

DATED

(1) << >>

(2) << >>

HARDWARE & SOFTWARE MAINTENANCE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Client>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> (“the Client”) and
- (2) <<Name of Service Provider>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> (“the Service Provider”)

WHEREAS:

- (1) The Service Provider is engaged in the business of maintaining and servicing computer hardware and software.
- (2) The Client wishes to procure hardware and software maintenance services from the Service Provider and the Service Provider agrees to provide hardware and software maintenance services under the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Confidential Information”	means all business, technical, financial or other information created by a Party to this Agreement or exchanged between the Parties in either case throughout the Term of this Agreement;
“Defect”	means any material difference between the actual performance, utility and functionality of the Software and that which can be reasonably expected based upon the manufacturer’s description of the software, taking into account the specifications of the relevant computer systems;
“Hardware”	means any and all computer equipment listed in Schedule 1 of this Agreement in addition to new or replacement computer equipment supplied by the Service Provider in their provision of the Services;
“Hardware Services”	means the hardware maintenance services to be provided to the Client by the Service Provider as defined at Clause 4 of this Agreement;
“Services”	means, collectively, the Hardware Services and Software Services;

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- “Service Fee”** means monthly by the Client to the Service Provider as set out in Clause 3 of this Agreement;
- “Sites”** means the Sites at which the Service Provider shall provide the Services as set out in Schedule 3;
- “Software”** means the Software listed in Schedule 1 of this Agreement or replacement software supplied by the Service Provider in their provision of the Services;
- “Software Licence”** means the documentation accompanying software, including all permissions, rights and restrictions of that software; and
- “Software Services”** means the Software Services to be provided to the Client by the Service Provider as defined at Clause 1.1.

- 1.2 Unless the context otherwise requires, the use of the word “writing” in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by any means, includes a reference to any communication effected by facsimile transmission or electronic means;
 - 1.2.2 a statute or a provision of law, includes a reference to that statute or provision as amended or re-enacted from time to time;
 - 1.2.3 “this Agreement” includes this Agreement and each of the Schedules as amended or re-enacted from time to time;
 - 1.2.4 a Schedule is a schedule to this Agreement; and
 - 1.2.5 a Clause or paragraph of this Agreement includes a reference to that Clause or paragraph of the relevant Schedule.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Term

- 2.1 The Service Provider will provide the Services to the Client at the Sites from <<Insert Date>> until <<Insert Date>> (or until terminated in accordance with Clause 2.2) unless and until earlier termination by either Party.
- 2.2 The Term may be renewed on the same terms and conditions as set out in this Agreement for a further period of [months] OR [years] if both Parties so agree in a document signed by both Parties.

3. Fees and Payment

- 3.1 The Service Provider will invoice the Client for the Service Fee of £<< >> for each month on or before the <<Insert Day>> day of the previous month.



month.

- 3.2 The Client will pay the Service Provider on the <<e.g. 1st>> day of the month following the end of the Service Provider's month in which the Service Provider provides the Services.
- 3.3 The Service Provider will, on or before the date specified in the invoice to the Client, invoice the Client for the value of the Software or Hardware plus any added tax ("VAT") exclusive of VAT payable by the Client to the Service Provider for any such Software or Hardware. The Client will pay the Service Provider the invoice amount within << >> days of the invoice date.
- 3.4 The Service Provider will send the invoice by first class post to the Client at the Client's address set out on page 2 of this Agreement unless otherwise agreed by the Parties.
- 3.5 All sums specified in this Agreement are exclusive of any VAT unless expressly stated otherwise.

provider monthly in advance of the end of the Term in consideration of the Client's agreement to the terms of Clause 2 of this Agreement to

new Software or Hardware or Hardware. The value of the Software or Hardware to be invoiced to the Client to the Service Provider shall be << >>% above the VAT exclusive price which the Service Provider will pay for such Software or Hardware. The Client will pay the Service Provider the invoice amount within << >> days of the invoice date.

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exclusive of any VAT unless expressly stated otherwise.

