

## AIM Terms of Business December 2025

**AIM HOUSING LIMITED** incorporated and registered in England and Wales with company number 14439899 and whose registered office is at 1 Northgate Place, Warwick, England, CV34 4SW (the “**Supplier**” or “**AIM**”)

AND

### **Customer**

#### **Background**

- A. The AIM platform is available via web, which provides a centralised location to host, collaborate and share digital twin data, enhanced with APIs to the domestic EPC register, commercial EPC register, Google Streetview and Google Maps. The Customer has a choice of digital engines, integrated through AIM development, to include, but not limited to, NavVis IVION and AIM Visualise 360. The Customer can link their own IVION products with the AIM Platform, for an additional Charge.
- B. The AIM Capture APP is available to AIM Platform customers and their registered users via the Apple Appstore and Google Play.
- C. This Agreement underpins the relationship between the Supplier and the Customer so that the Customer and the Customer’s end users can avail themselves of the functionality provided by the Supplier. The range of services to be provided to the Customer under this Agreement include a software as a service subscription made available through a branded interface.
- D. This Agreement is not intended to govern the supply of the Customer’s services to any person (such services and their delivery shall be the responsibility of the Customer).

#### **Interpretation**

**Agreement:** means this agreement, including the Schedules.

**Agreement Date:** means the date of this Agreement.

**Applicable Laws:** means all applicable laws, statutes, regulations and codes from time to time in force.

**Charges:** means the charges, as set out in Schedule 1, payable by the Customer for the provision of the Software, ‘Platform’ and Services, and all other charges due under this Agreement (including any Statements of Work), unless specified otherwise.

**Customer Data:** The Customer owns all rights to their data. The Supplier may only use this data as needed to deliver the services agreed under this contract. Upon request, the Provider will delete or return all Customer Data when the contract ends, except where required by law.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including, without limitation, the UK General Data Protection Regulation (**UK GDPR**); the Data Protection Act 2018 (**DPA 2018**) (and regulations made under this Act); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) (**PECR**); and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner and which are applicable to a party.

**Good Industry Practice:** the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

**Initial Subscription Term:** the initial term of minimum commitment from the Customer which shall be twelve (12) months from Subscription Date.

**Known Vulnerability:** any Vulnerability that has either:

- a. been assigned a Common Vulnerabilities and Exposures (**CVE**) number;
- b. been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (**NIST**) from time to time; or
- c. been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

**Latent Vulnerability:** any instances of typical classes of Vulnerability, including without limitation buffer overflows, cross-site scripting (**XSS**) and Structure Query Language (**SQL**) injection.

**Output:** An export of data (including but not limited to .csv data) of data which is owned by the Customer.

**Renewal Period:** After the Initial Subscription Term this Agreement shall be automatically renewed for successive periods of 12 months (each a “**Renewal Period**”). Unless otherwise agreed in writing by and between the Parties, the Charges in Schedule 1 will be applicable for each Renewal Period

**Platform:**

**Subscription Date:** the date upon which the Services are first provided as set out in Schedule 1.

**Subscription Term:** the Initial Subscription Term together with any subsequent extension to it and/or Renewal Periods).

## **Agreed terms**

### **1. Licences and Subscriptions**

In consideration of payment of the Charges (as set out in Schedule 1) by the Customer, and of the Customer's compliance with the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right for Authorised Users to access and use the Services availed of by the Customer subject to the terms of this Agreement.

### **2. Third party providers**

The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any third-party website, or any transactions completed, or any contract entered into by the Customer or any of its Authorised Users, with any such third party. Any contract entered into in this way is between the relevant third party and the Authorised User in question (and in no way joins or includes the Supplier as party).

The Supplier warrants that it has obtained, and will obtain all necessary permissions, licences, consents or otherwise required for any third-party software, components, products or services that have been, or will be used in the development or creation of, the Services. The Supplier shall on reasonable request by the Customer provide evidence of such permissions, licences, consents or otherwise.

The Customer shall ensure that it refers its Authorised Users to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.

For the avoidance of doubt, the Supplier does not endorse or approve any third-party website nor the content or links on any of third-party website made available via the Services (and this includes the services of any sub-processor engaged by the Supplier in connection with the Services or with personal data).

### **3. Supplier's obligations**

The Supplier shall provide the AIM Software and the Services to the Customer for their use by Authorised Users in accordance with the terms of this Agreement and shall use personnel with appropriate skills, qualifications and experience in accordance with good industry practice.

Subject to payment by the Customer of the Charges for the applicable period, the Supplier will, as part of the Services to the Customer, provide the Customer with the Support Services. The Supplier may amend or outsource the Support Services in its sole and absolute discretion from time to time provided that it gives reasonable written notice to the Customer before doing so and any such amendment to the Support Services does not materially impact the existing level of support that is being provided to the Customer. The Supplier's obligation to provide the Support Services shall cease automatically if the Customer's subscription for the Services terminates for any reason or if payments for the various Charges are unreasonably withheld.

