AIM reserves the right to charge the Client interest on any payment not made by the due date as set out in the relevant Accepted SOW(s). Interest will be calculated on a daily basis, both before and after any judgement, at the rate of 6% above the base lending rate from time to time of Bank of England for the period from the date such payment is due until the date on which it is actually paid. Such payment shall be compounded quarterly and payable on demand.
- 11.9. The acceptance of any monies by AIM shall not be construed as an acceptance of such monies as the correct and full amount due and owing to AIM or as a waiver by AIM of any claims it may have against the Client.
- 11.10. The Client shall pay the Charges on the due date without set off or deduction.
- 11.11. In the event of a bona fide dispute regarding any invoice or other request for payment, the Client shall immediately notify AIM in writing and the parties shall attempt promptly and in good faith to resolve any dispute regarding amounts owed. AIM reserves the right to suspend performance of the Services until the dispute has been resolved.

11.12. Time for payment is of the essence. No payment shall be deemed to have been received until AIM has received cleared funds.

11.13. AIM and its suppliers may make a search in relation to the Client with a credit reference agency (and make other credit enquiries from time to time), keep a record of that search and enquiries, and share that information with third parties. AIM may also make enquiries about the principal directors/proprietors of the Client with a credit reference agency.

12. WARRANTIES AND LIABILITIES

12.1. All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Agreement or the Accepted SOW(s) whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

12.2. Subject to clauses 6.5, 12.3 and 12.4 and any contrary provisions set out in any Accepted SOW, the maximum aggregate liability of AIM (including its respective agents, sub-contractors and any third-party service providers used by AIM to provision its services to the Client) arising from or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the total Charges paid by the Client under the relevant Accepted SOW (or where there is no relevant Accepted SOW the total Charges paid by the Client under this Agreement) in the 12 months prior to the date on which the liability first arose.

12.3. In no event shall AIM (including its respective agents, sub-contractors and service providers acting on AIM's instruction to provision services to the Client) be liable for:

12.3.1. any loss of profits, income, revenue, business, anticipated savings, use, contracts, management time, goodwill or reputation, or any wasted expenditure or business interruption, or loss of software or data (whether direct or indirect);

12.3.2. any special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement, even if AIM has been advised of the possibility of such damages;

whether or not caused by or resulting from its negligence or a breach of its statutory duties or a breach of its obligations howsoever caused even if it is advised of the possibility of such loss.

- 12.4. In no event shall AIM (including its respective agents, sub-contractors and service providers acting on AIM's instruction to provision services to the Client) be liable for:
- 12.4.1. any defect or default arising from or caused by any unapproved changes made to the Services or Equipment and Infrastructure or resulting from abnormal usage;
 - 12.4.2. any unauthorised access to the Equipment and Infrastructure and/or Services, unless the parties have agreed in writing that AIM is responsible for the security of such networks and/or systems;
 - 12.4.3. any failure of the Equipment and Infrastructure and/or Services which results from interference (including inappropriate use, maintenance, development, modification, repairs or adaptation) by the Client or any third party not authorised by AIM which is not in accordance with standard use of the Infrastructure and/or Services or AIM's specific instructions; or
 - 12.4.4. any failure of the Equipment and Infrastructure and/or Services that is due to any integration or interoperability issues arising with any third party or Client systems or legacy systems (unless AIM has specifically advised the Client in respect of the same).
- 12.5. Nothing in this Agreement shall limit or exclude AIM's liability for:
- 12.5.1. death or personal injury caused by the negligence of its employees in the performance of this Agreement;
 - 12.5.2. fraud or fraudulent misrepresentation;
 - 12.5.3. any matter for which it would be unlawful to exclude or restrict liability.
- 12.6. In the event that AIM fails to comply with its obligations under this Agreement then it shall be entitled to be given a reasonable opportunity to correct any errors and re-perform its obligations and provide the Services hereunder.
- 12.7. Both parties accept that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances.