4. Hardware Services

- 4.1 The Hardware Services shall include the following:
 - 4.1.1 Initial commissioning and configuration;
 - 4.1.2 Installation of network cabling;
 - 4.1.3 Repair of faults in Hardware;
 - 4.1.4 Supply of maintenance services;
 - 4.1.5 Preventative maintenance to take place <<Insert number>> times per month (but not be limited to) testing, cleaning and lubrication. The provision of such maintenance services shall be planned and agreed between the Parties;
 - 4.1.6 Corrective maintenance to include replacement of worn or defective parts as may be deemed necessary by the Service Provider.
- 4.2 Where any Hardware is unavailable for use which gives rise to the need for the Hardware Services necessarily gives rise to the need for the Hardware Services, the Service Provider shall use reasonable endeavours to repair the Hardware within <<e.g. 8>> hours, but if it does not use reasonable endeavours to repair the Hardware within <<e.g. 8>> hours, the Service Provider shall then apply Clause 4.3.
- 4.3 Where, as provided by sub-clause 4.2, the Service Provider shall promptly supply the Hardware until it has completed the relevant work to the Hardware so that such hardware performs all essential functions required by the Client and those provided by the Client.
- 4.4 In the event that corrective maintenance is required, the Service Provider shall supply any necessary replacement parts at no additional charge. All parts supplied under this Clause shall be new parts. [Any replaced parts that are not new parts shall become the property of the Service Provider.]

the following:

including installation and configuration;

required;

;

to take place <<Insert number>> times per month (but not be limited to) testing, cleaning and lubrication. The provision of such maintenance services shall be planned and agreed between the Parties;

with maintenance to include replacement of worn or defective parts as may be deemed necessary by the Service Provider.

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- property of the Service Provider
- 4.5 This Agreement shall not be extended to cover any additional Hardware that the Client may purchase (or have purchased by a third party) during the Term. Extra Hardware shall occur only if such Hardware is necessary to maintain the Hardware in operation and at the discretion of the Service Provider.
- 4.6 The following are expressly excluded from the Hardware Services and the Service Provider will only undertake such repairs at the discretion and at extra cost to the Client:
 - 4.6.1 Repairs to Hardware that is lost, stolen, damaged, abused or damaged deliberately or negligently by the Client or any third party;
 - 4.6.2 Repairs to printers and other consumables;
 - 4.6.3 Repairs to Hardware that is damaged as a result of war, terrorism, fire, explosion or natural calamity;
 - 4.6.4 Repairs to electrical equipment that is external to the Hardware;
 - 4.6.5 Repairs to equipment that is not specifically listed in Schedule 1 of the Hardware Services unless expressly included in Schedule 1 of the Hardware Services;
 - 4.6.6 Repairs to Hardware that is damaged, moved, reinstalled or repaired by the Client without the prior written approval of the Service Provider.
- 4.9 [If, in its reasonable opinion, the Service Provider considers that any Hardware cannot be repaired economically or is not repairable in a maintainable condition and it notifies the Client accordingly, the Client shall be required to carry out any such repairs at its own cost. Hardware so deemed to be no longer listed in Schedule 1 of the Hardware Services shall be deemed to be no longer listed in Schedule 1 of the Hardware Services.

5. Software Services

- 5.1 The Software Services shall include the following:
 - 5.1.1 Installation of Software on Client computers as directed by the Client at the Site(s), which may include servers, workstations and company-owned mobile devices;
 - 5.1.2 Corrections of Defects in Software that may be necessary to ensure operation of the Software in accordance with the documentation relevant to the Software, provided such corrections are permitted under the terms of the Software Licence relating to that Software;
 - 5.1.3 Analysis of Software and other relevant information to determine the cause of any remedial action in relation to the Software;
 - 5.1.4 Periodic updates of Software;
 - 5.1.5 Installation of new versions of Software at the sole discretion of the Service Provider.
- 5.2 Where any Software is unavailable due to the loss or failure of it which gives

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rise to the need for the Software Services necessary to complete the carrying out of the Service (including unavailability), the Service Provider shall use reasonable endeavours to complete all work required within <<e.g. 8>> hours, [but if it has not used reasonable endeavours, sub-Clause 5.3 shall then apply]

5.3 [Where, as provided by sub-Clause 5.3 applies, the Service Provider shall promptly provide a workaround solution until it has completed the relevant work and it will ensure that such solution performs all essential functions for the Client, such functions not to exceed those provided for in the Software].

