

**MONSTER IT LTD  
IT SUPPORT AGREEMENT**

**PARTIES:**

- (1) **MONSTER IT SERVICES LTD** a company registered in England and Wales with company registration number 8396508 and having its registered address at 175a Whiteway Road, St George, Bristol, BS5 7RR ("**Monster IT**"); and
- (2) \_\_\_\_\_ a company registered in England and Wales with company registration number \_\_\_\_\_ and having its registered address at \_\_\_\_\_ ("**Client**").

**SCHEDULE:**

Commencement Date	
Support Services	
Remote Support hours included	
On-Site Support hours included	
Site(s)	
Initial Period	
Infrastructure	<p>The computer systems located at the Site(s) and notified to Monster IT by the Client in writing or by email, up to a maximum of:</p> <ul style="list-style-type: none"> <li>- _____ servers running _____ (or such other operating system as may be agreed in writing between the parties from time to time), which may be Microsoft Windows Domain Controllers, Microsoft Windows File Servers, Microsoft Small Business Servers or Microsoft Terminal Servers</li> <li>- _____ and _____ end user machines running a Microsoft Windows or Apple Mac desktop operating system</li> <li>- _____</li> <li>- all equipment provided by Monster IT following the date of this Order, save as otherwise agreed between the parties.</li> </ul> <p>other than:</p>
Charges	A fixed monthly fee of £ _____ per Computer (as defined below).
Hourly/Daily Charges for additional hours (Remote)	
Hourly/Daily Charges for additional hours (On-Site)	
Payment Terms	<p>First payment of Charges payable by BACS on execution of this Support Schedule. Thereafter, the Charges are payable by Standing Order monthly in advance on the 15th day of each month.</p> <p>Hourly/Daily Charges and any Additional Charges are payable by BACS within 15 days of the date of each invoice therefor.</p>

**IT IS AGREED** as follows:

## **1 INTERPRETATION**

1.1 In these terms and conditions the following words shall have the following meanings:

**“Additional Charges”** means the additional sums which may be charged under this Agreement in accordance with Monster IT’ hourly/daily charges for work (whether Remote or on-Site) as specified in the Schedule;

**“Agreement”** means these terms and conditions and all Schedules as executed by both parties hereto or incorporated by reference;

**“Charges”** means the charges payable by the Client to Monster IT for the provision of the Support Services, as set out in the Schedule;

**“Commencement Date”** means the commencement date set out in the Schedule;

**“Documentation”** means all operating manuals, user manuals and user documentation and any other documentation provided to the Client by Monster IT or its suppliers which is associated with the use or provision of the Infrastructure and/or the Support Services;

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

**“Fix Time”** means the target maximum time between notification by Monster IT to the Client that it has received notice of a Fault or requirement for User Maintenance and resolution of such Fault;

**“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 Monster IT 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.

**“Infrastructure”** means the Client’s software and hardware infrastructure, as set out in the Schedule;

**“Maintenance Release”** means any corrected version of any software that forms part of the Infrastructure from time to time issued by the licensor of such software;

**“Priority 1 Fault”** means a failure of substantially all of the Infrastructure, OR emergency suspension of a user account i.e. an employee leaving the company with immediate effect where a security issue may arise should access to the Infrastructure be maintained;

**“Priority 2 Fault”** means Infrastructure performance degradation with significant business impact, OR normal suspension/change or addition of a User account;

**“Priority 3 Fault”** means a loss of some functionality of the Infrastructure with minimal business impact;

**“Priority 4 Fault”** means a request for advice/assistance with use of the Infrastructure; Infrastructure administration;

**“Response Time”** means the target maximum time between receipt by Monster IT of notification of a Fault (as defined in the relevant Schedule) or other requirement from the Client in accordance

with the reporting process set out in this Agreement, and the time that Monster IT leaves a verifiable message for the Client;

**“Schedule”** means the table at the front of this Agreement setting out the specific details of the Support Services to be provided by Monster IT to the Client;