13. **SUSPENSION**

- 13.1 Without prejudice to its other rights and remedies, AIM may at its sole discretion suspend the provision of the whole or any part of the Services (temporarily or permanently) and will have no liability to provide the Services on the occurrence of any of the following events:
- 13.1.1 notified or unscheduled upgrade or maintenance of AIM's or its suppliers' Equipment and Infrastructure;
 - 13.1.2 issue by any competent authority of an order which is binding on AIM or its suppliers which affects the Services;
 - 13.1.3 if the Client fails to pay the Charges or any other sums owing to AIM by the Client when they fall due;
 - 13.1.4 if the bandwidth or computer memory used by the Client in relation to the Services exceeds any agreed or stipulated level and AIM determines in its sole discretion that suspension is necessary to protect all and any internet solutions provided by AIM from time to time;
 - 13.1.5 failure or deficiencies in the Client's infrastructure, including but not limited to hardware not supplied by AIM or a security breach; or
 - 13.1.6 failure by the Client to adhere to any of the provisions outlined in an Acceptable Use Policy.
- 13.2 Where AIM suspends provision of the Services in accordance with clause 13.1, it will only be obliged to recommence provision during Working Hours and once the Client has paid all relevant outstanding Charges in clear funds together with any relevant reinstatement fee (as notified to the Client from time to time by AIM) and has accepted any revised payment terms requested by AIM (such as payment by direct debit).
- 13.3 Without prejudice to any other of its rights and remedies, AIM will be entitled to remove the Client's data from the Equipment and Infrastructure and/or to put the Equipment and Infrastructure to any use other than the Client's if any amount due under this Agreement is not paid within 15 days of its due date for payment. AIM is not required to back up such data or return the same to the Client prior to any such removal or following termination of this Agreement.

14. **TERM AND TERMINATION**

- 14.1. This Agreement shall come into force on the Effective Date and shall remain in force until terminated by either party on the provision of not less than ninety (90) days' notice in writing (save that no termination may take effect until all Services to be provided pursuant to all Accepted SOWs have been provided and all payments received by AIM), unless terminated earlier in accordance with clause 0. For the avoidance of doubt, each Accepted SOW may have its own term and termination provisions, which will be adhered to by each of AIM and the Client in respect of the Services provided thereunder.
- 14.2. In any event all or part of the Agreement or any Accepted SOW may be terminated immediately on written notice:
- 14.2.1. by either party if the other party is in material breach of the Agreement and fails (where the breach is capable of remedy) to remedy the breach within 30 days of the receipt of a request in writing to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement or the Accepted SOW;
 - 14.2.2. by either party if the other party becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986, is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income, has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order or has ceased or threatened to cease to trade;
 - 14.2.3. by AIM if there is a change of control (as defined in Section 1124 of the Corporation Tax Act 2010) in the Client or the Client's parent company; or
 - 14.2.4. by AIM if the Client fails to pay to AIM any sum due under the Agreement after the due date for payment.
- 14.3. Termination of this Agreement shall be without prejudice to any rights of either party arising on or before termination, which includes without limitation, all sums due to AIM for Services supplied (including for the avoidance of doubt any Charges incurred in respect of work in progress) prior to the date of termination.
- 14.4. The provisions of clauses 1, 11 (to the extent of any unpaid obligations), 12, 14.3, 14.4, 15, 16, 17, 18 and 20 and any clauses required for their interpretation shall survive the termination of this Agreement and shall remain in full force and effect.

15. CONFIDENTIALITY

15.1. Each party will (unless contrary to law):

15.1.1. keep confidential all information obtained from the other under or in connection with the Agreement ("**Information**");

15.1.2. not disclose any Information to any third party without the prior written consent of the other except to such persons and to such extent as may be strictly necessary for the performance of the Agreement;

15.1.3. not use any Information otherwise than for the purposes of the Agreement.

15.2. The provisions of clause 15.1 do not apply to Information which:

15.2.1. is or becomes public knowledge (otherwise than by breach of this clause); or

15.2.2. was in the possession of the party concerned without restriction as to its disclosure before receiving it from the disclosing party; or

15.2.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

and nothing in this clause 8 prevents either party from disclosing any Information for a proper purpose to a public authority or any regulatory body, or to a court of law in the United Kingdom or elsewhere in legal proceedings, or to its senior management, its auditors, bankers, lawyers or other professional advisers.