5.4 This Agreement shall not be extended to cover any additional Software that the Client may require (including any third party service Provider or a third party) during the Term. Extension of the Agreement to cover such new Software shall occur only by written agreement between the Parties and such increase being at the discretion of the Service Provider.

5.5 Under no circumstances shall the Service Provider undertake any work that may result in the infringement of any third party's intellectual property rights. Such work to include, but not be limited to the unauthorised copying, distribution, or use of Software and the installation of multiple copies of Software on any computer equipment in excess of the quantity permitted by the relevant Software Licence.

5.6 The following are expressly excluded from the Software Services and the Service Provider shall only undertake such work at the discretion and at extra cost to the Client:

5.6.1 Rectification of Defects caused by the installation of unofficial upgrades;

5.6.2 Rectification of Defects caused by the installation of Software that has been modified, installed, or reinstalled by the Client without the prior written approval of the Service Provider;

5.6.3 Installation and maintenance of pre-release software;

5.6.4 Rectification of Defects caused by the installation of beta or other pre-release software;

5.6.5 Data recovery services;

5.6.6 Installation and maintenance of computer equipment that is not owned by the Client.

6. Client's Obligations

6.1 The Client will enable the Service Provider to access the Sites at all times during which the Service Provider requires such access in order to provide the Services. Such access shall include access to HVAC systems, lighting, electrical systems, computer networks, telephones and any other equipment that the Service Provider reasonably requires.

6.2 The Client will provide the Service Provider with detailed reports of any and all problems that require remediation. Such reports shall be in the form provided by the Service Provider and such form is specified, in such a form that clearly sets out the details relating to the problem, such



6.3 details to include any specific...
The Client will take all reasonable steps to protect the health and safety of the Service Provider's employees and sub-contractors while on any of the Sites.

Service Provider.
protect the health and safety of the Service Provider's employees and sub-contractors while on any of the Sites.

7. Service Provider's Obligations

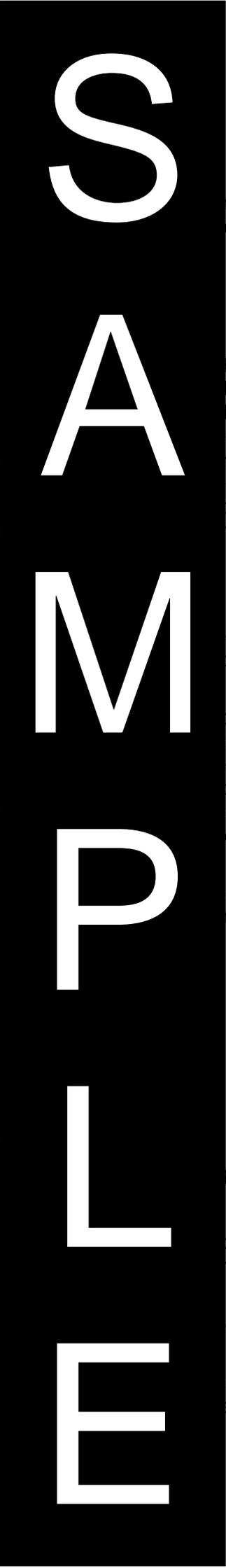
- 7.1 The Service Provider will perform the Services in a timely manner and in accordance with prevailing best practice in the industry.
- 7.2 Where the nature of the Services is such that the work takes place on an on-demand basis (rather than on a scheduled basis), the Service Provider shall provide the Services within the time period >> [hours] OR [days] of receipt of notice from the Client.
- 7.3 The Service Provider will [make every reasonable endeavour to] ensure that it does not:
 - 7.3.1 Create any unsafe or hazardous conditions on the Sites;
 - 7.3.2 Materially interfere with the operation of HVAC systems, fire protection systems, lighting, electrical installations, or other safety systems or services on the Sites;
 - 7.3.3 Impose any expenses on the Client in connection with its use or operation of the Sites.
- 7.4 The Service Provider will indemnify the Client in respect of:
 - 7.4.1 Any damage or destruction to the Client's property or personal; and
 - 7.4.2 Any injury to any person, including the Client's employees, resulting from the performance of the Services by the Service Provider, its sub-contractors or their representatives.