**“Service Levels”** means the service levels specified in clause 4 of the Agreement;

**“Site”** means the location of the Client’s business operations and its Infrastructure as set out in the Schedule;

**“Support Services”** means the support and maintenance services to be provided by Monster IT to the Client in respect of the Infrastructure, as are more particularly set out in the Schedule;

**“User”** means any individual who actively uses or accesses the Infrastructure;

**“Working Hours”** means 8.30 am to 6.00 pm, Monday to Friday, excluding United Kingdom bank and public holidays.

1.2 The headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.

## **2 SUPPORT SERVICES**

2.1 Monster IT shall use reasonable endeavours to provide the following Support Services to the Client as set out in the Schedule and in accordance with the Service Levels:

2.1.1 advice regarding the use of the Infrastructure by telephone, email and/or remote access during the Working Hours;

2.1.2 on-Site advice and assistance in respect of the use of the Infrastructure during the Working Hours, where necessary in Monster IT’ sole opinion;

2.1.3 the identification, diagnosis and rectification of Faults:

(a) by telephone, email and/or remote access; or

(b) by an on-Site visit at a time determined by Monster IT where Monster IT, in its sole opinion, deems it necessary;

(c) by liaison with third party providers where Monster IT, in its sole opinion, deems it necessary;

2.1.4 monitoring of key components (such key components to be agreed between the parties or otherwise decided by Monster IT in its sole discretion) of the Infrastructure, during one on-Site visit per calendar quarter and as otherwise deemed necessary or desirable by Monster IT during the Working Hours;

2.1.5 advice in writing or by email regarding any changes to the Infrastructure that Monster IT recommends to maximise system efficiency and reduce system failures;

2.1.6 monitor all firewalls and routers that form part of the Infrastructure, as deemed necessary or desirable by Monster IT during the Working Hours;

2.1.7 changes to or suspension of User access to the Infrastructure; and

2.1.8 set up of printers;

but (for the avoidance of doubt) the provision of the Support Services as set out in this clause 2.1 shall be subject to fair and reasonable use by the Client and Monster IT shall be entitled to levy Additional Charges if in Monster IT' reasonable determination, the Client has exceeded or abused the provision of the Support Services set out herein.

2.2 The Support Services shall not include the diagnosis and rectification of any Faults resulting from:

- 2.2.1 the improper use, operation or neglect of the Infrastructure upon which it is run;
- 2.2.2 the repair, adjustment or modification of hardware for which the manufacturer warranty has expired or revoked;
- 2.2.3 the repair, adjustment or modification of the Infrastructure or its merger (in whole or in part) with any other equipment or software, other than as expressly permitted by Monster IT;
- 2.2.4 the failure by the Client to implement Maintenance Releases or recommendations in respect of or solutions to Faults previously advised by Monster IT;
- 2.2.5 any repair, adjustment, alteration or modification of the Infrastructure by any person other than Monster IT without Monster IT' prior consent;
- 2.2.6 the use of the Infrastructure for a purpose for which it was not designed;
- 2.2.7 rectification of lost or corrupted data arising for any reason other than Monster IT' own negligence;
- 2.2.8 loss or damage caused directly or indirectly by operator error or omission;
- 2.2.9 a fault in Client or third party software or applications or any upgrade or new release in respect thereof;
- 2.2.10 a fault in the equipment or in any other software operating in conjunction with or integrating with the Infrastructure;
- 2.2.11 any Fault that cannot be replicated by the Client for the purposes of demonstrating such issues or errors to Monster IT; and/or
- 2.2.12 any Fault in respect of any equipment, software or applications which are not specifically set out in the Schedule as being part of the Infrastructure.