15.3. The provisions of this clause 15 will continue to apply notwithstanding termination of the Agreement.

16. DATA PROTECTION

16.1. The Client shall act in accordance with the provisions of the Data Protection Act 1998 and all other applicable data protection legislation at all times.

- 16.2. The Client and AIM acknowledge and agree that the Client is the data controller, and that AIM is a data processor in respect of all personal data of Client personnel (as such terms are defined in the Data Protection Act 1998). The Client therefore confirms that it is solely responsible for ensuring that any data processing and security obligations that arise from the provision of the Services comply with applicable data protection law.
- 16.3. AIM will only process personal data for the purposes of providing the Client with the Services. AIM has in place and will maintain for the duration of these terms and conditions appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, or disclosure of personal data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to process personal data.

17. NON-SOLICITATION

- 17.1. During the period this Agreement is in effect and for a period of twelve (12) months thereafter, the Client agrees not to solicit or to offer employment to any employees of AIM or any sub-contractors used by AIM hereunder without the prior written consent of AIM.
- 17.2. In the event that the Client breaches clause 17.1, it shall be liable to pay, immediately on demand, and without prejudice to any other remedy that AIM may have, the equivalent of twelve (12) months gross salary of the employee (or, in the case of a sub-contractor, the equivalent of the amount paid or payable to such sub-contractor in a twelve (12) month period) so solicited and/or employed. This provision shall be without prejudice to the right to seek injunctive relief.

18. FORCE MAJEURE

- 18.1. If AIM is prevented or delayed from or in performing any of its obligations under this Agreement by Force Majeure, then:
- 18.1.1. its obligations under this Agreement (or, where the Force Majeure only affects some of the Services, such obligations as relate to those Services) shall be suspended for so long as the Force Majeure continues and to the extent that that party is so prevented, hindered, or delayed;
- 18.1.2. the parties shall, without prejudice to the other provisions of this clause 10.1.2 consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure;

18.1.3. AIM shall use all reasonable endeavours to mitigate the effects of the Force Majeure upon the performance of its obligations under this Agreement.

18.2. If any Force Majeure prevails for a continuous period in excess of two (2) months, either party shall be entitled to terminate this Agreement in its entirety (if the provision of all Services are affected by Force Majeure) or in part (insofar as it relates to the Services affected by Force Majeure) by giving not less than ten (10) days' notice in writing to the other party.

19. THE USE OF SUB-CONTRACTORS AND AGENTS

Unless otherwise expressly set out to the contrary in the relevant Accepted SOW(s), AIM may engage any person, company or firm as its agent or sub-contractor to perform all or any of its obligations or duties under this Agreement.

20. PUBLICITY

AIM shall have the right to disclose the contents of any press release or publicity of any aspect or the existence of the business relationship contemplated by this Agreement upon written notice to the Client. The Client shall not issue any such press release or publicity without the prior written consent of AIM unless such disclosure is required by law.

21. GENERAL

21.1. This Agreement hereto constitutes the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

21.2. Each of the parties acknowledges that in entering into this Agreement on the terms set out herein it has not relied on or been induced to enter into this Agreement by any representation, warranty, undertaking, promise or assurance made or given by any other party or any other person, whether or not in writing, at any time prior to the execution of this Agreement other than those expressly set out in this Agreement or any applicable Statement of Work.

21.3. If any part of any provision of this Agreement shall be invalid or unenforceable, then the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable.