Service Provider.
protect the health and safety of the Service Provider's employees and sub-contractors while on any of the Sites.
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7.3.3 Impose any expenses on the Client in connection with its use or operation of the Sites.
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7.4.2 Any injury to any person, including the Client's employees, resulting from the performance of the Services by the Service Provider, its sub-contractors or their representatives.

8. Warranty

- 8.1 The Service Provider warrants that the Services supplied under this Agreement will be carried out with care and skill by personnel whose qualifications and experience are appropriate for the tasks to which they are allocated.
- 8.2 Except as expressly provided in any undertaking or term, express or implied, no warranty, condition, or otherwise, as to the satisfactory quality, fitness for purpose, or otherwise of the Services is given on behalf of the Service Provider, and all such warranties, conditions, undertakings, or other terms are hereby excluded.
- 8.3 The Client agrees that its sole remedy in the event of any non-conformance with any warranty or other promise made by the Service Provider is that the Service Provider will remedy such non-conformance (by itself or through a third party) and if, in the Service Provider's reasonable opinion, it is unable to remedy such non-conformance, the Service Provider will refund the Service Fee for the month in which the non-conformance was first supplied, if paid [, whereupon the Client shall immediately terminate.]
- 8.4 The Service Provider does not warrant that all problems can and will be corrected but the Service Provider will make every reasonable endeavour to

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The Service Provider does not warrant that all problems can and will be corrected but the Service Provider will make every reasonable endeavour to



correct problems so long as they are clearly identifiable by the Service Provider

replicable or otherwise

8.5 The Client must promptly notify the Service Provider of any non-conformance with the above warranties in writing within the time period set out in sub-Clause 8.3, and in any event

of any non-conformance with the above warranties in writing within the time period set out in sub-Clause 8.3, and in any event

9. **Liability**

9.1 [The Service Provider will maintain and ensure that its employer's liability, third party negligence insurance cover and other relevant insurances connected with this Agreement shall be maintained to a minimum value of £<<e.g. 1,000,000>> and will on request provide to the Client as evidence of such insurance. The Service Provider undertakes to pursue all reasonable commercial efforts to pursue claims under such insurance cover.

Under this Agreement, maintain and ensure that its employer's liability and professional indemnity insurances connected with this Agreement shall be maintained to a minimum value of £<<e.g. 1,000,000>> and will on request provide to the Client as evidence of such insurance. The Service Provider undertakes to pursue all reasonable commercial efforts to pursue claims under such insurance cover.

9.2 The Service Provider will not be liable for personal injury or death caused by the Service Provider or its employees in connection with the performance of the Service Provider's obligations under this Agreement. This limitation shall not apply to personal injury or death caused by the Service Provider or its employees in connection with the performance of the Service Provider's obligations under this Agreement.

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9.3 The Service Provider will not be liable for direct damage to tangible property caused by the Service Provider or its employees in connection with the performance of the Service Provider's obligations under this Agreement. This limitation shall not apply to direct damage to tangible property caused by the Service Provider or its employees in connection with the performance of the Service Provider's obligations under this Agreement.