The Supplier shall:

- a. provide the Services with all reasonable skill and care and in accordance with good industry practice;
- b. comply with the terms of this Agreement, and all applicable laws and regulations;
- c. carry out all other the Supplier responsibilities set out in this Agreement in a timely and efficient manner;
- d. ensure that its network, systems and hardware are appropriate to perform its obligations under this Agreement.
- e. provide the Services in accordance with the security measures detailed in Schedule 5 (AIM Platform Security).

The Supplier:

- a. does not warrant or represent that:
  - i. the Customer's use of the Services will be uninterrupted or error-free; or
  - ii. that the Services, Documentation and/or the information obtained by the Customer will meet the Customer's requirements; or
  - iii. the Services and any media through which the Services are delivered are free from Known Vulnerabilities or Latent Vulnerabilities, viruses and other malicious code.
- b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and utilities including the internet, and the Customer acknowledges that the Services and accessing the AIM Platform may be subject to limitations, delays and other problems, save that the Supplier agrees that it shall use all reasonable endeavours along with its experience and skills to provide a good quality of performance when delivering the Services and in addition shall implement good quality technical and organisational measures to help ensure that the Software and the Services are as free from viruses, vulnerabilities and other harms as would be reasonably expected.

This Agreement shall not prevent the Supplier from entering into similar agreements with any third party for the use of the Services, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

### **4. The Customer's Obligations**

The Customer shall use reasonable endeavours to:

- a. provide the Supplier with all necessary co-operation and access to information as may be reasonably required by the Supplier in order to provide the Services;
- b. comply with all applicable laws and regulations with respect to its activities under this Agreement;
- c. keep any information provided to the Supplier in connection with this Agreement up to date and accurate;
- d. carry out all other the Customer responsibilities set out in this Agreement in a timely and efficient manner (in the event of any delays in the Customer's provision of such assistance as agreed by the Parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary);
- e. ensure that Authorised Users access the AIM Platform and use the Software in accordance with the fair usage policy, as set out in Schedule 4.
- f. obtain and shall maintain all licences, consents, and permissions necessary for the Customer to comply with its obligations under this Agreement (including the right for the Supplier to use the Customer Data as envisaged under this Agreement);
- g. ensure that its network, systems and hardware (and use reasonable endeavours to ensure that those of its Authorised Users) comply with the relevant specifications provided by the Supplier to the Customer in writing from time to time; and
- h. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems (and from Authorised Users) to the Supplier's data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to outages or weak connections or telecommunications links or caused by the internet or some other source.

The Customer agrees to use the Supplier's web portal, AIM Platform, for storing and managing property data in accordance with the fair usage policy set out in Schedule 4.

Supplier may update the fair usage policy in accordance with Applicable Laws and shall provide Customer with at least 30 days' written notice of any proposed changes to the fair usage policy.

In providing the Services, the Supplier shall be entitled to rely on any information and materials provided to it by or on behalf of the Customer. The Supplier accepts no responsibility for verifying the accuracy and completeness of any such information or materials.

## 5. Proprietary rights

The Customer acknowledges and agrees that to the extent permissible at law the Supplier and/or its licensors own all Intellectual Property Rights in the Services or the Software. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any Intellectual Property Rights, or any other rights or licences in respect of the Services or the Software. The Supplier acknowledges and agrees that the Customer and its licensors own all Intellectual Property Rights in the Customer's software and Customer Data.

The Supplier hereby assigns to the Customer, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in any output generated by the Customer arising out of the Customer's use of the Services and/or the Software (including the AIM Platform) ("**Output**").

The Customer grants the Supplier a non-exclusive, worldwide, royalty-free licence to use the Output for the sole purpose of providing the Services. The Customer

The Supplier confirms that it has sufficient rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Where a party consents to a public announcement, that party shall take all reasonable steps to grant the other party a non-exclusive, revocable licence to use and reproduce its logo(s) and any other materials to which the other party may reasonably require in connection with the public announcement.

The Customer:

- hereby grants a revocable, perpetual, non-exclusive, transferable, royalty-free licence to the Supplier to use Customer Data that is reasonably required to the supply or performance of the Services; and
- may from time to time (where agreed in writing with Supplier) grant a revocable, perpetual, non-exclusive, transferable, royalty-free licence to the Supplier to use certain Output for the sole purpose of the Supplier improving its own products and services.

The Supplier may use anonymised, aggregated data and learnings derived from the Customer's use of the AIM Platform for the purpose of improving its products and services, provided that such use does not identify the Customer or disclose Customer Data."