2.3 For the avoidance of doubt, the Support Services shall not include:

- 2.3.1 rebuilding the Infrastructure and/or reinstallation of any of the software that forms part of such Infrastructure;
- 2.3.2 additions to the Infrastructure;
- 2.3.3 changes to the configuration of any part of the Infrastructure;
- 2.3.4 relocation of the Infrastructure;
- 2.3.5 any Internet / WAN connections including hardware such as routers or firewalls not supplied and installed by Monster IT, other than to liaise with third party service providers in accordance with clause 2.1.3 c);
- 2.3.6 provision of any equipment and/or hardware or replacement parts therefor unless otherwise expressly agreed in writing between the parties;

- 2.3.7 preventative maintenance of the Infrastructure other than as expressly set out above;
- 2.3.8 provision of consumables;
- 2.3.9 transfer of data or software; and
- 2.3.10 advice or guidance on any bespoke or industry specific software applications;

and any costs or charges in relation to the above shall be the full and sole responsibility of the Client.

**3** Without prejudice to Monster IT' other remedies, Monster IT may suspend all or part of the Support Services without prior notice if Monster IT 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 Monster IT to terminate this Agreement. In making the decision to suspend the Services, Monster IT is not obliged to consider the cost or damage to the Client that may be caused by suspension of the Support Services to the Client. Monster IT may also suspend all or part of the Services to carry out maintenance where, in the reasonable opinion of Monster IT, it is necessary or desirable to do so. **REPORTING PROCESS**

3.1 The Client shall report all Faults and requests for Support Services to Monster IT as soon as a Fault is detected or a requirement arises, and shall provide sufficient information and material to enable Monster IT to understand the requirement and/or to duplicate the Fault, including without limitation:

- 3.1.1 a clear and accurate description of the Fault;
- 3.1.2 the area of the Infrastructure to which the Fault relates;
- 3.1.3 the function which was being performed when the Fault occurred;
- 3.1.4 the error message or any other messages displayed, if any;
- 3.1.5 the sequence of events leading up to the occurrence of the Fault; and
- 3.1.6 any other information and materials relating to the Infrastructure or the Fault which Monster IT requires to perform its obligations hereunder.

3.2 The Client shall report all Faults to Monster IT as follows:

- 3.2.1 wherever possible, by email to: [helpme@monster-it.co.uk] or such other email address as may be notified by Monster IT to the Client from time to time;
- 3.2.2 in respect of Priority 1 and 2 Errors these shall also be reported by telephone to [INSERT NUMBER].

**4 SERVICE LEVELS**

4.1 Monster IT shall use its reasonable endeavours to respond to the Client in accordance with the following target Response and Fix Times:

Priority	Response Time	[Fix Time ]
1	1 Hour	[12 Hours ]
2	3 Hours	[18 Hours ]
3	4 Hours	[72 Hours ]

4

8 Hours

[N/A ]

- 4.2 Where additional information has been requested from the Client, the time taken for the Client to respond to such request shall be deducted from any calculation of Response or Fix Times. If Client has not responded the request for further information within 7 days the Fault or request for Support Services will be deemed to have been resolved.
- 4.3 Where an on-Site visit is required to resolve a Fault (as determined by Monster IT in its sole discretion) any time during which Monster IT is unable to attend the Client's premises through any fault of the Client or any Force Majeure shall be deducted from any calculation of Response or Fix Times.
- 4.4 If the assistance of a third party service provider is required (including but not limited to Internet or telephone service providers), the time taken for the third party provider to respond and/or provide a resolution to the Fault shall be deducted from any calculation of Response or Fix Times.

## **5 ADDITIONAL SUPPORT SERVICES**

- 5.1 Monster IT may agree upon receipt of a request by the Client to provide Support Services notwithstanding that the Fault results from any of the circumstances described in clause 2.2 or 2.3 of this Agreement or provide services to the Client in circumstances which are of the type and nature set out in clauses 2.2 or 2.3 of this Agreement, or are not covered by this Agreement.
- 5.2 Unless otherwise agreed between the parties in writing, Monster IT in such circumstances shall be entitled to levy Additional Charges.