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9.4 In no event will the Service Provider be liable for any loss or damage, including loss of profit, loss of anticipated savings, loss of opportunity, or goodwill, arising from any breach by it of any express term of this Agreement, any implied warranty, or any misrepresentation, or any negligence of other duty at common law or in equity.

In no event will the Service Provider be liable for any loss or damage, including loss of profit, loss of anticipated savings, loss of opportunity, or goodwill, arising from any breach by it of any express term of this Agreement, any implied warranty, or any misrepresentation, or any negligence of other duty at common law or in equity.

9.4.1 loss of or damage to tangible property;

9.4.2 loss of use of data;

9.4.3 loss of use of Hardware;

9.4.4 interruption to business;

9.4.5 loss of income or revenue;

9.4.6 loss of profit, contractual rights, or other claims, whether or not reasonably foreseeable or actually foreseen;

9.4.7 loss of anticipated savings;

9.4.8 any indirect, special, consequential, or other claims, whether or not reasonably foreseeable or actually foreseen.

loss of profit, loss of anticipated savings, loss of opportunity, or goodwill;

any indirect, special, consequential, or other claims, whether or not reasonably foreseeable or actually foreseen.

arising from any act or omission in connection with the performance of its obligations under this Agreement.

arising from any act or omission in connection with the performance of its obligations under this Agreement.

9.5 Except as provided above in this Clause, the Service Provider shall not be liable for personal injury, death and damage to tangible property, and below

Except as provided above in this Clause, the Service Provider shall not be liable for personal injury, death and damage to tangible property, and below

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Service Provider's maximum liability shall be limited to the amount of the additional cost of remedial services or otherwise for any cause whatsoever, or the greater of:

under this Agreement or the form of the additional cost of remedial services or otherwise for any cause whatsoever, or the greater of:

9.5.1 [the sum for which the Service Provider carries comprehensive insurance cover pursuant to Clause 9.5.2]

the sum for which the Service Provider carries comprehensive insurance cover pursuant to Clause 9.5.2]

9.5.2 a sum equivalent to the cost of replacement of the Service Provider for the replacement of the Software, Software or other products that are the subject of the claim, plus damages limited to 25% of the sale price of the original products, plus additional costs directly, reasonably and necessarily incurred by the Client in obtaining alternative products and services.

the point of claim to the replacement of the Software, Software or other products that are the subject of the claim, plus damages limited to 25% of the sale price of the original products, plus additional costs directly, reasonably and necessarily incurred by the Client in obtaining alternative products and services.

9.6 The Parties acknowledge that the limitations contained in this Clause 9 are reasonable in the circumstances.

that the limitations contained in this Clause 9 are reasonable in the circumstances.

9.7 These limitations shall apply regardless of the form of action, whether under contract, tort, including negligence, or any other form of action.

These limitations shall apply regardless of the form of action, whether under contract, tort, including negligence, or any other form of action.

9.8 Nothing in this Agreement shall include or limit the Service Provider's liability for death or personal injury caused by the negligence, or for fraud or intentional misrepresentation by the Service Provider.

Nothing in this Agreement shall include or limit the Service Provider's liability for death or personal injury caused by the negligence, or for fraud or intentional misrepresentation by the Service Provider.

9.9 For the purposes of this clause, the Service Provider includes its employees, sub-contractors and suppliers.

For the purposes of this clause, the Service Provider includes its employees, sub-contractors and suppliers.

9.10 The employees, sub-contractors and suppliers of the Service Provider shall all have the benefit of the limitations of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999.

The employees, sub-contractors and suppliers of the Service Provider shall all have the benefit of the limitations of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999.

10. Termination

10.1 The Service Provider shall be entitled to terminate this Agreement in the event that:

The Service Provider shall be entitled to terminate this Agreement in the event that:

10.1.1 The Client fails to pay the Service Provider for a period exceeding << >> consecutive occasions and fails or refuses to do so following the expiry of << >> days from the Service Provider requesting such payment or

The Client fails to pay the Service Provider for a period exceeding << >> consecutive occasions and fails or refuses to do so following the expiry of << >> days from the Service Provider requesting such payment or

10.1.2 The Client demands the Service Provider to perform part of the Services and which are not covered by the Agreement.