## **6. Customer Data and Ownership**

The Parties acknowledge and agree that all data uploaded to, processed within, or otherwise generated by the Customer's use of the AIM Platform (the "Customer Data") shall remain the sole and exclusive property of the Customer.

The Supplier shall not acquire any rights, title or interest in or to the Customer Data, other than the limited rights granted to the Supplier under this Agreement for the purpose of providing the Services.

Upon written request from the Customer at any time during the Subscription Term or within thirty (30) days following termination of this Agreement, the Supplier shall, at the Customer's option:

- (a) **Delete** all Customer Data from the AIM Platform and its systems (save where retention is required by Applicable Laws);
- (b) **Return** all Customer Data to the Customer in a commonly used electronic format; or
- (c) **Store** the Customer Data for the Customer on such terms as may be agreed in writing (including any applicable Charges).

Where the Customer requests deletion or return of Customer Data during the Subscription Term, the Supplier shall not be liable for any reduction or interruption in the Services arising from such request.

## **7. Confidentiality**

Each Party undertakes that it shall not at any time during this agreement, and for a period of [two] years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers

of the other party or of any member of the group of companies to which the other Party belongs, except as permitted by this clause 6.

Each Party may disclose the other party's confidential information:

- a. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 6; and
- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No Party may use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## **8. Limitation of liability and Indemnity**

This Clause sets out the entire financial liability of the Parties:

- a. arising under or in connection with this Agreement;
- b. in respect of any use made by the Customer of the Services or any part of them; and
- c. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

Except as expressly and specifically provided in this Agreement:

- a. the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer or by Authorised Users, and for conclusions drawn from such use;
- b. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- c. the Software Services are provided to the Customer on an "as is" basis.

Nothing in this Agreement (including any Statement of Work) shall limit or exclude the liability of either Party for:

- a. death or personal injury resulting from its negligence;
- b. fraud or fraudulent misrepresentation;
- c. the indemnities contained in this Clause 8 of this Agreement;
- d. the deliberate default or wilful misconduct of that Party; or
- e. any other liability, to the extent that the same may not be excluded or limited as a matter of Law.
- f. neither Party shall be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation or non-contractual claims, or otherwise, for loss of profits, business or contracts, or for any special, indirect or consequential damage or loss however arising in connection with this Agreement; and
- a. each Party's total aggregate liability to the other arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or

restitution, or for breach of statutory duty or misrepresentation or non-contractual claims, or otherwise, shall be limited to 200% of the total Subscription Fees paid or payable by the Customer for User Subscriptions under this Agreement.

Nothing in this Agreement (including any Statement of Work) shall limit or exclude the Supplier's liability for breach of:

- a. clause 6 (Confidentiality);
- b. the Data Protection Legislation.

The Parties acknowledge and agree that the allocation of risk contained in this Clause is reflected in the Charges agreed for access to the Software and the Services.

The Customer shall defend, indemnify and hold harmless the Supplier, its officers, directors and employees 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 Customer's misuse of the Services, Software, AIM Platform or Documentation provided that:

- a. the Customer is given prompt notice of any such claim;
- b. the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- c. the Customer is given primary authority to defend or settle the claim.

The Supplier shall defend and hold harmless the Customer, its officers, directors and employees against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of any provision of Services, Software, Documentation which infringes any United Kingdom Intellectual Property Rights up to any applicable insured maximum limit (which may change and increase from time to time) in accordance with any relevant insurance policy taken out by the Supplier in respect of such third party claims, which maximum limit is set at £1,000,000 per claim), provided that:

- a. the Supplier is given prompt notice of any such claim;
- b. the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- c. the Supplier is given authority to defend or settle the claim.

In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- a. a modification of the Software by anyone other than the Supplier; or
- b. any misuse of passwords, inappropriate IT security practices, or the misuse of any account information, whether by an Authorised User, the Customer or a third party; or
- c. the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier; or
- d. the Customer's use of the Services or Documentation after a decision or ruling by a body.

## **9. Data Protection Arrangements**

The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. However, the parties anticipate that the Customer shall act as a controller and the Supplier shall act as a processor and in any such case:

- a. The Supplier shall be a controller where it is collecting and using personal data in relation to the management of its Customer accounts; and
- b. The Supplier shall be a processor where it is processing personal data in connection with performing its obligations under this Agreement.

The Supplier shall comply with, (and shall procure that any of its affiliates comply with), the provisions of the Data Protection Legislation in relation to all Customer personal data that is processed by it in connection with this Agreement.

The Supplier shall, on reasonable written notice to the Customer be permitted to appoint sub-contractors, and to disclose personal data to them for processing in accordance with the Agreement, provided always that the sub-contractor's right to process the personal data terminates automatically on expiry or termination (for whatever reason) of this Agreement for which the sub-contractor was engaged.