## **6 CLIENT OBLIGATIONS**

- 6.1 At all times, throughout the term of the Schedule, the Client shall comply with all obligations set out herein, including but not limited to:
- 6.1.1 providing access to all personnel and timely decision-making reasonably required by Monster IT in order to provide the Support Services;
- 6.1.2 giving the personnel of Monster IT such access to the Client's premises as are reasonably required by Monster IT for the purpose of providing the Support Services;
- 6.1.3 procure that its employees and any sub-contractors co-operate with Monster IT' reasonable requests and treat Monster IT' personnel in a courteous manner;
- 6.1.4 procuring that its employees and any sub-contractors have received appropriate information and training about the use of the Infrastructure and the provision of the Support Services by Monster IT and permitting only authorised and qualified personnel to contact Monster IT to request provision of the Support Services;
- 6.1.5 notifying Monster IT if it becomes aware of any unauthorised use of all or part of the Support Services or Infrastructure;
- 6.1.6 performing all Client administered tasks and routines requested by Monster IT in accordance with the schedule and specification for such tasks and routines agreed with Monster IT;
- 6.1.7 maintaining a current archive copy of all data stored or transmitted through the Infrastructure and/or Support Services;
- 6.1.8 promptly notifying Monster IT if the Infrastructure or Support Services are not operating correctly and providing all information as reasonably required by Monster IT to enable Monster IT to comply with its obligations hereunder;

- 6.1.9 ensuring that there is a legitimate licence for every copy of a software programme in use and that such licences permit use by Monster IT as required to perform the Support Services and comply with such licence terms and conditions;
  - 6.1.10 safely storing all disks, manuals, hard copy licence agreements and/or documentation relating to such software;
  - 6.1.11 within a reasonable time, furnishing Monster IT with such information and documents as Monster IT may reasonably request for the proper performance of Monster IT' obligations hereunder, including without limitation all Documentation for the Infrastructure. The Client shall ensure that all such information or documents are complete and accurate;
  - 6.1.12 take all reasonable steps including any steps specified by Monster IT or the relevant manufacturer of the Infrastructure to ensure that, as far as reasonably practicable, the Infrastructure and all other equipment, facilities or offices will be properly maintained, safe and without risks to health at all times;
  - 6.1.13 ensure that all material or data stored on or transmitted via the Services and Infrastructure is checked for viruses and other harmful code;
  - 6.1.14 keep Monster IT informed of any changes to the Client's address, the Infrastructure and/or Client's personnel and any other information that may affect Monster IT' workload and/or the payment of charges due; and
  - 6.1.15 unless otherwise expressly agreed in writing with Monster IT, procure that all Infrastructure is covered by adequate insurance.
- 6.2 The Client shall not, and shall procure that its employees, sub-contractors or any third party shall not:
- 6.2.1 enhance, relocate or make any adjustments or any additions to the Infrastructure, other than as agreed with Monster IT. The Client shall maintain a written, dated and timed record of any routines, modifications, alterations or enhancements to the Infrastructure performed by the Client or any third party that have been agreed with Monster IT, including, but not limited to, software and hardware configuration changes, installations and removals;
  - 6.2.2 use the Support Services or Infrastructure in an unlawful manner or in contradiction of published legislation and regulations governing the Internet, or to transfer any illegal material (including but not limited to material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or in breach of copyright, privacy or other rights);
  - 6.2.3 divulge any passwords that allow the Client to have access to the Support Services and/or Infrastructure to a third party and shall use all reasonable endeavours to keep all passwords confidential and inaccessible to third parties;
  - 6.2.4 announce by any means any and all Internet addresses allocated to the Client as part of an autonomous system;
  - 6.2.5 remove, tamper with, or obliterate any words, instructions, or labels on the Infrastructure;
  - 6.2.6 use or permit the use of the Infrastructure and/or Support Services other than in accordance with the relevant Documentation.
- 6.3 Monster IT shall not be liable for any delay or failure that results from the delay or failure of the Client to comply with its obligations under this clause 6. The Client hereby indemnifies Monster IT in full and on demand in respect of any costs, claims, damages or liabilities arising from any

delay or failure by the Client to comply with its obligations under this Agreement and where any such failure results in Monster IT spending additional time and expense to fulfil the Support Services, Monster IT shall be entitled to charge the Client for such time at Monster IT's then current time and materials rates.

## **7 PAYMENT**

- 7.1 The Client shall pay the Charges set out in the Schedule and otherwise arising pursuant to the provisions herein in accordance with the payment terms set out herein. Monster IT reserves the right to increase the Charges on each anniversary of the Commencement Date, and at all other times on the provision of sixty (60) days written notice to the Client. For the avoidance of doubt, the Client's continued use of the Support Services following the expiry of such notice period shall be deemed to be the Client's acceptance of the variation to such Charges.
- 7.2 The Client shall pay any Charges in accordance with the Payment Terms set out in the Schedule or, where none are specified, within fifteen (15) days of invoice date.
- 7.3 Unless otherwise expressly set out to the contrary in the Schedule, the Client shall pay all expenses reasonably incurred by Monster IT that are attributable to the provision of the Support 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.
- 7.4 Monster IT 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. In such cases, all monies paid by the Client shall be held on account by Monster IT on behalf of the Client.
- 7.5 All Charges are exclusive of VAT and all other taxes which shall be payable by the Client. Where applicable the Charges are also exclusive of other fees and charges payable to any third party, including but not limited to third party hardware and software suppliers, internet service providers, domain name and company registries.
- 7.6 Monster IT reserves the right to charge the Client interest on any payment not made by the due date. Interest will be calculated on a daily basis, both before and after any judgement, at the rate of four (4%) per cent per annum above the base rate from time to time of the 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.
- 7.7 The acceptance of any monies by Monster IT shall not be construed as an acceptance of such monies as the correct and full amount due and owing to Monster IT or as a waiver by Monster IT of any claims it may have against the Client.

## **8 WARRANTIES AND LIABILITIES**

- 8.1 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Agreement 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.
- 8.2 In no event shall Monster IT (including its respective agents and sub-contractors) be liable for any loss or damage that is due to:
- 8.2.1 defects in systems, hardware or software owned by third parties or the Client, supplied to the Client by third parties or procured by Monster IT from third parties;
  - 8.2.2 any defect or default arising from or caused by any unapproved changes made to the Infrastructure or resulting from abnormal usage;



- 8.2.3 any unauthorised access to the Infrastructure and/or Support Services, unless the parties have agreed in writing that Monster IT is responsible for the security of such networks and/or systems;
  - 8.2.4 any failure of the Infrastructure and/or Support Services which results from interference (including inappropriate use, maintenance, development, modification, repairs or adaptation) by the Client or any third party not authorised by Monster IT which is not in accordance with standard use of the Infrastructure and/or Support Services or Monster IT' specific instructions; or
  - 8.2.5 any failure of the Infrastructure and/or Support Services that is due to any integration or interoperability issues arising with any third party or Client systems or legacy systems.
- 8.3 Subject to clause 8.4 and 8.5, the maximum aggregate liability of Monster IT (including its respective agents and sub-contractors) 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 this Agreement in the 12 months prior to the date on which the liability first arose.
- 8.4 In no event shall Monster IT (including its respective agents and sub-contractors) be liable for:
- 8.4.1 any loss of profits, anticipated savings, loss of data, business interruption, loss of use, loss of contracts, loss of management time, loss of goodwill and reputation (whether direct or indirect);
  - 8.4.2 any special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement, even if Monster IT 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.
- 8.5 For the avoidance of doubt, nothing in this Agreement shall be deemed to exclude, restrict or limit liability of either party (or their respective agents or sub-contractors) for death or personal injury resulting from their negligence or any liability for fraudulent misrepresentation.
- 8.6 Both parties accept that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances.

## **9 TERM AND TERMINATION**

- 9.1 This Agreement shall commence on the Commencement Date and shall remain in force for the Initial Period and thereafter, continue for further periods of one (1) year unless terminated by either party giving to the other not less than three (3) months prior written notice before the commencement of the following quarter of the calendar year.
- 9.2 In any event the Agreement may be terminated immediately on written notice:
- 9.2.1 by either party if the other party is in material breach of its contractual obligations and has not remedied such breach within thirty (30) days after receipt of a written notice of default from the other party; or
  - 9.2.2 by either party if the other party is declared bankrupt, is granted a suspension of payments or begins negotiations for a composition with its creditors or is otherwise insolvent.
- 9.3 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 Monster IT for Support

Services supplied (including for the avoidance of doubt any Charges incurred in respect of work in progress) prior to the date of termination.

- 9.4 On termination of this Agreement for any reason, this Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or impliedly have effect after termination.

## **10 CONFIDENTIALITY**

- 10.1 Neither party will during the term of this agreement or after it has ended (except as required by law) disclose to any person any confidential information or trade secrets relating to the other's business. Such matters include, without limitation, information or secrets relating to: corporate and marketing strategy, business development and plans, sales reports and research results, business methods and processes, technical information and know-how relating to the other's business and which is not in the public domain, including inventions, designs, programmes, techniques, data base systems, formulae and ideas; business contacts, lists of customers and suppliers and details of contracts with them; and any document marked "confidential".
- 10.2 During the term of this agreement and for a period of five (5) years after its termination, the parties will use all reasonable endeavours to prevent the publication or disclosure of any such information or secrets. These restrictions will not apply during or after this agreement has terminated to information which has become available to the public generally, otherwise than through unauthorised disclosure.

## **11 DATA PROTECTION**

- 11.1 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. The Client and Monster IT acknowledge and agree that the Client is the data controller and that Monster IT 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. Monster IT will only process personal data for the purposes of providing the Client with the Support Services. Monster IT 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.

## **12 NON-SOLICITATION**

- 12.1 During the period this Agreement is in effect and for a period of six (6) months thereafter, the Client agrees not to solicit or to offer employment to any employees of Monster IT, or any sub-contractors used by Monster IT to perform the Support Services, without the prior written consent of Monster IT.
- 12.2 In the event that the Client breaches clause 12.1, it shall be liable to pay, immediately on demand, and without prejudice to any other remedy that Monster IT may have, the equivalent of twelve (12) months gross salary of the employee so solicited and/or employed.

## **13 FORCE MAJEURE**

- 13.1 If Monster IT is prevented or delayed from or in performing any of its obligations under this Agreement by Force Majeure, then:
- 13.1.1 its obligations under this Agreement (or, where the Force Majeure only affects some of the Support Services, such obligations as relate to those Support 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;

13.1.2 the parties shall, without prejudice to the other provisions of this clause 13, consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure; and

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

13.2 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 Support Services are affected by Force Majeure) or in part (insofar as it relates to the Support Services affected by Force Majeure) by giving not less than ten (10) days' notice in writing to the other party.

## **14 GENERAL**

14.1 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.

14.2 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.

14.3 Monster IT 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.

14.4 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.

14.5 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.

14.6 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.

14.7 Nothing in this Agreement or any document referred to in it or any arrangement contemplated by it shall be construed as creating a partnership 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.

14.8 The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.9 The Client may not assign any of its rights under this Agreement without the prior written consent of Monster IT.

14.10 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.

14.11 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, which may arise in connection with this Agreement.

**EXECUTED AS AN AGREEMENT:**

For and on behalf of the **MONSTER IT LTD:**

For and on behalf of the **CLIENT:**

.....  
Signature

.....  
Signature

.....  
Printed Name

.....  
Printed Name

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Position

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Position

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Date

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Date