The Client demands the Service Provider to perform part of the Services and which are not covered by the Agreement.

10.2 The Client shall be entitled to terminate this Agreement in the event that:

The Client shall be entitled to terminate this Agreement in the event that:

10.2.1 The Service Provider fails to perform the Services to the Client within a period of << >> consecutive occasions and fails to render the required Services to the Client in accordance with the terms of this Agreement

The Service Provider fails to perform the Services to the Client within a period of << >> consecutive occasions and fails to render the required Services to the Client in accordance with the terms of this Agreement

10.2.2 The Service Provider damages or parts damaging the Client's Hardware, or supplies or parts damaging the Client's computer systems, in a manner that causes loss or damage to the Client.

The Service Provider damages or parts damaging the Client's Hardware, or supplies or parts damaging the Client's computer systems, in a manner that causes loss or damage to the Client.

10.3 Either Party has the right to terminate this Agreement immediately if the other:

Either Party has the right to terminate this Agreement immediately if the other:

10.3.1 commits a material breach of the Agreement, unless such breach is capable of remedy, in which case the Service Provider may terminate immediately will

commits a material breach of the Agreement, unless such breach is capable of remedy, in which case the Service Provider may terminate immediately will



be exercisable if the
14 days after a written

remedy the breach within

10.3.2 goes into bankruptcy
for the purposes
amalgamation) or if
any part of its assets

entary or compulsory (save
porate reconstruction or
n respect of the whole or

10.4 In the event of termination
required under this Agreement

y the Client, all payments
d immediately payable.

10.5 Any and all obligations of the
continue beyond the termin
shall survive termination und

expressly or by their nature
poration of this Agreement

11. Confidentiality

11.1 Each Party undertakes that
authorised in writing by the
continuance of this Agreement
relation to Confidential Inform

y sub-Clause 11.2 or as
, at all times during the
[s] after its termination in

11.1.1 keep confidential all

tion;

11.1.2 not disclose any of the

on to any other person;

11.1.3 not use any of that C
as contemplated by a

or any purpose other than
of this Agreement;

11.1.4 not make any copies
any of that Confidential

or part with possession of

11.1.5 ensure that none of
advisers does any act
of the provisions of s

, employees, agents or
Party, would be a breach
1.4 above.

11.2 Either Party ("First Party") may

11.2.1 disclose any Confidential

ther Party to:

11.2.1.1 any sub-co

the First Party;

11.2.1.2 any govern

y or regulatory body; or

11.2.1.3 any emplo
aforement

st Party or of any of the

to such extent only as
this Agreement, or as
First Party first inform
Information is confid
such body as is m
employee or officer of
other Party a written
as practicable in the
Information confiden
the disclosure is mad

urposes contemplated by
each case subject to the
stion that the Confidential
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son in question, as nearly
to keep the Confidential
or the purposes for which

11.2.2 use any Confidential
disclose it to any oth
this Agreement, or
knowledge through n

Party for any purpose, or
only that it is at the date of
at date becomes, public
provided that in doing so



the First Party do not constitute part of that Confidential Information which is

11.3 The provisions of this Clause shall be in force in accordance with their terms, notwithstanding any agreement for any reason.

12. Notices

12.1 All notices under this Agreement

12.2 Notices shall be deemed to

12.2.1 when delivered, if delivered by messenger (including recorded delivery mail) during business hours of the recipient; or

12.2.2 when sent, if transmitted by electronic means, successful transmission report or return receipt

12.2.3 on the fifth business day after mailing, if mailed by national ordinary mail, postage paid

12.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.

in each case addressed to the recipient or e-mail address notified to the other Party.

13. Relationship of Parties

Nothing in this Agreement shall create, a partnership, the relationship of principal and agent, or employee between the Service Provider and the Client.

14. Assignment

Neither Party shall assign, transfer or in any other manner make over to any third party the benefit and/or obligation hereunder without the prior written consent of the other, such consent shall be withheld.

15. Force Majeure

Neither Party to this Agreement shall be liable for failure or delay in performing their obligations where such failure or delay is caused by a force majeure event, which is beyond the reasonable control of that Party. Such events are not limited to: power outage, natural disasters, civil unrest, fire, flood, war, terrorism, governmental action or any other event which is beyond the reasonable control of the Party in question.

16. Severance

The Parties agree that, in the event any provision of the provisions of this Agreement is found to be unlawful, void or unenforceable by any court or

other authority, that / those provisions of this Agreement and that the remainder shall be valid and enforceable.

erred from the remainder of
ment shall be valid and

17. Entire Agreement

17.1 This Agreement contains the entire understanding between the Parties and supersedes all oral or written agreements, understandings or arrangements, subject matter of this Agreement.

d understanding between
or written agreements,
subject matter of this

17.2 Neither Party shall be entitled to vary or amend this Agreement, understanding or arrangement not expressly agreed in writing, save for any representation made fraudulently.

ement, understanding or
reement, save for any

17.3 Unless otherwise expressly stated in this Agreement, this Agreement may be varied or amended by the duly authorised representatives of the Parties.

in this Agreement, this
ed by the duly authorised

18. No Waiver

No failure or delay by the Service Provider in exercising any of its rights under this Agreement means that it has waived its right to claim compensation for a breach of any provision of this Agreement or a subsequent breach of the same or a further breach.

ny of its rights under this
er by the Service Provider
s that it will waive any

19. Non-Exclusivity

The relationship between the Parties is non-exclusive. Both Parties are free to enter into similar relationships with other parties.

is and shall remain non-
hips with other parties.

20. [Dispute Resolution (ADR and Arbitration)]

20.1 The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiation. The parties shall nominate and appoint in writing their authorised representatives who shall have the authority to settle such disputes.

ng out of or relating to this
inted representatives who

20.2 If negotiations under sub-Clause 20.1 fail, then, within 21 days of receipt of a written invitation to negotiate, the parties shall attempt to resolve the dispute in good faith through Alternative Dispute Resolution ("ADR") procedure.

the matter within 21 days
ies will attempt to resolve
native Dispute Resolution

20.3 If the ADR procedure under sub-Clause 20.2 fails, then, within 28 days of the initial invitation to negotiate, the parties shall attempt to resolve the dispute in good faith through Arbitration. If the parties do not resolve the matter within 28 days of the initial invitation to negotiate, or if either party will not participate in the ADR procedure, the dispute shall be referred to arbitration by the Arbitrator.

s not resolve the matter
or if either party will not
e referred to arbitration by

20.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and the Rules for Arbitration as agreed between the parties. In the event that the parties are unable to agree on the Rules for Arbitration, either party may, upon giving notice to the other party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an Arbitrator.

3 shall be England and
Arbitration Act 1996 and
es. In the event that the
the Rules for Arbitration,
other party, apply to the
the Chartered Institute of
r arbitrators and for any



decision on rules that may be
20.5 Nothing in this Clause 20 shall prevent either party or its affiliates from applying to a court for interim relief.

20.6 The parties hereby agree that arbitration shall be the final method of dispute resolution under this Agreement and shall be final and binding on both parties.

21. **Law and Jurisdiction**

21.1 This Agreement shall be governed by the law of England and Wales.

21.2 [Any dispute between the Parties arising out of or in connection with this Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.]

IN WITNESS WHEREOF this Agreement has been signed by the parties on the day and year first before written

SIGNED by

<<Name and Title of person signing for Client>>
for and on behalf of <<Client's Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Service Provider's Name>>
for and on behalf of <<Service Provider's Name>>

In the presence of
<<Name & Address of Witness>>



SC

Hardware
<<Insert Details of Hardware>>

S A M P L E

Software
<<Insert Details of Software>>

SC

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L
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Sites

<<Insert Details of Sites>>

SC

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