#### 10. Data Protection Obligations

To the extent that the Supplier is acting as a processor for and on behalf of the Customer, it shall:

- a. only process the Customer personal data on the Customer's documented instructions except insofar as required to do so by Data Protection Legislation.
- b. Inform the Customer on becoming aware of:
  - any legal requirement that requires the Supplier to process Customer personal Data otherwise than on the Customer's documented instructions, unless Applicable Laws prohibit such information on important grounds of public interest; or
  - any instruction from the Customer in relation to the processing of personal data which, in the Supplier's reasonable opinion, infringes Data Protection Legislation;
- c. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk to the rights and freedoms of natural persons, and in particular the risks from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or, or access to personal data, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- d. ensure that its employees, and any other persons with access to Customer personal data are made aware of their data protection and security obligations and are subject to binding obligations of confidentiality;
- e. not engage another person to process any Customer personal data (a "**sub-processor**") without the Customer's prior specific or general written authorisation, and in the case of a general written authorisation, inform the Customer of any intended changes concerning the addition or replacement of any sub-processor and allow the Customer reasonable opportunity to object to such change;
- f. ensure that any sub-processor is engaged on terms equivalent to those which the Supplier itself is subject under this clause 9 (and any other confidentiality or similar obligations contained in this Agreement), and provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Legislation;
- g. where a sub-processor fails to fulfil its data protection or confidentiality obligations, remain fully liable to the Customer for the performance of (or failure to perform) those obligations;

- h. if a data subject makes a request relating to the exercise of his or her legal rights in relation to personal data, at the Customer's reasonable cost, provide the Customer with any information and assistance reasonably required by the Customer in order to respond to the request;
- i. if it becomes aware of a personal data breach relation to any Customer personal data, notify the Customer immediately upon becoming aware of the breach and thereafter provide details of the nature of the personal data breach, and provide the Customer with such information and assistance as it requires in relation to the personal data breach;
- j. taking into account the nature of the processing and the information available to the Supplier, at the Customer's cost, provide the Customer with such information and assistance as the Customer reasonably requires in order to carry out any privacy impact assessments, consult with a supervisory authority prior to processing, or meet any obligations under Data Protection legislation which derive from such activities;
- k. upon the termination of this Agreement for any reason, after completing any processing of personal data on the Customer's behalf, or on the Customer's written request, delete or return all such personal data (and any copies of the same) unless the Supplier is required to store such copies to comply with a requirement imposed by Applicable Laws, and where the Supplier is required to delete personal data, to the extent that it is not practical to do so immediately, the Supplier will do so as soon as possible, and in the meantime shall ensure appropriate safeguards are put in place and the data is not retained for a longer period than is appropriate;
- l. not transfer any of the Customer's personal data to a third country or international organisation without having the Customer's prior written consent to that transfer and either (i) the UK Government having decided that country or organisation ensures adequate protection under article 45; (ii) having other appropriate safeguards in place as set out in article 46; (iii) one or more of the derogations in article 49 applies; or the transfer is made in compliance with standard contractual clauses; and
- m. subject to the Customer providing appropriate confidentiality undertakings, make available to the Customer all assistance and information necessary to demonstrate compliance with article 28, save that this shall not require the Supplier to disclose or permit access to any of its (or any third party's) confidential or commercially sensitive information,

and the Customer shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Customer personal data to the Supplier and/or lawful collection of the Customer personal data by the Supplier on behalf of the Customer for the duration and purposes of this Agreement.

Where the Customer makes any such request to delete or return personal data prior to the termination of this Agreement, and it serves to hinder or prevent the Supplier's obligations thereunder, this Agreement shall continue despite such reduced performance, and the Charges which have been paid, or which will become payable shall not be affected thereby.

## **11. Term and termination**

This Agreement shall commence on the Commencement Date and shall continue for the Initial Subscription Term. After the Initial Subscription Term this Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "**Renewal Period**") unless terminated in accordance with this Agreement.

Without prejudicing any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:

- n. the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 10 business days after being notified in writing to make such payment;
- o. the other Party commits a material breach of any other term of the Agreement which breach is irremediable or (if remediable) fails to remedy it within a period of 10 business days after being notified in writing to do so;
- p. the other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms under the Agreement; or
- q. the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.

Without prejudicing any other right or remedy available to it, the Customer may terminate the Agreement with immediate effect by giving written notice to the Supplier if:

- a. the performance of the Services is delayed, hindered or prevented by circumstances beyond the Supplier's reasonable control;
- b. the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- c. the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- d. the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- e. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- f. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);
- g. the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- h. a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier; or
- i. a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and that attachment or process is not discharged within 14 days.

Upon termination of this Agreement, the Supplier shall provide the Customer with reasonable assistance to facilitate the offboarding of data. This assistance shall include, but is not limited to, the transfer of all Customer Data held by the Supplier to the Customer or a third party nominated by the Customer. The Supplier shall ensure that this transfer is completed prior to the agreed termination date. The Supplier shall also provide

any necessary support to ensure the continuity of the Customer's operations during the transition period.

## **12. Force majeure**

Neither Party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control.

If the period of delay or non-performance continues for 30 days, the Party not affected may terminate this Agreement by giving not less than 30 days' written notice to the affected Party.

## **13. Insurance**

the Customer shall maintain in force for the term of this Agreement with a reputable insurer a level of insurance cover which is relative to and suitable for the different types of insurable risks under this Agreement (for example professional indemnity, business interruption and cyber/data-loss) bearing in mind the values referenced in this Agreement.

the Supplier shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Agreement:

- a. a public liability insurance policy with a limit of at least £5 million per claim;
- b. a professional indemnity insurance policy with a limit of at least £1 million per claim;
- c. employer's liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year;
- d. product liability insurance with a limit of at least £2 million for claims arising from a single event or series of related events in a single calendar year; and
- e. a cyber insurance policy with a limit of at least £2 million for claims arising from a single event or series of related events in a single calendar year.
- f. Insurance evidence of cover is available upon request.
- g. Insurance limits cap liability

## **14. Anti-Bribery Law**

Both Parties shall comply with all Applicable Bribery Law. Neither Party shall place the other in breach of the Applicable Bribery Law.

Both Parties shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Applicable Bribery Law, and will enforce them where appropriate. Where requested, both Parties shall promptly answer reasonable enquiries relating to those policies and procedures.

## **15. Conflict**

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedule(s), the provisions in the main body of this Agreement shall prevail.

## **16. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their fully authorised representatives).

## **17. Waiver**

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

**18. Rights and remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**19. Severance**

If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any provision or part-provision of this Agreement is deemed deleted under this clause 16, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**20. Entire agreement**

This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

**21. Assignment**

Neither Party shall, without the prior written consent of the other Party (not to be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

**22. No Agency or Partnership**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other Party.

**23. Third party rights**

This Agreement is not intended to and does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns), and no such third party (including Authorised Users) shall have any rights to enforce any provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

**24. Notices**

Any notice required to be given under this Agreement shall be in writing and shall be:

- (a) delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office (if a company) or its principal place of business (in

any other case), or such other address as may have been notified by that party in writing to the other Party for such purposes; or

(b) sent by email to the following address (or an address substituted in writing by the Party to be served):

a. Supplier: [owen@aimhousing.co.uk]

A notice delivered by email shall be deemed to have been received at the time of transmission, or if this time falls outside of business hours in the place of receipt, when business hours resume. A notice by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the second business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

## **25. Governing law**


This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **26. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

**Signed by [Owen Jenkins] for and on behalf  
of AIM HOUSING LIMITED**



.....

## **Schedule 1**

### **Charges**

Annual License Fee:

The Customer agrees to pay the Supplier an annual, non-refundable license fee as agreed at time of engagement for access to the AIM Platform, payable in full and in advance at the beginning of each annual term.

Subscription Date:

The Customer agrees to subscribe to the Annual Licence fee from the date agreed at time of engagement.

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Payment Terms:

The Annual License Fee shall be due and payable in full within 30 days from the Subscription Date of this Agreement and on each anniversary of the Subscription Date for subsequent renewal periods. Payment shall be made via bank transfer.

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#### Renewal and Termination:

This Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 90 days before the end of the current term. The Annual License Fee for each renewal term shall be due on or before the renewal date.

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#### Usage Metrics and Increases

1. For the purposes of determining any usage-based increases to the Charges, the following metrics shall apply:
  - (a) **Storage** – total gigabytes (GB) of data hosted on the AIM Platform;
  - (b) **Users** – total number of unique user accounts with active access in any month;
  - (c) **Sites** – total number of distinct properties, assets or projects hosted on the AIM Platform;
  - (d) **Panoramic Images** – total number of 360° pano images processed and hosted on the AIM Platform.
  - (e) **Fixed Cost domestic dwellings** – processing through AIM and hosting for a 12-month duration from date of upload.
  - (f) **Processing & Hosting** 360 data captured via the AIM Capture APP or via 360 upload to the AIM Platform.
2. Where Customer usage exceeds the thresholds set out in this Schedule, the Supplier shall be entitled to increase the Charges accordingly, provided that:
  - (a) such increase is proportionate to the additional usage; and
  - (b) the Supplier provides the Customer with not less than **thirty (30) days' written notice** of any such increase, together with reasonable details of the Customer's usage.
3. The Supplier may also increase the Charges annually in line with the greater of the **UK Consumer Price Index (CPI)** or **Retail Price Index (RPI)**, provided that not less than **thirty (30) days' written notice** is given to the Customer.

#### Optional Add-On Services:

The Customer may request additional services beyond the standard subscription, including but not limited to:

- API Access & Integrations – Custom integrations or third-party connectivity
  - IVION integration set up (per instance)
- Premium Support & Implementation – Priority technical support beyond the standard SLA.
  - Sub-client (tenancy) accounts
- Additional Users/Data Storage – Expansion of user licenses or increased data capacity.
  - AIM Hosting

In addition to the Annual License Fee for access to the SaaS Platform, the Customer may engage the Supplier for professional services, including but not limited to implementation, configuration, custom development, training, integration, or consulting (collectively, "Professional Services").

Professional Services shall be provided on a Time & Materials (T&M) basis, billed at the following rates:

- Standard Consultant Rate: £750 per day (8 hours)
- Senior Consultant Rate: £1,200 per day
- Development Services Rate: £1,000 per day

The Supplier may increase the Annual License Fee on each anniversary of the Effective Date in line with usage, and the UK Consumer Price Index (CPI) or Retail Price Index (RPI) per annum, whichever is higher. Any increase shall be based on the percentage change over the preceding 12 months and shall take effect at the start of the next billing period, with a minimum of 30 days' prior written notice to the Customer. If the applicable index is discontinued, a comparable alternative index may be used.

All amounts and fees stated or referred to in this Agreement:

- shall be payable in pounds sterling;
- are non-cancellable and non-refundable;
- are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

## **Schedule 2**

### **Support Services**

#### **1. Interpretation**

This Schedule 2 shall set out the Support Services to be provided by the Supplier under this Agreement.

The definitions used in the Agreement shall apply to any utilised terms that are used but not defined in this Schedule. The following additional definitions and rules of interpretation shall apply in this Schedule.

Definitions:

**Commercially Reasonable Efforts:** the same degree of priority and diligence with which the Supplier meets the support needs of its other similar Customers.

**Contact List:** a current list of Supplier contacts and telephone numbers to enable Customer to escalate its Support Requests, including:

- a. the first person to contact; and
- b. the persons in successively more qualified or experienced positions to provide the support sought.

**Fault:** any failure of the Software to operate in all material respects in accordance with the Documentation, including any failure or error referred to in the Service Level Table.

**Service Desk Support:** any support provided by help desk technicians or an automated support and response service.

**Higher-level Support:** any higher-level support provided by an individual on the Contact List.

**Out of Scope Services:** either of the following services:

- a. any services provided by the Supplier in connection with any apparent problem regarding the Software reasonably determined by the Supplier not to have been caused by a Fault, but rather by a Customer Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination); or
- b. any Higher-level Support provided in the circumstances specified in paragraph 2.3.

**Service Levels:** the service level responses and response times referred to in the Service Level Table.

**Service Level Table:** the table set out in paragraph 5.1.

**Solution:** either of the following outcomes:

- a. correction of a Fault; or
- b. a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by the Supplier) that is reasonably acceptable to Customer.

**Support Hours:** the service desk will be operational 9am – 5pm UK Monday to Friday excluding public holidays.

**Support Request:** request made by Customer in accordance with this Schedule for support in relation to the Software, including correction of a Fault.

**Support Services:** maintenance of the then-current version or release of the Software, including Service Desk Support and Higher-level Support, but excluding any Out of Scope Services.

## 2. Support Services

- 2.1. During the Subscription Term, the Supplier shall perform the Support Services during the Support Hours, in accordance with the Service Levels.
- 2.2. As part of the Support Services, the Supplier shall:
  - a. commit appropriate resources to the provision of Higher-Level Support;
  - b. where Service Desk Support is not provided within the relevant Service Level response time and Customer escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support;
  - c. use Commercially Reasonable Efforts to correct all Faults notified under paragraph 4.3(a); and
  - d. provide technical support for the Software in accordance with the Service Levels.

## 3. Ongoing Support Services include:

#	Ongoing Service	Standard
1	1st Line Support channel	Yes
2	Standard Support SLAs	Yes
3	Onboarding (pre go-live)	Yes
4	Governance support (example: annual security review)	No

5	Allocation of expert resource for accelerated roadmap delivery	No
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- 3.1. The Supplier may reasonably determine that any services are Out of Scope Services. If the Supplier makes any such determination, it shall promptly notify the Customer of that determination.
- 3.2. The Customer acknowledges that the Supplier is not obliged to provide Out of Scope Services.

#### 4. Fees

- 4.1. The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail) within the Subscription Term shall be included in the Charges.
- 4.2. The provision of Support Services outside the Subscription Term or at the Customer Site or the provision of Out of Scope Services shall be charged for at the applicable time and materials rates set out in Schedule 1.

#### 5. Submitting Support Requests and access

- 5.1. The Customer may request Support Services by way of a Support Request.
- 5.2. Each Support Request shall include a description of the problem and the start time of the incident.
- 5.3. The Customer shall provide the Supplier with:
  - a. prompt notice of any Faults; and
  - b. such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to the Supplier in writing) remote access to the Customer's IT systems, as are reasonably necessary to assist the Supplier to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.
- 5.4. All Support Services shall be provided from the Supplier's office.

#### 6. Service Levels

- 6.1. SLAs detailed are a threshold and not a target. The Supplier aims to resolve any issues in advance of the below listed SLA. If any issue is resolved within the last 10% of the agreed SLA response time, this will automatically trigger the Supplier's incident review process.

Severity level	Definition	Response time	Resolution time
1	<b>Business Critical Failures:</b> An error in, or failure of, the Software that: a) materially impacts the operations of the Customer's business or marketability of its service or product; b) prevents necessary work from being done; or	Acknowledgment of receipt of a Support Request within 60 minutes.	The Supplier shall: restore the Software to a state that allows the Customer to continue to use all functions of the Software in all material respects within 6 hours after the response time has elapsed; and exercise Commercially Reasonable Efforts until full restoration of function is provided.

	c) disables major functions of the Software from being performed.		The Supplier shall work on the problem continuously and implement a Solution within 5 business days of receipt of the Support Request. If the Supplier delivers a Solution by way of a workaround reasonably acceptable to the Customer, the severity level assessment shall reduce to a severity level 2 or lower.
2	<b>System Defect with Workaround:</b> a) a critical error in the Software for which a work-around exists; or b) a non-critical error in the Software that affects the operations of the Customer's business or marketability of its service or product.	Acknowledgment of receipt of a Support Request within 120 minutes.	The Supplier shall, within 5 Business Days after the response time has elapsed, provide: a) an emergency software fix or workaround, or; b) temporary release or update release, which allows the Customer to continue to use all functions of the Software in all material respects. The Supplier shall provide a permanent Fault correction as soon as practicable and no later than 20 Business Days after the Supplier's receipt of the Support Request.
3	<b>Minor Error:</b> An isolated or minor error in the Software that: a) does not significantly affect Software functionality; b) may disable only certain non-essential functions; or c) does not materially impact the Customer's business performance.	Acknowledgment of receipt of the Support Request within 180 minutes.	The Supplier shall, within 20 Business Days after the response time has elapsed, provide: a) an emergency software fix or workaround, or; and b) temporary release or update release, which allows the Customer to continue to use all functions of the Software in all material respects. The Supplier shall provide a permanent Fault correction as soon as practicable and no later than 90 Business Days after the Supplier's receipt of the Support Request.
Service Request	Request for non urgent issues e.g. account management requests, usage reports, password/login  *This does not include new feature requests.	Acknowledgment of receipt of the request within 24 hours.	The Supplier shall with best endeavours respond within 12 Business Days after the response time has elapsed

6.2. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

6.3. The Supplier shall give the Customer regular updates of the nature and status of its efforts to correct any Fault.

## 7. Other remedies

If a Solution is not provided within the relevant Service Level response time, the Customer may escalate the Support Request to the parties' respective relationship managers as identified in the Agreement.

### Schedule 3

#### Supplier Software Services

##### AIM Platform

The AIM platform provides property asset information management, providing a cost effective and efficient way of accessing, updating, and analysing property data in real-time. .... (the "**Platform**").

The services described are provided are subject to change as the software evolves.

1. Property Dashboard – Portfolio data in one single view
2. Repository for asset information
3. Automated EPC Assignment
4. Digital Model – Inspect Property Remotely
5. Visualise 360
6. AIM Capture APP
7. Click and Measure
8. Digital Tagging – Annotate
9. Drone Aerial View

##### Set Up Deliverables

Supplier provides the Customer an implementation service to support initial implementation as detailed in Table A below:

Table A:

Service	Service Description
<b>Platform Access</b>	Supplier grants Customer access to AIM Platform
<b>Technical Support</b>	AIM shall provide technical support Customer
<b>Project Management</b>	AIM shall assign a Project Manager to work with the Customer's project team to ensure project milestones are defined and agreed. Any dependencies shall be communicated and managed between Supplier's Project Manager and the Customer.
	Whilst required, weekly meetings shall be held with the Supplier's Project Manager and the Customer in order to track progress.

If applicable additional development of services may form part of the setup, these are detailed in Table B:

Table B:

Deliverable	Description	Target Date
[...]	[Description]	

**Out of Scope:**

- a. Integration with third party solutions
- b. Bespoke or new enhancements requested by the Customer outside of this agreement
- c. Any additional surveying services, such as aerial surveys, mobile laser scanning, drawing production and thermography.

**Ongoing Support Services**

AIM continue to support the Customer with an ongoing support service as detailed in Schedule 2.

**Version Updates**

The Supplier continuously releases new features/functionality with the approach that these are non-breaking changes. In the event there is a breaking change by the Supplier endeavours to provide notice at the earliest possible opportunity, such as the refinement of the ticket.

In the event there is a third party change the Supplier is required to respond to, AIM will provide 48 hours' notice via email.

Version updates are recorded within the change log that is detailed within the Docs, these are updated continuously.

**Schedule 4**

**Fair Usage Policy**

Unacceptable Usage - Unfair or excessive usage includes:

Excessive Data Storage – maximum data storage allowance per domestic property address is 2GB based on an average property size of 100m2.

Maximum data storage allowance per non-domestic property address 2GB per 100m2.

In the event client exceeds these allowances a notification will be raised to i) reduce usage or ii) pay for additional storage at the current cost of £.10p per GB, per annum.

- Automated Data Extraction – Using bots or scripts to scrape or mine data without written authorisation.
- Unauthorised Data Resale – Selling, sublicensing, or distributing property data without permission.
- Inaccurate or Misleading Data Uploads – Uploading incorrect or non-compliant data.
- System Overload – Excessive queries, uploads, or API calls that impact service performance.
- Enforcement & Remedies - The Supplier may, at its discretion:
  - Issue a warning and request compliance.
  - Apply additional fees for excessive use.
  - Restrict, suspend, or terminate access for serious or repeated breaches.

## **Schedule 5**

### **AIM Platform Security**

#### **Data Storage and Protection**

**At Rest:** All Customer Data is logically segmented into a single database stored in a virtualised server hosted within a UK-based or EU-based region/data centre. This environment maintains compliance with the following certifications: **SOC 1 Type II, SOC 2 Type II, ISO 14001, ISO/IEC 27001:2013, ISO 50001, PCI-DSS.**

- The database is solely accessible via the AIM Platform application and authorised developers for maintenance.
- Data is archived on an **annual schedule** into a separate database to ensure integrity and optimise performance.

#### **Data in Transit**

- All data is encrypted during transit using **Secure Sockets Layer (SSL)** and **Transport Layer Security (TLS)** over HTTPS connections.

#### **File Storage**

- All user-uploaded files are stored in **Amazon S3 object-based storage** within the **London region**.
- Files are stored independently of the AIM Platform infrastructure, preventing malware, viruses, or exploits from being directly introduced into the AIM Platform web environment.

#### **Firewalls and Threat Protection**

- The AIM Platform hosting environment is protected by an **industry-standard Linux-based software firewall** configured to allow only essential ports (HTTP 80 and HTTPS 443).

- The firewall provides automated **threat detection** with temporary and permanent blocking of suspicious actors based on IP address, hostname, and other identifiers.
- In addition, the underlying infrastructure is protected by **hardware perimeter firewalls** to mitigate **DDoS** and other cyber threats.

#### **Backups and Disaster Recovery**

- **Daily snapshots** of all data are taken **three times per day**, ensuring multiple recovery points.
- A **rolling 30-day backup window** is maintained to enable disaster recovery and restoration in case of incident.

#### **Access Control**

- AIM Platform enforces a **hierarchical permission model** within the application's data layer:
  - **Developer:** System-level access (restricted by IP) for monitoring and maintenance.
  - **Administrator:** AIM personnel with specific access rights for maintaining data integrity.
  - **Organisation:** Operational data access segmented by client organisation.
- **Multi-Factor Authentication (MFA)** is enforced for all user accounts.
- All user passwords are stored in **encrypted form**.

#### **Automated Monitoring**

- The AIM Platform is monitored **24/7 for uptime**, with automated alerting to ensure near 100% availability.
- A **bespoke monitoring solution** tracks system performance, database growth, and error/warning reporting.

#### **Updates and Patch Management**

- All infrastructure is configured for **automated updates** to maintain current and secure software versions.
- Security updates and maintenance are regularly carried out by AIM's developers as part of the ongoing **Platform Support and Maintenance Agreement**.

#### **Third-Party Hosting and Certifications**

*The Supplier may engage third-party providers, including its development partner, for the hosting, development and maintenance of the AIM Platform. The Supplier shall ensure that such providers maintain industry-recognised security certifications, including but not limited to ISO/IEC 27001:2013, SOC 1 Type II and SOC 2 Type II.*

*For the avoidance of doubt, the Supplier shall remain fully responsible for the security and performance of the AIM Platform in accordance with this Agreement, notwithstanding its use of such third-party providers.*