- 21.4. Save as otherwise set out in any Accepted SOW, no amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by both parties.
- 21.5. No delay in exercising or non-exercise by either party of any of its rights under or in connection with this Agreement shall operate as a waiver or release of that right. Rather, any such waiver or release must be specifically granted in writing signed by the party granting it.
- 21.6. Nothing in this Agreement or any document referred to in it or any arrangement contemplated by it shall be construed as creating a partnership or joint venture between the parties for any purpose whatsoever and neither party shall have the power or authority to bind the other party or impose any obligations on it to the benefit of any third party.
- 21.7. This Agreement constitutes a contract for the provision of services and not a contract of employment and nothing in the Agreement shall be deemed to imply that the relationship between AIM and the Client is that of employer and employee. Neither AIM nor AIM' consultants or employees shall be deemed employees of Client, nor shall the Client's or Client's consultants and employees, be deemed an employee of AIM.
- 21.8. The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 21.9. The Client shall pay to AIM all costs and expenses (so that any legal fees shall be based on an indemnity basis) incurred by AIM in enforcing any of this Agreement or exercising any of its other rights and remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the Client in the event that legal processes cannot be enforced at the address last notified to AIM.
- 21.10. The Client may not assign the benefit or delegate the burden of the Agreement nor sub-license any of its rights under the Agreement (including to any affiliate companies) without the prior written consent of AIM. Any consent provided by AIM under this clause is given on condition that the assignee or licensee, as the case may be, agrees to comply with the terms of the Agreement as if they were the Client. AIM may sub-contract or assign any or all of its rights and obligations under the Agreement.
- 21.11. This Agreement shall be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes that may arise in connection with this Agreement.

21.12. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: delivered in person; sent by registered mail return receipt requested; sent by overnight air courier; transmitted by facsimile; or transmitted by email in each case forwarded to the appropriate address set forth herein. Either Party may change its address for notice by written notice to the other Party. Notices will be considered to have been given at the time of actual delivery in person, or three (3) business days after posting, or one (1) day after (i) delivery to an overnight air courier service or (ii) the moment of transmission by facsimile or email with receipt of such facsimile or email confirmed.

For and on behalf of
AIM COMPUTING LTD

For and on behalf of
[INSERT CLIENT NAME]

Signed:

Signed:

Name: Eran Stern

Name:

Title: Managing Director

Title:

Date:

Date:

SCHEDULE 1

AIM COMPUTING LTD STATEMENT OF WORK (SOW) – EXAMPLE

THIS SOW is made on _____ by and between **AIM COMPUTING LTD** a company registered in England and Wales with company registration number 10371451 and having its registered office at SJD KD Tower, Cotterells, Hemel Hempstead, HP1 1FW (**"AIM"**); and **[CLIENT'S FULL NAME]** a company registered in England and Wales with the company registration number **[REGISTRATION NUMBER]** and having its registered address at **[REGISTERED ADDRESS]** (**"Client"**)

Following execution by both parties, this Order shall form part of and shall be subject to the Terms and Conditions between the parties dated _____ (the **"Agreement"**), and unless stated otherwise is additional to all other Orders to that Agreement.

AIM shall provide the following Services to Client:

Commencement Date	
Target Delivery Dates	
Equipment and Infrastructure (inc. Hosting Platform if applicable)	
Services	AIM will provide application support for the following Client systems: ❖
Out of Scope	The Client acknowledges and agrees that all of the following are excluded from the provisioning of the Services: ❖ External network penetration testing ❖ Internal network penetration testing ❖ Application penetration testing ❖ Vulnerability testing
Service Levels	The following Service Level Agreement will apply to the engagement and for the provisioning of the Services:

	Severity Level	Response Times
	Critical Emergency	
	High	
	Normal	
	Low	
Client Site(s)/Client Website(s)/Client Application(s)		
Domain Name(s)		
Charges	<p>The Client shall pay AIM £[INSERT] for the setup of the Equipment and Infrastructure and Services.</p> <p>The Client shall pay AIM £[INSERT] for the Equipment and Infrastructure.</p> <p>The Client shall pay AIM £[INSERT] [per month/per annum] for the provision of the Services.</p> <p>The provision of any additional services shall be charged in accordance with the hourly rates agreed between the parties or at such other rates as may be notified by AIM to the Client from time to time.</p>	
Client Obligations		
Initial Term		

For and on behalf of
AIM COMPUTING LTD

For and on behalf of
[INSERT CLIENT NAME]

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date: