

General Terms for the provision of software and services

These Conditions apply to the products and services provided by the Provider to the Client.

The Client acknowledges and agrees that particular products and services are subject to additional terms and conditions ("**Product Specific Terms**") as indicated on the Order or published from time to time in accordance with Clause 1.4. Such Product Specific Terms form part of the relevant Contract and will be set out on the Provider Website(s) or within a Schedule to the Conditions. To the extent there is any conflict between these Conditions and any Product Specific Terms, the Product Specific Terms shall take precedence as they apply to those specific Services.

The Client's attention is drawn particularly to Clauses 12.8, 14, 16.2 and 18, and where applicable, Paragraph 5 of Schedule 2, Paragraph 4 of Schedule 6, Paragraph 3.3 of Schedule 8, Paragraph 4 of Schedule 11, Paragraph 2.7 of Schedule 12, Paragraph 8.6 of Schedule 15, Paragraph 4 of Schedule 17 and Paragraph 20.1 of Schedule 18.

1. Introduction

- 1.1 Each Order incorporates these Conditions and the other documents referred to in Clause 1.3 to create a separate binding agreement (each a "**Contract**").
- 1.2 These Conditions apply notwithstanding any other terms or conditions contained or referred to in any document issued to the Provider at any time, including on any purchase order issued by the Client or any other Client documentation, no matter whether received by the Provider before, on or after the Effective Date, unless the Provider expressly accepts such other terms in writing, signed by the Provider's authorised representative.
- 1.3 If there is any conflict or inconsistency between the different parts of the Contract, the following order of priority applies from highest to lowest:
 - (a) The Product Specific Terms (as indicated above) as they apply to the specific Services;
 - (b) The Data Processing Statement to the extent it relates to the Processing of Personal Data;
 - (c) The Clauses of the Conditions;
 - (d) The Schedules to these Conditions where such Schedules do not constitute Product Specific Terms; and
 - (e) The Order. The Order may override and vary these Conditions only to the extent that "special conditions" are contained in the Order and it expressly states in the Order that the special conditions are intended to override and vary these Conditions.
- 1.4 The Provider may amend these Conditions, the Product Specific Terms, the Schedules, and the Data Processing Statement from time to time, in its absolute discretion, by publishing an amended version of them on the Provider Website(s), and such amendments shall take effect on publication on the Provider Website(s). Except as expressly provided otherwise in these Conditions, no other variation of the Contract shall be effective unless it is in writing and signed on behalf of the Provider and the Client.
- 1.5 To the extent either party processes Client Personal Data the parties agree that the Data Processing Statement shall apply to such processing and the parties shall comply with their respective obligations in the Data Processing Statement.

1.6 In order for the Client to receive the Services, it may be necessary for the Client to provide a copy of the data held by the Client or the Client's previous service provider. Where this is required, the Client is responsible for:

- (a) providing the Provider with timescales and updates for receiving such data; and
- (b) obtaining this data from its own systems, or those of its previous provider, for both testing and live migrations.

1.7 The Client acknowledges and accepts that:

- (a) it will not be able to enjoy the Services in whole or in part until the data migration exercise referred to in Clause 1.6 is complete;
- (b) the process to extract data can take up to two (2) weeks (therefore, the Client should obtain this data from its previous provider as early as possible); and
- (c) the initial test migration cannot be booked until the data has been received by the Provider;
- (d) the Provider cannot guarantee that all data will be successfully migrated. The Client acknowledges that the Provider shall not be liable if the Provider is unable to migrate all data requested by the Client; and
- (e) the Provider may charge a fee for data extraction on termination of the Contract and in accordance with Clause 17.8(c).

2. Term

The Contract takes effect on the relevant Effective Date and shall continue until terminated by either party in accordance with these Conditions or law.

3. Professional Services and Training

3.1 The Provider may begin to perform any ordered Professional Services and/or Training at any time on or after the date for performance specified in the Order or, if no date is specified in the Order, on or after the Effective Date.

3.2 All dates specified in the Order or otherwise agreed between parties for the Provider's performance of Professional Services and Training are non-binding estimates only.

4. Duration

4.1 For Subscription Services and On-Premise Subscriptions, the subscription shall start on the Subscription Start Date and, unless either party terminates the Contract earlier in accordance with these Conditions or law:

- (a) continues for twenty-four (24) months from the Subscription Start Date (the "**Initial Subscription Term**"); and
- (b) automatically extends for successive periods of twenty-four (24) months (an "**Extension Term**").

- 4.2 For On-Premise Licences, the licence shall commence on the Licence Start Date and shall:
- (a) where Support Services are also purchased for the On-Premise Licence, continue for so long as Support Services are paid for; or
 - (b) otherwise, continue for a fixed term of twelve (12) months (or such other fixed terms as may be specified in the Order), and then expire,

the "**Licence Term**".

- 4.3 For other Services, the term will be set out in the Order.

5. **Licence Grant And Authorised Users**

- 5.1 Subscription Services: Subject to the Client complying with these Conditions, the Provider grants the Client a non-exclusive, non-transferable right, without the right to grant sublicences, during the Subscription Term to access and use, and to permit Authorised Entities and Authorised Users to access and use, the Subscription Services solely for the Client's and Authorised Entities' internal business operations.

- 5.2 On-Premise Software: Subject to the Client complying with these Conditions, the Provider grants the Client a non-exclusive, non-transferable licence, without the right to grant sublicences, during the Subscription Term or Licence Term (as applicable) to install and use, and to permit Authorised Entities and Authorised Users to install and use, the On-Premise Software within the Client's hosting environment solely for the Client's and Authorised Entities' internal business operations.

- 5.3 Provider Items: Subject to the Client complying with these Conditions, the Provider grants the Client a non-exclusive, non-transferable right, without the right to grant sublicences, during the Subscription Term or Licence Term (as applicable) to access and use, and to permit Authorised Entities and Authorised Users to access and use, the Provider Items, solely for the purposes of receiving the Services.

- 5.4 If the Client permits Authorised Entities to access and use the Services and Documentation in accordance with Clauses 5.1, 5.2 or 5.3 the Client shall ensure that all communications with the Provider in relation to the Contract, Services and Documentation are made by the Client, and not by the relevant Authorised Entities. The Client shall not authorise or permit any person other than Authorised Entities and Authorised Users to access and use the Services and Documentation.

- 5.5 The Client shall ensure that:

- (a) Authorised Entities and Authorised Users use the Services and Documentation only in accordance with the Contract, and the Client shall be responsible for the acts and omissions of Authorised Entities and Authorised Users in relation to this Contract, the Services, and the Documentation as if they were the Client's acts or omissions;
- (b) the Services are used only by Authorised Users who are adequately trained on use of the Services;
- (c) the maximum number of Authorised Users the Client permits to access and use the Services and the Documentation shall not exceed the number of current User Licences held by the Client at the relevant time;
- (d) each Authorised User:

- (i) has Login Credentials unique to them, which shall include a personal email address, that is not shared with any other person;
 - (ii) uses only their own Login Credentials to gain access to and use the Services and Documentation, and not those of any other person;
 - (iii) changes their password for access to the Services and Documentation at least monthly and keeps it confidential;
 - (iv) may have a maximum of two (2) concurrent sessions using their own Login Credentials; and
- (e) each User Licence is used only by the named person to whom it is assigned, except that the Client may reassign a User Licence in its entirety to another individual Authorised User, provided the Client ensures the prior Authorised User does not access or use the Services or Documentation after such reassignment.
- 5.6 The Client shall maintain an up-to-date list of current Authorised Users and shall provide the list to the Provider within five (5) Business Days after the Provider's written request.
- 5.7 The Client may make a reasonable number of backup copies of the On-Premise Software (the "**Back-up Copies**") as necessary for its lawful use. The Client shall maintain an up-to-date record of the number and location of all Back-up Copies and take all reasonable steps to prevent unauthorised copying.
6. **Additional User Licences**
- 6.1 During the term the Client may request to purchase additional User Licences in accordance with the remainder of this Clause 6.1, provided that:
- (a) the Provider is not obliged to agree to the Client's request to purchase additional User Licences but may, at its discretion, provide the Client with an order form for the number of requested additional User Licences;
 - (b) the Contract shall be deemed amended to reflect the additional User Licences specified in the order form referred to at Clause 6.1(a) when the Client returns the order form signed on behalf of the Client to the Provider or when the Client has access to such additional User Licences, whichever is earlier; and
 - (c) the Provider may charge the Client for, and the Client shall pay for, additional User Licences in respect of the period starting on the first day of the month when the Client returned the signed order form to the Provider in accordance with Clause 6.1(b).
- 6.2 The Client may reduce the number of User Licences by giving the Provider not less than ninety (90) days' prior written notice:
- (a) at the end of the Initial Subscription Term or an Extension Term; or
 - (b) at any time during the Subscription Term provided that the Client has previously increased the number of User Licences during the Subscription Term, and the number of User Licences is reduced to no fewer than the number originally procured at the commencement of the Initial Subscription Term or Extension Term (as applicable).
- 6.3 Depending on the Provider's then-current pricing structure, any such reduction in User Licences may result in a corresponding increase in the per-user Subscription Fee.

7. **Audits**

7.1 During the term and for one (1) year after termination of the Contract, the Client shall keep complete and accurate records of the Client's and Authorised Users' use of the Provider Items, and shall permit the Provider to inspect and take copies of such records to:

- (a) verify that the Client's installation and use of the Provider Items is in accordance with the Contract; and
- (b) establish the Login Credentials of each Authorised User,

an "Audit".

7.2 The Provider shall conduct no more than one Audit per quarter at its own expense (save in the event such Audit reveals that the Client has breached the terms of this Contract) and shall provide the Client with reasonable prior notice of the Audit.

7.3 The Provider shall conduct Audits in such a manner as not to interfere substantially with the Client's normal conduct of business.

7.4 If an Audit reveals that Login Credentials have been provided to or used by any individual who is not an Authorised User, then without limiting the Provider's rights or remedies under the Contract or law:

- (a) the Client shall promptly disable such Login Credentials at the Provider's request; and
- (b) the Provider shall not be required to issue any new passwords to the relevant individual.

7.5 If an Audit reveals that the Client has underpaid Service Fees to the Provider:

- (a) the Client shall pay the Provider an amount equal to such underpayment within ten (10) Business Days of receipt of written notice from the Provider requesting payment; and
- (b) if the underpayment has arisen because the Client's use of the Services exceeded the number of User Licences held by the Client, the Client shall be required, without prejudice to any other rights or remedies to which the Provider may be entitled, to pay the Provider at the Provider's then-current rates for any additional usage of the Services, and the Provider, at its discretion, may increase future Service Fees to reflect the excess usage.

8. **Acceptable and Fair Use**

8.1 The Client shall, and shall ensure the Authorised Entities and Authorised Users shall, comply with, at all times:

- (a) the Acceptable Use Policy; and
- (b) the Fair Use Policy.

8.2 In this regard, the Acceptable Use Policy and Fair Use Policy shall be considered a part of the Contract.

8.3 The Provider may, in its sole and reasonable discretion, determine that the Client's use of any Service is excessive, abnormal, or materially above the level of use reasonably anticipated for the relevant Service or in breach of its Fair Use Policy. If Provider so determines, or where the Provider otherwise considers that the Client's usage is in breach of its Fair Use Policy, the Provider may

(without limiting any other right or remedy under this Contract) suspend or terminate the Client's use of the relevant Service.

- 8.4 The Provider may amend the Fair Use Policy (including any applicable fair usage allowances, thresholds or methodologies for determining such allowances or thresholds) from time to time by publishing an updated version on the Provider Website(s). Such amendments shall take effect upon publication.

9. Monthly Allowances

- 9.1 Where the Client's Tier or Order includes a Monthly Allowance, that allowance:

- (a) is calculated per calendar month;
- (b) is pooled across User Licences within the same Subscription Service (by way of example, with a Monthly Allowance of five (5) per User Licence per calendar month and ten (10) User Licences held under the same Subscription Service, the Monthly Allowance for that calendar month is fifty (50) in aggregate);
- (c) does not roll over to any subsequent month; and
- (d) resets on the first calendar day of each month.

- 9.2 Any unused part of a Monthly Allowance shall (unless otherwise specified by the Provider) expire at the end of the calendar month and have no cash or credit value.

10. Service Fees and Payment

- 10.1 The Client shall pay the Service Fees to the Provider in accordance with this Clause 8.2 and the Order.

- 10.2 The Service Fees payable by the Client shall be calculated based on the greater of:

- (a) the number of User Licences specified in the Order; or
- (b) the actual number of Authorised Users accessing the Services during any given billing period. The Provider reserves the right to review the number of active Authorised Users at any time and adjust the Client's invoice accordingly to reflect any usage exceeding the number of purchased User Licences.

- 10.3 Where the Client exceeds the applicable Monthly Allowance, additional usage may be charged at the Provider's then-current rates, and/or at rates notified by the relevant third-party provider.

- 10.4 The Client shall pay all Service Fees by direct debit or by such other reasonable means as the Provider requests in writing.

- 10.5 Where the Client procures Subscription Services or On-Premise Subscriptions, Subscription Fees shall be calculated with effect from the Subscription Start Date. Service Fees shall typically be invoiced monthly in advance; except as specified in the Order. Where the Client exceeds any applicable Monthly Allowance, the Provider may invoice overage monthly in arrears. If Service Fees are stated in the Order to be one-off costs the Provider may invoice the Client for those Service Fees up front.

- 10.6 All Service Fees are due within fourteen (14) days of the date of the invoice. If the Provider has not received payment of Service Fees by the due date for payment:
- (a) the Provider may, without liability to the Client, disable the Client's access to all or part of the Services and Documentation, and the Provider shall be under no obligation to provide any of the Services or Documentation while any Service Fees remain unpaid; and
 - (b) interest shall accrue each day on the overdue amount at a rate equal to 4% per annum above the Bank of England's base rate from time to time, but at a rate equal to 4% per annum for any period when that base rate is below 0%, from the due date for payment until the overdue amount is fully paid (whether before or after judgment).
- 10.7 All amounts and Service Fees stated or referred to in the Contract:
- (a) shall be payable in pounds sterling;
 - (b) are non-cancellable and non-refundable; and
 - (c) are exclusive of VAT, which shall be payable in addition and at the same time as the relevant amount or Service Fees at the appropriate rate.
- 10.8 All amounts due from the Client to the Provider under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.9 The Provider may increase the Service Fees payable by the Client once per calendar year by giving the Client not less than thirty (30) days' notice in writing to the Client's billing email address to confirm the amount of such increase. In the event that the Provider does not provide such notice, the Service Fees shall increase automatically once per calendar year in line with the percentage increase in the UK Retail Prices Index since the Service Fees were last set.
- 10.10 If the Client is granted a grace period for delayed payment for one (1) or more of the Services this will be noted in the Order along with the term of the grace period. At the end of the grace period the Service Fees listed on the Order will become payable.

11. **Service Availability and Changes**

11.1 Subscription Services: During the Subscription Term, the Provider:

- (a) shall use commercially reasonable endeavours to make the Subscription Services and Documentation available twenty-four (24) hours a day, seven (7) days a week, but the Client acknowledges that there may be Downtime for:
 - (i) planned maintenance;
 - (ii) unscheduled maintenance; and/or
 - (iii) Force Majeure Events;
- (b) shall use commercially reasonable endeavours to give the Client notice of any Downtime in advance and to remedy any Downtime as soon as reasonably practicable; and
- (c) may make changes to the features and/or functionality of the Subscription Services and to the Documentation from time to time. Where it is reasonably practicable to do so, the Provider shall endeavour to give the Client prior notice of material changes or material

updates to the Subscription Services and Documentation via notifications on the Provider's Website.

- 11.2 On-Premise Software: During the Subscription Term or Licence Term, the Provider:
- (a) shall provide all reasonable instructions, including any necessary activation codes or licence keys. It is the Client's responsibility to ensure that its computer system and network connection is capable of downloading the On-Premise Software. Unless otherwise agreed in writing, the Client shall be responsible for installing the On-Premise Software in accordance with the instructions provided by the Provider; and
 - (b) shall not be obligated to provide updates or upgrades to the On-Premise Software unless the Client procures Support Services for the On-Premise Software or as otherwise agreed in writing.
- 11.3 The Client is responsible for the availability of the On-Premise Software.
- 11.4 The Provider may, on written notice to the Client, update, modify or restructure the manner in which the Subscription Services, User Licences, Tiers or other Service components are packaged, configured or billed, including how Subscription Fees or other Service Fees are structured or allocated.

12. Client Data

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE

- 12.1 The Client is solely responsible for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 12.2 The Provider shall follow its archiving procedures for Client Data (as amended or updated from time to time).
- 12.3 The Provider may change or update its archiving procedures in its sole discretion from time to time.
- 12.4 The Provider excludes all liability for loss of data, but, if, despite such exclusion, the Provider becomes liable for any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for the Provider to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest copy of such Client Data maintained by the Provider. The Provider shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by the Client or any third party.
- 12.5 The Client agrees that it is solely responsible for ensuring it has appropriately backed up and has copies of all Client Data maintained by the Provider, and is able to access such Client Data via an alternative means if necessary.
- 12.6 The Client agrees that during the provision of the Services, Client instructs the Provider to delete Client Data which it has in its possession or control in accordance with the Provider's policies.
- 12.7 The Client warrants that:
- (a) it has all the necessary rights, licences, consents, permissions and authority to use, process, access and take copies of and retain copies of any Client Data or information, and to grant the Provider the rights to use, process, access and take copies of and retain copies such Client Data as contemplated by this Contract, and shall provide evidence of such consent(s) to Provider on request; and

- (b) Client Data does not infringe the Intellectual Property Rights, or any other rights, of any third party.
- 12.8 The Client indemnifies the Provider, its Affiliates, and their respective directors, officers, employees, agents and subcontractors against all Losses arising out of or in connection with any claim by a third party in relation to the Provider's processing of Client Data in accordance with this Contract, including any deletion of Client Data in accordance with Clause 12.6.

13. **Intellectual Property Rights**

- 13.1 All Intellectual Property Rights in Provider Items or that arise out of or in connection with the Services remain vested in the Provider or its third party licensors (as applicable). Nothing in the Contract operates to assign any Intellectual Property Rights in Provider Items to the Client or any other person.
- 13.2 All Intellectual Property Rights in Client Information remain vested in the Client, Authorised Entities, or their respective third party licensors.
- 13.3 The Client grants the Provider a worldwide, non-exclusive, irrevocable, royalty-free, transferable, sub-licensable licence to use, copy, store, archive, modify, extract, display, distribute, transmit, transfer, make available, combine with other data, reutilise, download and create derivative works and data from any Client Information for the purposes of:
- (a) providing the Services to the Client;
 - (b) optimising, adjusting, aggregating, evaluating, analysing, reporting on and deriving insight from the Client Information to improve and develop the Services, and any other services, products or technology operated or which may be developed and operated by the Provider or an Affiliate of the Provider, provided that in doing so the Client complies with all Applicable Laws and the remainder of these Conditions and, in respect of the purposes set out this Clause 13.3, the Provider does not disclose any information that identifies or would reasonably be expected to identify to any party outside the Provider, or an Affiliate of the Provider, the Client, its brands or its customers, and in all cases notwithstanding Clause 21.1; or
 - (c) making available to third parties.
- 13.4 Nothing in Clause 13.3 affects the Provider's obligations under the Data Processing Statement.

14. **Indemnities**

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE

- 14.1 Provided that the Client has complied with the obligations set out in Clause 14.7, the Provider shall:
- (a) at the Provider's expense, defend any third party claim brought against the Client alleging that the Client's use of the Services in accordance with the Contract infringes the copyright, database right, or trade mark rights of such third party (a "**Provider IP Claim**"); and
 - (b) indemnify the Client against:
 - (i) all damages and costs awarded against the Client in final judgment as a result of a Provider IP Claim; and

- (ii) amounts paid by the Client in settlement of a Provider IP Claim, provided the Client obtained the Provider's prior written approval of the settlement and the amount paid in settlement.
- 14.2 The Provider shall have no obligation to defend or indemnify the Client under Clause 14.1 to the extent the Provider IP Claim arises directly or indirectly from:
 - (a) any modification of the Services (or any part) by any person unless the modification was made by the Provider or with the Provider's express written approval;
 - (b) any Third Party Services;
 - (c) any Client Information;
 - (d) breach of the Contract by the Client, or any Authorised Entity's or Authorised User's failure to comply with the requirements of the Contract;
 - (e) installation, access, or use of the Services (or any part) otherwise than in accordance with the Contract, the Documentation or the Provider's instructions; or
 - (f) installation, access, or use of the Services (or any part) in combination with any software, hardware, or data that has not been supplied or expressly authorised by the Provider.
- 14.3 Clause 14.1 sets out the Provider's entire liability to the Client and the Client's sole and exclusive remedy with respect to any Provider IP Claim.
- 14.4 The Client indemnifies the Provider, its Affiliates, and their respective directors, officers, employees, agents, and subcontractors against all losses, costs, claims and expenses suffered or incurred by any of them ("**Losses**") arising out of or in connection with:
 - (a) the Client's use of the Services other than in accordance with the Contract;
 - (b) any breach by the Client of Applicable Law or regulation (including any breach of the Data Protection Legislation);
 - (c) any allegation or claim alleging that the Provider's use of Client Information in accordance with the Contract infringes a third party's Intellectual Property Rights; and
 - (d) any allegation or claim by an Authorised Entity against the Provider in connection with the Services, Documentation, or Contract, or the Provider's performance of them, including any allegation or claim of negligence.
- 14.5 The Client agrees that the Provider has the right to:
 - (a) enforce the indemnity under Clause 14.4 on behalf of the Provider's Affiliates, and their directors, officers, employees, agents and subcontractors ("**Provider Third Parties**"); and
 - (b) recover Losses suffered or incurred by Provider Third Parties and for which the Client is liable under the indemnity or otherwise as if those Losses had been suffered or incurred by the Provider.
- 14.6 If by law or under applicable court procedures the Provider is not permitted or is unable to do any of the things referred to in Clause 14.5, the relevant Provider Third Party shall be entitled to enjoy the benefit of and enforce the indemnity under Clause 14.4, subject to and in accordance with the Contract and the Contracts (Rights of Third Parties) Act 1999.

- 14.7 If any third party makes a claim, or notifies an intention to make a claim, against either party (the "**Indemnified Party**") which may reasonably be considered likely to give rise to a liability under the indemnities in this Clause 14 (each an "**Indemnity Claim**"), the Indemnified Party shall:
- (a) as soon as reasonably practicable, give written notice of the Indemnity Claim to the other party (the "**Indemnifying Party**"), specifying the nature of the Indemnity Claim in reasonable detail;
 - (b) not make any admission of liability, agreement or compromise in relation to the Indemnity Claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed);
 - (c) give the Indemnifying Party and its professional advisers access at reasonable times and on reasonable prior notice to its premises and its officers, directors, employees, agents, representatives and advisers, and to any relevant records and documents within its power or control to enable the Indemnifying Party to examine them and take copies (at the Indemnifying Party's expense) for the purpose of assessing and defending the Indemnity Claim; and
 - (d) at the Indemnifying Party's expense, take such action as the Indemnifying Party may reasonably request to avoid, dispute, compromise or defend the Indemnity Claim.
- 14.8 Each Indemnified Party shall take reasonable steps to mitigate losses which it may incur as a result of a matter that may give rise to an Indemnity Claim under this Clause 14.

15. **Provider Obligations And Disclaimers**

- 15.1 The Provider shall perform the Services with reasonable skill and care.
- 15.2 The Provider does not give any warranty or representation:
- (a) that the Client's use of the Services will be uninterrupted or error-free;
 - (b) that the Services, Documentation, or any information obtained by the Client through use of the Services will meet the Client's requirements or individual needs or be fit for the Client's purpose, whether or not such requirements, needs or purposes have been communicated to the Provider; or
 - (c) in relation to any Third Party Services.
- 15.3 The Provider is not responsible for any delays, delivery failures, or any other loss or damage resulting from any matter beyond its reasonable control such as the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays, and other problems inherent in the use of such communications networks and facilities.
- 15.4 The Provider is not responsible for and gives no warranty, promise, or guarantee of any kind that the Services are or will be compatible with any other software, hardware, service, or system used or operated by the Client, Authorised Entities, or Authorised Users.
- 15.5 If the Services allow the generation (whether upon demand or automatically) of any financial, accounting or tax-related information or reports, the Client acknowledges that such outputs are generated from Client Data and the Provider does not verify the accuracy, completeness, or suitability of the Client Data for any purpose. The Client is solely responsible for reviewing and confirming the accuracy and suitability of any such outputs, including before using them for any

reporting or tax submissions, and the Provider shall have no liability arising from or connected with their use by the Client or any third party.

16. **Client Obligations**

16.1 The Client shall:

- (a) provide the Provider with all information, cooperation, and assistance reasonably required for its performance under the Contract including access to Client Data, security access information, and configuration services;
- (b) comply with all Applicable Laws and regulations with respect to its activities under the Contract (including the Data Protection Legislation);
- (c) comply with the Third Party Licences;
- (d) carry out its obligations under the Contract, including fulfilling all tasks and responsibilities of the Client specified in the Order, in a timely and efficient manner;
- (e) maintain in place throughout the Subscription Term a written agreement with any relevant Portal in respect of which the Data Feed Service is provided, enabling that Service to be provided;
- (f) ensure that its network and systems comply with the relevant specifications provided to it by the Provider from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Provider's data centres, and all problems, conditions, delays, delivery failures, and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

16.2 If the Provider's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by or on behalf of the Client or an Authorised Entity, including a failure by the Client or an Authorised Entity to perform any relevant obligation (each a "**Client Default**"):

- (a) the Provider shall be relieved from liability for any failure or delay in the performance of the Provider's obligations under the Contract resulting directly or indirectly from a Client Default;
- (b) without limiting or affecting any other right or remedy available to it, the Provider may suspend performance of the Services until the Client remedies the Client Default; and
- (c) the Client indemnifies the Provider against all Losses incurred by the Provider in connection with the Client Default.

16.3 The Client represents, warrants, and undertakes that:

- (a) it has all necessary power and authority to enter into, and perform its obligations under this Contract and that it has taken and shall take all requisite corporate and other action to approve the execution, delivery, entering into and performance of this Contract; and
- (b) it is not and will not, and the Authorised Entities are not and will not, and its Ultimate Beneficial Owner(s), the Ultimate Beneficial Owner(s) of any Authorised Entity and all

Relevant Persons are not and will not, at any time during the term, be subject to any Sanctions or appear on any Sanctions List.

17. Termination

17.1 The Client may, with respect to Subscription Services and On-Premise Subscription, terminate the relevant Service with effect from any Extension Date, by giving the Provider not less than ninety (90) days' prior written notice to terminate.

17.2 In the event that, at the effective date of a termination pursuant to Clause 17.1, the Client is not receiving any other Services under a Contract, the entire Contract shall be deemed terminated as of the same effective date, without further obligation by either party, except for any rights or liabilities accrued prior to termination.

17.3 The Client may, with respect to Support Services for On-Premise Licence, terminate the relevant Service by giving the Provider not less than thirty (30) days' prior written notice to terminate with effect from the first calendar day of the month immediately following the expiry of the thirty (30) day notice period.

17.4 The Provider may terminate the Contract, or any Service, by giving the Client not less than ninety (90) days' prior written notice to terminate.

17.5 The Provider may terminate any Third Party Service immediately by giving notice if the Provider's provision of the relevant Third Party Service is impacted as a result of circumstances outside of the reasonable control of the Provider.

17.6 The Provider may terminate the Contract, or any Service, with immediate effect by giving written notice to the Client if:

- (a) the Client materially breaches the Contract (unless, in a case where the breach is capable of remedy, the Client remedies the breach within thirty (30) days after receiving notice to do so);
- (b) the Client fails to pay an amount due to the Provider on the due date for payment;
- (c) in the Provider's reasonable opinion, the Client's financial position is such that the Client's capability adequately to fulfil its obligations under the Contract is in jeopardy, provided the Provider complies with any requirement of Applicable Law; or
- (d) there is a Change of Control of the Client.

17.7 The Provider may suspend or terminate the Contract, or any Service with immediate effect by giving written notice to the Client if the Client, any of the Client's Ultimate Beneficial Owner(s) or any Relevant Person is subject to any Sanctions or appear on any Sanctions List.

17.8 On termination of the Contract for any reason:

- (a) the Client shall immediately cease all use of the Services and the Documentation;
- (b) each party shall destroy, and make no further use of any equipment, property, Documentation and all other items (and all copies of them) belonging to the other party;
- (c) the Client agrees that, except as provided in the Data Processing Statement, the Provider may destroy or otherwise dispose of any of the Client Data in its possession, unless the Provider receives, no later than ninety (90) days after the effective date of termination of

the Contract, a written request for the delivery to the Client of the then-most-recent copy of the Client Data in the Provider's possession or control. The Provider shall use reasonable commercial endeavours to deliver the copy to the Client within thirty (30) days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at or resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by the Provider in returning or disposing of Client Data;

- (d) any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination (including the right to claim damages in respect of any breach of the Contract) which existed at or before the date of termination shall not be affected or prejudiced; and
- (e) the Surviving Provisions shall survive termination of the Contract.

18. **Limitation Of Liability**

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE

18.1 Except as expressly and specifically provided otherwise in the Contract:

- (a) the Client assumes sole responsibility for any Client Data hosted or processed using the Services and the Documentation. The Provider shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to the Provider by or on behalf of the Client or any Authorised Entity in connection with the Services, or any actions taken by the Provider at the Client's direction;
- (b) all warranties, representations, terms, conditions and all other terms of any kind whatsoever implied by law are, to the fullest extent permitted by Applicable Law, excluded from the Contract; and
- (c) the Services and Documentation are provided to the Client on an "as is" basis and accordingly except as expressly set out in this Contract all warranties and representations (whether express or implied), including as to the quality, accuracy, completeness, fitness for purpose, merchantability and non-infringement are, to the fullest extent permitted by law, excluded.

18.2 Nothing in the Contract excludes or limits the liability of either party for:

- (a) death or personal injury caused by that party's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded or limited by law.

18.3 Subject to Clauses 18.1 and 18.2:

- (a) the Provider shall only be liable for direct losses arising out of or in connection with the Contract and shall not be liable for any indirect or consequential loss;
- (b) the Provider shall not be liable for any loss of profit, loss of revenue, loss of business, loss of opportunity or contracts, business interruption, loss of use, loss or corruption of data, loss or corruption of software or systems, or loss of goodwill;

- (c) the Provider shall not be liable for any loss or damage suffered in connection with any Third Party Service; and
 - (d) the Provider's total aggregate liability howsoever arising out of or in connection with the Contract shall be limited to an amount equal to the Service Fees paid or payable by the Client for the relevant Services in respect of the calendar year in which the most recent claim arose.
- 18.4 The exclusions and limitations of liability in this Clause 18 apply whether the liability arises in contract, tort (including negligence), breach of statutory duty, or under any other theory.

19. Beta Services

- 19.1 From time to time, the Provider may make Beta Services available to the Client. The Client may choose to try such Beta Services or not in its sole discretion.
- 19.2 Except as provided in this Clause 19, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by Applicable Law. Beta Services are provided "as is" and as available exclusive of any warranty whatsoever.
- 19.3 Notwithstanding any other provisions of this Contract, the Provider shall have no liability to the Client in relation to the Beta Services for any loss or damages whatsoever (to the extent permitted by Applicable Law), including but not limited to direct, indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, data or use, however caused and, whether in contract, tort or under any other type of liability, whether or not the Client has been advised of the possibility of such damages.

20. AI Technologies

- 20.1 The Client grants the Provider and the Provider Group, and where relevant any subcontractors engaged to provide the Services, a worldwide non-exclusive, royalty free, irrevocable, perpetual licence, with the right to grant sublicences, to copy, reproduce, display, sell, publish, modify, adapt, create derivative works and otherwise use the Content and, subject to compliance with Schedule 15, any data provided to the Provider as set out in Annex A of Schedule 15 for any purpose whatsoever (including to create Derived Data to provide such Content to third parties and including using it as input to, or to train, fine-tune, develop or improve any artificial intelligence, machine learning or similar technologies, systems, and agents (all collectively "AI The Client warrants that the supply, receipt and use of the Content in the performance of this agreement by the Provider and the Provider Group shall not infringe the Intellectual Property Rights of any third party; and shall indemnify the Provider and the Provider Group against all losses incurred by Provider Group as a result of any claim that the supply, receipt or use of the Provider Content infringes the Intellectual Property Rights of any third party.
- 20.2 The licence(s) granted under Clause 5 does not permit and therefore the Client shall not use, or allow any third party to use, Provider Items to develop, improve, train, validate or benchmark any AI Technologies and the Provider shall be entitled to audit the Client in respect of compliance with the provisions of this Clause 20.2.
- 20.3 The Provider acknowledges and agrees that all right, title and interest in and to the Content and all associated Intellectual Property Rights are the property of the Client or its licensor's, as applicable, from the date that such rights arise except as expressly permitted under this Contract. The Client agrees that the Provider and any Group Company may, but shall not be required to, identify the

Client as the source of the Content on the Provider's Website(s) or in any other medium through which the Content or any part of the Content is published or displayed.

- 20.4 The Client acknowledges and agrees that all right, title and interest in and to the Derived Data and all associated Intellectual Property Rights shall be the property of the Provider from the date that such rights arise.
- 20.5 The Client shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Provider Website(s) or any product or services provided via, or in relation to, the Provider Website(s). This includes but is not limited to using (or permitting, authorising or attempting the use of):
- (a) Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Provider Website or any data, content, information or services accessed via the same; or
 - (b) Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- 20.6 The provisions in Clause 20.5 should be treated as an express reservation of the Provider's rights in this regard.
- 20.7 Clause 20.5 shall not apply insofar as (but only to the extent that) that the Provider is unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to the Provider.
- 20.8 The Client shall comply with all API rate limits and usage thresholds published in the Documentation or notified by the Provider from time to time when using the AI Technologies provided by the Services. The Provider may suspend or throttle the Client's API access with immediate effect, without liability, where the Client's API usage exceeds applicable limits or adversely affects the performance or security of the Provider's systems. Persistent breaches of this Clause 20.8 shall constitute a material breach of this Contract.

21. **General**

- 21.1 Confidentiality: A party shall disclose information not in the public domain relating to the other only if:
- (a) the person to whom the disclosure is made needs the information for the disclosing party to carry out its obligations under a Contract, and does not itself disclose it;
 - (b) disclosure is to that party's professional advisers, auditors, investors, potential investors, Affiliates or bankers, under conditions of confidentiality; or
 - (c) disclosure is required by the law, or a court or governmental or regulatory authority.
- 21.2 Matters beyond reasonable control: Neither party shall be liable for any delay or failure in performance of any of its obligations under the Contract resulting from a Force Majeure Event. However, if the Force Majeure Event continues to cause a party to need relief from the impact of its delay or failure for one (1) continuous month or longer, the other party may terminate the Contract immediately by giving notice to the affected party. A Force Majeure Event shall not relieve a party of its duty to pay the Service Fees as they fall due under this Contract and no refunds of Service Fees paid in advance shall be payable as a result of a Force Majeure Event.

- 21.3 Assignment:
- (a) The Provider may at any time assign, subcontract (except as expressly provided otherwise in the Data Processing Statement), or otherwise create an interest in any of its rights and obligations under a Contract without the consent of the Client;
 - (b) The Client may not assign, subcontract, or otherwise create any interest in any of its rights and obligations under a Contract without the prior written consent of the Provider.
- 21.4 Entire agreement: Each Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes any previous agreement or understanding (written or oral) between them relevant to that subject matter.
- 21.5 No reliance: Each party acknowledges that, in entering into a Contract, it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty or undertaking that is not set out in the Contract.
- 21.6 Waiver: No failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the future exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 21.7 Rights and remedies: The rights and remedies provided under a Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 21.8 Severance: If any provision or part-provision of a Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision of part-provision under this Clause 21.8 shall not affect the validity or enforceability of the rest of this Contract.
- 21.9 Notices:
- (a) Any notice given to either party under or in connection with this Contract shall be in writing and shall be delivered by:
 - (i) hand or by pre-paid first-class post or other next working day delivery service at its registered office (in the case of a company or limited liability partnership) or to the address on the Order (in the case of a sole trader or partnership); or
 - (ii) in the case of the Provider giving notice to the Client, to the Client's billing email address and in the case of the Client giving notice to the Provider, to grouplegal@houseful.co.uk and legal@altosoftwaregroup.co.uk with a copy to customeroperations@altosoftware.co.uk
 - (b) A notice will be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt; or
 - (ii) if sent by pre-paid or first-class post or other next working day delivery service, on the second Business Day after posting; or
 - (iii) if sent by email, on the same day the email is sent, if sent before 5pm on a Business Day, or if not, on the next Business Day after transmission.

(c) This Clause 21.9 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

21.10 Counterparts: This Contract may be executed in counterparts, each of which when executed shall constitute a duplicate original, but the counterparts shall together constitute the same agreement.

21.11 No partnership: Nothing in the Contract is intended to establish any partnership, appoint either party the agent of the other, or otherwise authorise either party to commit the other in any way whatsoever.

21.12 Third party rights: Except as expressly provided otherwise in these Conditions, a person who is not a party to the Contract shall have no rights to enforce any term of the Contract.

21.13 Governing law and jurisdiction: The construction, validity and performance of the Contract and all non-contractual obligations, disputes or claims arising from or connected with the Contract shall be governed by English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to resolve any dispute between them in connection with the Contract and such disputes or claims.

22. Definitions And Interpretation

22.1 The following definitions and rules of interpretation apply in this Contract:

"Acceptable Use Policy" means the Provider's acceptable use policy available at Schedule 7, as updated from time to time;

"Affiliate" means, in relation to a company, any Subsidiary or Holding Company of that company, and any Subsidiary of a Holding Company of that company, in each case from time to time;

"AI Technologies" is defined in Clause 20.1;

"Alto Consumer Portal" is defined in Schedule 11;

"Applicable Law" means all applicable laws, statutes, regulations and codes from time to time in force;

"Audit" is defined in Clause 7.1;

"Authorised Entity" means, in respect of a particular Service, any branch, company, limited liability partnership or other entity who the Client and the Provider have agreed in writing may use the relevant Service;

"Authorised Users" means, in respect of a particular Service, those named employees, agents and independent contractors of the Client or of any Authorised Entity, who are authorised by the Client or by the relevant Authorised Entity in accordance with the Contract to use the particular Service;

"Back-up Copies" is defined in Clause 5.7;

"Beta Services" means the Services or functionality that may be made available to the Client to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, trial, or by a similar description;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England;

"Change of Control" means, where the Client is a body corporate, a change in the identity of the person who has Control of the Client, where **"Control"** has the same meaning as given in Section 1124 Corporation Tax Act 2010;

"Client" means the person or firm purchasing Services from the Provider, as stated in the relevant Order;

"Client Data" means any data inputted into any of the Services by the Client, an Authorised Entity or an Authorised User or by the Provider on behalf of the Client, including any E-Signature Documents (if applicable), and any Client Personal Data;

"Client Default" is defined in Clause 16.2;

"Client Information" means Client Data; Files (including their contents) (if applicable); materials, data and information relating to and arising or derived from the Client's or an Authorised Entity's or Authorised User's use of and interactions with the Services, the Files or the properties in the Files (if applicable); property details; applicant, purchaser and vendor lead and transaction data; any materials, data or information provided to the Provider by the Client, an Authorised Entity or Authorised User; any materials, data and information derived from any of the foregoing; and in all cases including any Intellectual Property Rights subsisting therein;

"Client Output" means any output that is created or generated by the Client in connection with its permitted use and receipt of the Services, including through the use of any tools, systems or AI technologies;

"Completed Transaction" is defined in Annex A of Schedule 8;

"Conditions" means these terms and conditions and the Schedules to these terms and conditions, as amended from time to time in accordance with Clause 1.4;

"Contract" means the contract between the Client and the Provider for the Services as described in Clause 1;

"Content" means Client Output and any other data, content and materials made available by, on behalf or on the instruction of, the Client to the Provider (or any Group Company) in connection with the Services; ; **"Controller"**, **"Processor"**, **"Data Subject"**, **"Personal Data"**, **"Subprocessor"** and **"Processing"** (and **"Process"**) is defined in Schedule 15;

"Controlling Interest" means an interest in shares giving to the holder or holders control of the Client within the meaning of Section 1124 of the Corporation Tax Act 2010;

"Conveyancing Services" means the conveyancing services described in Annex A of Schedule 8;

"Criminal Offence Data" is defined in Schedule 15;

"Customer Referral Programme" means the customer referral programme described in Schedule 10;

"Data Feed Services" means the data feed services described in Schedule 3;

"Data Protection Legislation" is defined in Schedule 15;

"Data Processing Statement" means the data processing statement set out in Schedule 15;

"Derived Data" means any data, information, insights, results, model outputs or other materials created or generated by or on behalf of the Provider outside the provision of the Services from the modification, adaptation, revision, compilation, combination, aggregation, analysis or processing of the Content or Client Personal Data, including together with other data or materials owned or licensed by the Provider or any Group Company or subcontractor;

"Documentation" means documentation and materials made available by the Provider to the Client or Authorised Entities in connection with the Services, as updated by the Provider from time to time in such manner as the Provider sees fit;

"Downtime" means any time during which the Services are unavailable to the Client;

"Due Date" is defined in Schedule 8;

"Effective Date" means the date the relevant Order for the Services generated by the Provider and signed by or on behalf of the Client, is returned by the Client to the Provider;

"End Customer" is defined in Schedule 8;

"End Customer Data" is defined in Schedule 8;

"End Users" is defined in Schedule 5;

"E-Signature Document" is defined in Schedule 6;

"E-Signature Services" means the e-signature service described in Schedule 6;

"EU GDPR" is defined in Schedule 15;

"EULA" is defined in Schedule 11;

"Extension Date" means the date on which a subscription for the Subscription Services or On-Premise Subscription renews in accordance with Clause 4.1(b);

"Extension Term" is defined in Clause 4.1(b);

"Fair Use Policy" means the policy issued or made available by the Provider from time to time, together with any product-specific fair usage terms set out in the relevant Product Specific Terms, as updated from time to time;

"Files" means electronic files containing the property information designated by the Provider (which, as of the date of the Contract, comprises the information set out in Schedule 4) and which are made available to the Provider by the Client in connection with the Data Feed Service;

"Force Majeure Event" means an Act of God; war; riot, civil commotion; strike, lockout or other labour disturbance (not including those involving the affected party's employees); outbreak of epidemic or infectious disease, quarantine restrictions or restrictions against entry into any country where services or materials are being obtained or delivered, cyber warfare and / or cyber attacks and any other circumstances beyond the reasonable control of the affected party;

"GeoData" is defined in Schedule 5;

"Geo Data Terms" means the end user licence terms for UK geographic data set out in Schedule 5, as may be updated from time to time;

"Group" means the Provider and any holding company or companies and any subsidiary undertaking(s) of the Provider or the Provider's ultimate parent company from time to time and **"Group Company"** means any one of them;

"Holding Company" is defined in Section 1159(1) of the Companies Act 2006;

"Identity Check Services" means the identity-checking and verification services made available by the Provider, as further described in Schedule 12;

"Identity Check TOS" means the terms of service described in Schedule 12;

"Indemnified Party" is defined in Clause 14.7;

"Indemnity Claim" is defined in Clause 14.7;

"Initial Subscription Term" is defined in Clause 4.1(a);

"Intellectual Property Rights" means all intellectual property rights whether registered or unregistered and including all applications and rights to apply for and be granted any intellectual property right, and all renewals and extensions of, and rights to claim priority from, such rights and all similar forms of protection in any part of the world;

"Licence Start Date" means the date on which the Provider confirms to the Client in writing that the On-Premise Licence is activated and ready to be put into live use by the Client, or the date on which the Client first puts the On-Premise Licence into live use, or within three (3) months of the date of the Order, whichever is sooner;

"Licence Term" means the duration of the licence granted from the Provider to the Client for the provision of On-Premise Licence as set out in Clause 4.2;

"Login Credentials" means user names, passwords, security credentials or authentication keys issued to the Client, an Authorised Entity or an Authorised User or created by the Client, an Authorised Entity or an Authorised User at the Provider's invitation for access to the Services;

"Losses" is defined in Clause 14.4;

"LPS" is defined in Schedule 5;

"LPS Data" is defined in Schedule 5;

"Monthly Allowance" means any inclusive allocation of units for a Service (including, without limitation, E-Signature Services and Identity Check Services) provided to the Client for a calendar month, as set out in the Order, the relevant Product Specific Terms, or the applicable Tier, as updated in accordance with this Contract;

"National Statistics Data" is defined in Schedule 5;

"On-Premise Licence" means On-Premise Software which is provided under a one-off term-based licence, as specified in the relevant Order;

"On-Premise Software" means software providing access to the Services, which the Provider licenses to the Client for installation and operation on the Client's own servers or infrastructure, as specified in the relevant Order;

"On-Premise Subscription" means On-Premise Software which is provided on a subscription basis (e.g., a licence which auto-renews), as specified in the relevant Order;

"Open Data" is defined in Schedule 5;

"Order" means the order form generated by or on behalf of the Provider, signed by or on behalf of the Client, and returned by the Client to the Provider;

"Portals" means the online property portals in respect of which the Client may request copies of property listing details to be made available in Files;

"Portal Services" means the portal service described in Schedule 9;

"Product Provider" is defined in Schedule 8;

"Product Specific Terms" is defined at the start of these Conditions;

"Professional Services" means any professional services specified in the Order;

"Property" is defined in Schedule 8;

"Prospecting Services" means the prospective services described in Schedule 11;

"Provider" means Vebra Solutions Limited, a company registered in England and Wales with registered number 04529917 and with its registered office at The Cooperage, 5 Copper Row, London SE1 2LH, or any of its Affiliates that are acting on its behalf in connection with the performance of this Contract;

"Provider IP Claim" is defined in Clause 14.1;

"Provider Items" means:

- (a) Services;
- (b) Software used by the Provider in the performance of the Services, including On-Premise Software;
- (c) Documentation;
- (d) All other works, deliverables and materials provided or made available to the Client or an Authorised Entity by or on behalf of the Provider or its third party licensors; and
- (e) All modifications to and/or derivative works based on any of the foregoing, but excluding Client Data;

"Provider Third Parties" is defined in Clause 14.5(a);

"Provider Website(s)" means:

- (a) the websites owned and operated by the Provider or its relevant Affiliates from time to time, including: altosoftware.co.uk, jupix.com, expertagent.co.uk and cfp-software.co.uk; and/or
- (b) any other website whose domain name is owned or controlled or powered by the Provider as the Provider may determine and via which Services are provided;

"Referees" is defined in Schedule 10;

"Referral Fee" is defined in Schedule 8;

"**Referral Information**" is defined in Schedule 8;

"**Referral Services**" means the services described in Schedule 8;

"**Referrers**" is defined in Schedule 10;

"**Relevant Person(s)**" means directors, officers, and employees of:

- (a) The Client;
- (b) Any of Client's Affiliates; and/or
- (c) Any Authorised Entity;

"**Restricted Transfer**" is defined in Schedule 15;

"**Sanctions**" means any trade, economic or financial sanctions, embargoes or restrictive measures administered, maintained, enforced or imposed from time to time by a Sanctions Authority;

"**Sanctions Authority**" means the United Kingdom, the European Union, any member state of the European Union, the United States, the United Nations, or any other relevant jurisdiction, or any government or official institution or agency of any of the above;

"**Sanctions List**" means the Consolidated List of Financial Sanctions Targets issued by His Majesty's Treasury, the "**Specially Designated Nationals and Blocked Persons**" list issued by the United States Office of Foreign Assets Control, or any similar list issued, maintained or made public by a Sanctions Authority;

"**Service Fees**" means the fees payable by the Client to the Provider in respect of the Services, as set out in the relevant Order, or as otherwise detailed in the Contract;

"**Services**" means the services specified in the relevant Order, and any services that the Provider agrees to provide for the Client (whether specified in the relevant Order or not);

"**SMS Fees**" means the fees payable by the Client to the Provider in respect of the SMS Services, as set out in the relevant Order;

"**SMS Services**" means the SMS service described in Schedule 2;

"**Special Category Personal Data**" is defined in Schedule 15;

"**Standard Contractual Clauses**" is defined in Schedule 15;

"**Start Date**" is defined in Schedule 14;

"**Subscription Fees**" means the fees payable by the Client to the Provider in respect of the Subscription Services or On-Premise Subscription, as set out in the Order;

"**Subscription Services**" means the provision of access to Services via the internet as a hosted service, as specified in the relevant Order;

"**Subscription Start Date**" means the Target Go Live Date, the date on which the Provider confirms to the Client in writing that the Subscription Services are activated and ready to be put into live use by the Client, or the date on which the Client first puts the Subscription Services or On-Premise Subscription into live use, or within three (3) months of the date of the Order, whichever is sooner;

"Subscription Term" means the Initial Subscription Term and all Extension Terms for the relevant Subscription Services or On-Premise Subscription;

"Subsidiary" is defined in Section 1159(1) of the Companies Act 2006;

"Surviving Provisions" means Clauses 7, 8.2, 12, 13, 14, 16.2, 17.6, 18, 20, 21 and 22, and where applicable, Paragraph 5 of Schedule 2, Paragraph 4 of Schedule 6, Paragraph 3.3 of Schedule 8, Paragraph 4 of Schedule 11, Paragraph 2.7 of Schedule 12, Paragraph 8.6 of Schedule 15, Paragraph 4 of Schedule 17 and Paragraph 20.1 of Schedule 18;.

"Support Services" means the support services described in Schedule 1;

"Target Go Live Date" means the date specified as such in the Order;

"Third Party Licences" means any third party licences referred to in these Conditions (including, without limitation, those in Schedule 5), and such other licences as the Provider may notify to the Client from time to time;

"Third Party Services" means services, data, information, content, software, and other works provided, controlled or owned by a third party, including any that may be linked to, interact with or used by the Services;

"Tier" is defined in Schedule 13;

"Training" means training in the use of the Services as described or specified in the Order;

"Trial" is defined in Schedule 14;

"UK GDPR" is defined in Schedule 15;

"Ultimate Beneficial Owner" means, in relation to the Client or an Authorised Entity:

- (a) If the Client or Authorised Entity is a company, any natural person(s) who directly or indirectly own(s) or control(s) 10% or more of the shares of the Client or Authorised Entity, or any natural person(s) who exercise(s) a Controlling Interest in the Client or Authorised Entity;
- (b) If the Client or Authorised Entity is a limited liability partnership, any member; and
- (c) If the Client or Authorised Entity is a general or limited partnership, any partner;

"User Licences" means the user licences purchased by the Client which entitle Authorised Users to access, install and use the Services and the Documentation in accordance with the Contract;

"VAT" means value added tax or any equivalent tax chargeable in the UK or elsewhere; and

"Virus" means any thing or device (including any software, code, file or programme) which may:

- (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, telecommunications service, equipment or any other service or device;
- (b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or

- (c) adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

22.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
- (b) Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (c) A reference to "writing" or "written" includes fax and email; and
- (d) remedies are cumulative and do not affect a party's other rights and remedies under the law.

Schedule 1

Support Services

1. Before accessing Support Services, the Client may wish to explore the Provider's help centre, which provides answers to common queries about the Services. Help centre resources can be accessed at the relevant website, which may be updated from time to time:

Jupix: <https://support.jupix.com/hc/en-gb>

Expert Agent: <https://learningcentre.expertagent.co.uk/>

CFP: <https://support.cfp-software.co.uk/hc/en-gb>

Alto: <https://support.altosoftware.co.uk>

2. Support Services shall comprise a remote customer support desk. The Provider will use reasonable endeavours to make the customer support desk available 9.00am – 5.30pm on Business Days (excluding 12 noon to 5.30pm on Christmas Eve). The Provider will endeavour, where it is reasonably practicable to do so, to give the Client prior notice if the customer support desk will be unavailable.
3. Accessing support and contacting the customer support desk can be done by submitting a query via the help centre within the Services.
4. Any calls made by the Client to the Provider may be recorded for training and monitoring purposes. The Provider monitors and records its calls to ensure that it maintains the highest possible standards of service to its customers and regularly carries out surveys to encourage feedback from its customers.
5. The Provider shall respond to any telephone calls or emails by the method it deems most appropriate, which may be by telephone, email or remote dial-in.
6. Support Services do not include any on-site assistance and will only be provided remotely. The Client shall provide to the Provider, its employees, contractors, agents and all other persons duly authorised by the Provider with full, safe and uninterrupted access (including remote access) to the Client's systems and facilities as may be reasonably required by the Provider for the purpose of providing support.
7. The Client shall:
 - (a) Co-operate with the Provider and provide any assistance or information as may reasonably be required by the Provider, including in relation to the diagnosis of any faults;
 - (b) Report faults promptly and in sufficient detail to the Provider; and
 - (c) Carry out regular Virus checks of systems and software that the Client uses in connection with the Services.
8. Support does not include:
 - (a) Site visits;
 - (b) Recovery of data;
 - (c) General training issues;

- (d) Data migration and/or data merges*;
- (e) Data extraction*;
- (f) Customisation services (template creation and amendments)*;
- (g) Support Services in respect of third party software, irrespective of whether or not supplied by the Provider to the Client; support in respect of the Client's systems, network, hardware and/or any other equipment or associated components;
- (h) Updates to letters and agreements provided by third parties;
- (i) Professional advice in relation to any legal or compliance issues regarding property management or estate agency;
- (j) Support Services in respect of any default or error in any of the Services which arises as a result of a defect or deficiency in, or a failure of, the equipment upon which the Services are operated; a defect or deficiency in or a failure of an internet link; incorrect use of or damage to the Services from whatever cause (other than any act or omission by the Provider) including failure or fluctuation of electrical power; use of the Services in combination with any equipment or software not provided by the Provider or not designated by the Provider as being compatible; any unauthorised amendment or alteration to the Services made by the Client and/or a third party not expressly authorised by the Provider; and/or operator error; and/or
- (k) Recovering or correcting data lost or corrupted by computer Viruses.

*These services may be provided by the Provider at its sole discretion, for an additional charge (rates available on request).

9. The Client may not modify any databases within the Services and any such modification shall constitute an irremediable material breach of the Contract, entitling the Provider to terminate the Contract immediately on notice to the Client.
10. For the purposes of Clause 1.3 of the Conditions, this Schedule 1 shall be considered Product Specific Terms and not a Schedule.

Schedule 2

SMS Service

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO PARAGRAPH 5 OF THIS SCHEDULE 2

1. If the Client elects to receive the SMS Services, and subject to payment by the Client of the SMS Fees, the Provider shall provide the Client with access to the SMS Services from within the Services.
2. If technical and operational conditions allow, the Provider shall permit the Client access to the SMS Services within two (2) Business Days after payment of the relevant SMS Fees.
3. The Provider shall:
 - (a) Provide the Client with reasonable instructions on how to access the SMS Services. The Provider may change these instructions, the location of the SMS Services servers and methods of accessing the SMS Services servers at any time, and the Provider shall use reasonable endeavours to provide the Client with advance notice of any such changes;
 - (b) Use reasonable endeavours to ensure successful delivery of messages sent by the Client using the SMS Services. The Client acknowledges that successful delivery of messages through the SMS Services depends on a range of factors outside of the control of the Provider, including internet service providers, telecommunications companies and network operators, and so the Provider cannot guarantee delivery of any messages sent by the Client using the SMS Services;
 - (c) Not be liable for the content of any messages sent by the Client using the SMS Services;
 - (d) Use reasonable endeavours to ensure uptime of the SMS Services, but shall not be liable for downtime caused by circumstances beyond the reasonable control of the Provider;
 - (e) Reserve the right to carry out maintenance and technical alterations to equipment which may affect the availability to the Client of the SMS Services; and
 - (f) Reserve the right to suspend or stop provision of the SMS Services at its discretion at any time, for any reason, without notice to the Client.
4. The Client acknowledges and agrees that:
 - (a) In order to use the SMS Services, the Client must obtain (as appropriate) email and access to the internet and pay any fees associated with such access. In addition, the Client shall provide at its own cost all hardware and other equipment necessary to make such a connection to the internet;
 - (b) To protect the integrity of the system and the SMS Services, the Client shall not send unlawful, obscene, abusive, harassing or threatening messages using the SMS Services. Unsolicited marketing (spamming) is strictly prohibited;
 - (c) The Client is responsible to the Provider for any use of the Client's passwords by any third party. The Client shall pay for all messages sent using the SMS Services from the Client's account, and it is therefore recommended that the Client keeps its password confidential;
 - (d) After the Client has entered into a Contract relating to SMS Services and has set up a direct debit mandate, the Provider shall send to the Client a password by email. This

password serves as authentication of the Client's identity to the Provider and the Provider shall not be required to perform any further authentication of the Client's identity;

- (e) All activities conducted using the Client's SMS Services account may be traced to the Client and are deemed to have been performed by the Client and are legally binding for the Client;
 - (f) The Client shall be responsible for the content of any messages sent using the SMS Services. The Client shall use the SMS Services in accordance with all Applicable Laws and regulations (including the Direct Marketing Association's Code of Practice from time to time) and network operator requirements and shall not use the SMS Services to transmit any content which is unlawful, offensive or which could in the Provider's sole determination bring the Provider's reputation or the reputation of the SMS Services into disrepute;
 - (g) The Provider takes complaints (whether from individuals, third parties, network operators, regulators (including the Information Commissioner's Office, and any other public or enforcement authority)) relating to the Client's use of the SMS Services very seriously, and may suspend provision of the SMS Services if any such complaint is received; and
 - (h) It is advised to include its own contact details in messages sent using the SMS Services to ensure that any complaints are direct to the Client (and not to the network operator, the Provider or any third party), and the Provider reserves the right to remove telephone numbers from the SMS Services database in its sole discretion if a complaint is received with respect to that number.
5. The Client shall indemnify the Provider, its Affiliates, and their respective directors, officers, employees, agents and subcontractors against all Losses incurred by them arising out of or in connection with any use of the SMS Services by the Client or through the Client's SMS Services account other than in accordance with the terms of the Contract and Applicable Law.
6. For the purposes of Clause 1.3 of the Conditions, this Schedule 2 shall be considered Product Specific Terms and not a Schedule.

Schedule 3

Data Feed Services

1. If the Client elects to receive the Data Feed Services, and subject to payment by the Client of the Data Feed Service Fees, the Provider shall enable the Client to make available Files to the selected Portals that maintain an agreement with the Provider for this purpose. The provision of Files to a Portal is dependent upon a contract between the Provider and the third party provider of the specified Portal. The Client acknowledges that the Provider may therefore be unable to provide the Files to Portals requested by the Client if a contract with the third party provider is not in place. It is the Client's responsibility to notify the third party provider of the specified Portal when the Client wishes to start using the Data Feed Services.
2. The Provider:
 - (a) May change the specification of the Files at any time without notice to the Client;
 - (b) Does not commit to provide the Files to the Portals on any particular frequency;
 - (c) Shall not be liable for the accuracy, completeness or fitness for a particular purpose of the content of any of the Files provided by the Client;
 - (d) Reserves the right to suspend or stop providing the Files to any or all Portals at any time without notice to the Client; and
 - (e) May access and use the data contained in the Files for its own business purposes at its discretion, and the Client grants to the Provider a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable right to the Files (and any Intellectual Property Rights in the Files) for this purpose.
3. The Client:
 - (a) Warrants that it is authorised to allow the upload of the information contained in each File on to the Portals (including by having in place all necessary licences, authorisations and consents) and that it has in place a valid, enforceable, written agreement with each Portal provider before submitting Files to the Provider for transmission to the relevant Portal;
 - (b) Shall not, nor shall the Client permit any third party to, copy, reproduce, redistribute, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract or re-utilise any information made available on any Portal, whether for commercial gain or otherwise, without the prior written consent of the Provider;
 - (c) Shall not, nor shall the Client permit any third party to, reference or link (whether directly or indirectly) to any website operated by the Provider or any of its Affiliates without the prior written consent of the Provider; and
 - (d) Shall be solely responsible for the content of any Files.
4. The Provider reserves the right to charge the Client for any Files made available at a future date.
5. The Data Feed Service Fees are inclusive of one website feed. Additional Service Fees apply for any additional website feed. The Provider may review the fees payable for the Data Feed Service on an annual basis and may change such fees by giving notice to the Client.

6. The Client acknowledges that the Files may contain bugs, errors and other problems that may cause system failures. The Client acknowledges that the Files are provided on an "as is" basis without warranty of any kind (including as to accuracy, completeness and fitness for a particular purpose).
7. For the purposes of Clause 1.3 of the Conditions, this Schedule 3 shall be considered Product Specific Terms and not a Schedule.

Schedule 4

Property Information

1. Unless otherwise agreed with the Client, the Provider shall enable the Client to supply the following property information to the Portals:
 - (a) Property address;
 - (b) Property price and price qualifier;
 - (c) Property type and status;
 - (d) Number of bedrooms;
 - (e) Property description;
 - (f) Property bullet points;
 - (g) EPC data as required by legislation;
 - (h) Main property image; and
 - (i) A link back to additional images from the property recorded on the Portal.

2. This specification is under constant development and the Provider reserves the right to change the property information that may be supplied to the Portals at any time without notice to the Client.

Schedule 5

Geo Data Terms

UK Geographic Data

End User Terms for GeoData

1. General

1.1 The following additional definitions shall apply to this Schedule 5:

- (a) **"End Users"** are the companies or organisations that purchase/use the GeoData within Allies Computing Ltd's products and services; and
- (b) The **"GeoData"** may be made up from several sources:
 - (i) Ordnance Survey data © Crown copyright and database right 2015;
 - (ii) Royal Mail data © Royal Mail copyright and database right 2015;
 - (iii) National Statistics data © Crown copyright and database right 2015 (**"National Statistics Data"**);
 - (iv) Allies Computing Ltd © copyright and database right 2015; and
 - (v) Land and Property Services (**"LPS"**) © Crown copyright and database right 2015.

1.2 For the purposes of Clause 1.3 of the Conditions, this Schedule 5 shall be considered Product Specific Terms and not a Schedule.

2. Ownership And Copyright Of The GeoData

2.1 Part of the GeoData, and more specifically the National Statistics Data, contains the Office for National Statistics NSPD Open Data (**"Open Data"**). The terms which apply to this Open Data only are as follows:

- (a) At all times the copyright in the Open Data, in any format, belongs to the Crown, or have been licensed to the Crown. The following attribution statements apply to this licence which must be acknowledged when the Open Data is used:
 - (i) Contains Ordnance Survey data © Crown copyright and database right 2010;
 - (ii) Contains Royal Mail data © Royal Mail copyright and database right 2010; and
 - (iii) Contains National Statistics data © Crown copyright and database right 2010.
- (b) Any sub-licences that we grant must include the same acknowledgment, and further sub-licences must do the same.

2.2 Part of the GeoData contains data from the LPS (**"LPS Data"**). The terms which apply to this LPS Data only are as follows:

- (a) At all times the copyright in LPS Data, in any format, belongs to the Crown, or have been licensed to the Crown. The following attribution statements apply to this licence which

must be acknowledged when the LPS Data is used: Contains Land and Property Services data © Crown copyright and database right 2010.

2.3 Other parts of the GeoData are provided by Allies Computing Ltd. This data may include:

- (a) Imputed missing values;
- (b) Additional fields;
- (c) Spelling corrections; and
- (d) Missing address elements.

2.4 The Office for National Statistics has licenced Allies Computing Ltd to resell the data within its products and services.

3. Transfer Restrictions

The GeoData is licensed only to you, the End User, and may not be transferred to anyone without the prior written consent of Allies Computing Ltd. In no event may you transfer, assign, rent, lease, sell or otherwise dispose of the GeoData on a temporary or permanent basis.

4. Restrictions On Use

4.1 Access to and use of the GeoData indicates your acceptance of these terms and conditions. If you do not agree with them, you should promptly return the GeoData.

4.2 You must ensure that you do not use the GeoData in any way that suggests the Data Provider endorses you or your use of the GeoData.

4.3 You must ensure that you do not misrepresent the GeoData or its source.

4.4 End Users shall register with Allies Computing Ltd and state if the use of the GeoData is for:

- (a) external website use; or
- (b) internal use.

The End User shall also declare all other facts that may affect the licence and pricing.

4.5 The GeoData may only be used for the End Users own purposes and the provision of services to other third parties is not permitted, unless expressly authorised by Allies Computing Ltd.

4.6 End Users who would like to offer GeoData within Allies Computing Ltd's products and services to other third parties should inform Allies Computing Ltd.

4.7 End Users must comply with the relevant data protection provisions.

5. Additional Disclaimer For Office For National Statistics Data

5.1 The Office for National Statistics expressly excludes all warranties (expressed or implied) including, without limitation, implied warranties of merchantability and fitness for a particular purpose with respect to defects in the National Statistics Data. No warranty is given by the Office for National Statistics as to the accuracy and/or comprehensiveness of the National Statistics Data, or for the continued supply of the National Statistics Data.

- 5.2 In no event shall the Office for National Statistics be liable for any loss of profit and/or any other commercial damage including without limitation special, incidental, consequential or other damages.
- 5.3 This licence is covered by the laws of England and Wales.

Schedule 6

E-Signature Services

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO PARAGRAPH 4 OF THIS SCHEDULE 6.

1. If the Client elects to receive the E-Signature Services, and subject to payment by the Client of the E-Signature Service Fees (if applicable), the Provider shall provide the Client with access to the E-Signature Services.
2. In using the E-signature Services, the Client agrees that:
 - (a) It will use the E-signature Services only for lawful purposes;
 - (b) It will use the E-signature Services in accordance with the applicable Fair Use Policy, any applicable Monthly Allowances, and any overage-specific terms set out in this Contract or otherwise communicated to the Authorised User within the E-Signature Services; and for the purposes of determining whether an Elite Client's usage of E-Signature Services in any calendar month is compliant with the Fair Use Policy, usage should not exceed the higher of:
 - (i) two (2) times the number of sales and lettings transactions completed in that calendar month, plus two (2) times the number of sales and lettings instructions signed in that calendar month; or
 - (ii) five (5) envelopes per Authorised User per calendar month;
 - (c) It will not use the E-signature Services in any unlawful manner, for any unlawful purpose or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including Viruses, or harmful data, into the E-signature Services or product used to provide the E-signature Services;
 - (d) It will not use the E-signature Services in a way which will infringe any third parties' Intellectual Property Rights;
 - (e) It will not use the E-signature Services to transmit any material that is defamatory or offensive; and
 - (f) It will not use the E-signature Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.
3. The E-signature Services are provided by a third party. The Provider is not responsible for the E-signature Services and it accept no responsibility or liability for any losses that may arise out of the Client's use of the E-signature Services, including but not limited to loss of data or documents.
4. The Client acknowledges that by using the E-Signature Services, it will be responsible for ensuring that any agreements intended to be executed using the E-Signature Services ("**E-Signature Documents**") are valid and enforceable and comply with all relevant legal and regulatory requirements. The Client shall indemnify the Provider, its Affiliates, and their respective directors, officers, employees, agents and subcontractors against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal and other professional costs and expenses) suffered or incurred by them arising out of or in connection with:
 - (a) Any claim by a third party arising out of or in connection with the E-Signature Documents;

- (b) Any claim from the third party provider of the E-signature Services arising out of or in connection with the Client's use of the E-signature Services;
 - (c) Without limiting the generality of Paragraph 2(a) of this Schedule 6, any claim by any customer of the Client, or any party with whom that customer of the Client seeks to contract using the E-Signature Services, arising (whether in whole or part) out of or in connection with any agreement or relationship into which those parties enter, or intend to enter, using the E-Signature Services;
 - (d) Any other claim made by a third party arising (whether in whole or in part) out of or in connection with the Client's use of the E-Signature Services; and
 - (e) Any assistance provided under Paragraph 5 of this Schedule 6.
5. As soon as reasonably practicable following execution of an E-Signature Document, the Provider shall use reasonable endeavours to cause the applications to send a copy of the executed E-Signature Document to each of the parties with respect to whom the Client has provided a complete and accurate email address.
 6. During the Subscription Term, the Provider shall, within thirty (30) days after a reasonable request from the Client, provide the Client with a PDF copy of any E-Signature Document within the Provider's possession or control by email attachment. The Provider shall not provide any such copy to any customer of the Client, unless otherwise permitted by this Contract, required to do so by law, or approved in writing by the Client. If the Provider receives a request for a copy of any E-Signature Document from any third party, the Provider shall direct the third party to the Client.
 7. During the Subscription Term, the Provider shall, at the Client's expense, provide the Client with reasonable assistance with respect to any legal or other proceedings relating to the execution of any E-Signature Document. The Provider's obligation under this Paragraph 7 shall be limited to providing reasonable information relating to the use of the E-Signature Services by the Client and the customers of the Client and providing the Client with a copy of the relevant E-Signature Document in the Provider's possession or control. The Provider shall not be required to assist with or participate in any such proceedings if doing so would place the Provider in a position adverse to any former, current or potential customer, partner or supplier of the Provider or its Affiliates.
 8. On termination of the relevant Contract for any reason, the provisions of Clause 17.8(c) of the Conditions shall apply with respect to the E-Signature Documents.
 9. For the purposes of Clause 1.3 of the Conditions, this Schedule 6 shall be considered Product Specific Terms and not a Schedule.

Schedule 7

Acceptable Use Policy

1. The Client shall not access, store, distribute or transmit any Viruses, or any material during its use of the Services that:
 - (a) Is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) Facilitates illegal activity;
 - (c) Depicts sexually explicit images;
 - (d) Promotes unlawful violence;
 - (e) Is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) Is otherwise illegal or causes damage or injury to any person or property, and the Provider reserves the right, without liability to the Client or prejudice to its other rights, to disable the Client's access to any material that breaches the provisions of this Paragraph 1.
2. Except as permitted by law or as necessary to access and use the Services in accordance with the Contract, the Client shall not (and shall not permit any Authorised Entities, Authorised Users, or third party) to:
 - (a) Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Documentation (as applicable) in any form or media or by any means; or
 - (b) Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services except to the extent permitted by Applicable Law; or
 - (c) Access all or any part of the Services and Documentation to build a product or service which competes with the Services or the Documentation; or
 - (d) License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise deal in or commercially exploit, or otherwise make the Services or Documentation available to any third party except the Authorised Users; or
 - (e) Attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as expressly permitted under the Conditions.
3. The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and the Documentation and, in the event of any unauthorised access or use, promptly notify the Provider.

Schedule 8

Referral Services

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO PARAGRAPH 3.3 OF THIS SCHEDULE 8

1. Definitions

1.1 The following additional definitions shall apply to this Schedule 8:

- (a) **"End Customer"** means a Client's customer who is purchasing or selling a Property;
- (b) **"End Customer Data"** means personal data (as defined in the Data Protection Legislation) of the End Customer;
- (c) **"Product Provider"** means the provider of the relevant Referral Service;
- (d) **"Property"** means a residential property;
- (e) **"Referral Fee"** means the fees payable by the Provider set out in each Annex of this Schedule 8 for the relevant Referral Services; and
- (f) **"Referral Services"** means services delivered by Product Providers available via the Services from time to time.

1.2 For the purposes of Clause 1.3 of the Conditions, this Schedule 8 shall be considered Product Specific Terms and not a Schedule.

2. The Referral Services

2.1 The Client has access to the Services under this Contract. This Schedule 8 applies where the Client has elected to use the Referral Services made available through the Services.

2.2 The Client may submit End Customer Data to the Services to allow End Customers to be introduced to a Product Provider, in return for a Referral Fee payable in accordance with Paragraph 4 of this Schedule 8 and the conditions set out in the Annexes to this Schedule 8.

2.3 The Provider has no liability whatsoever to the Client for any acts or omissions of any Product Provider.

3. End Customer Data

3.1 The Client agrees that it is solely responsible for ensuring it has appropriately backed up and has copies of all End Customer Data provided to the Provider, and is able to access such End Customer Data via an alternative means if necessary.

3.2 The Client warrants that it has all the necessary consents and authority to process, access and take copies of and retain copies of any End Customer Data or information, including the right to share the End Customer Data with the Provider and for the Provider to share it with relevant Product Providers, and shall provide evidence of such consent(s) or other lawful basis to Provider on request.

3.3 The Client indemnifies the Provider, its Affiliates, and their respective directors, officers, employees, agents, Subprocessors (as defined in the Data Protection Statement) and subcontractors against all Losses arising out of or in connection with any claim by a third party in relation to the Provider's processing of End Customer Data in accordance with this Contract.

4. Referral Fee

- 4.1 The Referral Fee shall only be paid by the Provider to the Client, where the Client has provided all required information requested by the Provider in the Services ("**Referral Information**") and only in respect of a Completed Transaction.
- 4.2 Referral Fees may, at the Provider's discretion, be paid either:
- (a) as direct monetary payments to the referring party; or
 - (b) as credits applied against amounts payable by the Client for outstanding Subscription Fees.
- 4.3 The Client is responsible for:
- (a) ensuring all Referral Information is accurate and complete; and
 - (b) updating the Referral Information when necessary, including in order to comply with Annex A of this Schedule 8.
- 4.4 The Provider has no liability whatsoever to the Client for inaccuracies in or use of the Referral Information.
- 4.5 The relevant Referral Fee shall be paid by the Provider to the Client in accordance with the Annex to this Schedule 8 that is applicable to the relevant Referral Service. For the avoidance of doubt, the Referral Fee is only payable where the Referral Service is contained in an Annex to this Schedule 8.
- 4.6 Unless otherwise expressly provided in this Contract, all amounts referred to in this Contract are exclusive of VAT which, where chargeable by the Client, shall be payable by the Provider at the rate and in the manner prescribed by Applicable Law. All other taxes, duties, customs or similar charges shall be the responsibility of the Client.
- 4.7 Unless otherwise agreed in writing between the parties, the Provider must pay each valid and proper VAT invoice within sixty (60) days of the date on which the Provider receives it ("**Due Date**"). If the Provider disputes any invoice in good faith, it shall be entitled to withhold payment of the disputed amount pending resolution of the dispute but shall pay the undisputed amount in accordance with the terms of this Paragraph 4.7.
- 4.8 Unless the Provider disputes an invoice on reasonable grounds, the Client may charge interest on all sums outstanding beyond the Due Date of the relevant invoice. Such interest shall be charged from the Due Date until the date of payment (including after any judgement has been obtained) at the rate of 2% per annum above the base lending rate of the Bank of England for the time being.

Annex A

Referral Fees for Conveyancing Services

*Provision of legal conveyancing services to End Customers ("**Conveyancing Services**").*

The Client will be entitled to a Referral Fee (as set out below) in respect of each completion of the purchase of the Property by the End Customer using the Conveyancing Services (a "**Completed Transaction**").

Referral Fees

The Client may agree with the Provider a Referral Fee (inclusive of VAT) per Completed Transaction.

Payment Terms

Invoices will be raised on a monthly basis and, subject to Client agreeing to the self-billing terms set out at this Annex A), will be done via self-billing.

Each month, the Services will generate an invoice for the Client based on the number of Completed Transactions which have occurred in that month. The invoice generated will be from the Client to the Provider for payment.

The invoice will be sent to Client via email.

The Provider will pay the invoice in accordance with the provisions of Paragraph 4 of this Schedule 8.

Annex B

Self Billing Terms

In order to satisfy HM Revenue and Customs requirements, the Client agrees to the following self billing declaration.

1. This self billing declaration is valid for the Subscription Term and the Provider agrees to issue self-billing invoices for the Subscription Term.
2. The Client will not issue VAT invoices in respect of any transactions covered under the Contract.
3. The Client agrees that the Provider can issue self-bill invoices in respect of transactions covered by its self-billing arrangement under the Contract.
4. The Client agrees to provide the Provider with the Client's VAT registration number when requested by the Provider.
5. The Client must update any changes in its VAT registration position on its user page. These changes might be, for example:
 - (a) The Client VAT registration number is cancelled by HMRC;
 - (b) The Client cancels its VAT Registration; and
 - (c) The Client is issued with a new VAT number;
6. The Provider agrees to complete self-billing invoices showing the Client's name, address and VAT registration number, together with all other details which constitute a full VAT invoice.
7. The Provider agrees to make a new self-billing agreement in the event that the Client VAT registration number changes.
8. The Provider agrees to inform the Client if the issue of self-billed invoices will be outsourced to a third party.

Schedule 9

Portal Services

1. If the Client elects to use the consumer portal which includes the products and services made available through the consumer portal ("**Portal Services**"), and subject to the Client complying with these terms and conditions, the Provider shall provide the Client with access to the Portal Services.
2. The Provider does not guarantee that the Portal Services, or any content on it will always be available, uninterrupted or error free. The Client acknowledges that the Portal Services are provided on an "as is" basis without warranty of any kind (including as to accuracy, completeness and fitness for a particular purpose).
3. The Provider may suspend, withdraw or restrict the availability of all or any part of the Portal Services at any time. The Provider is not liable for any lack or loss of functionality of the Portal Services, including but not limited to the loss of any documents or contact details contained on the Portal Services.
4. The Client is responsible for checking and verifying that all documents it receives and sends via the Portal Services are accurate and complete. The Provider is not liable for the accuracy or completeness of any documents or information the Client receives through the Portal Services, including but not limited to references.
5. The Client warrants that it is authorised to allow the upload of the information contained in all documents it uploads to the Portal Services (including by having in place all necessary licences, authorisations and consents).
6. The Client is responsible for ensuring that all persons who access the Portal Services through its internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.
7. The Portal Services are subject to fair and reasonable use by the Client. The Provider shall apply restrictions in its absolute discretion. In the event of the Client's breach of any restrictions the Provider may terminate or suspend the Client's use of the Portal Services, remove or edit any submissions, disclose submissions or any other communication by the Client to law enforcement authorities, or take any action the Provider considers necessary to remedy the breach.
8. In order for the Client to be able to use the Portal Services for a potential tenant, landlord, buyer, seller and/or guarantor, all of the parties applicable for the relevant transaction must each create their own account. If one or more of these individuals (as applicable) elects not to create an account, then the Client will need to use an alternative method to proceed with the transaction.
9. For the purposes of Clause 1.3 of the Conditions, this Schedule 9 shall be considered Product Specific Terms and not a Schedule.

Schedule 10

Customer Referral Programme

1. Eligibility

- 1.1 Participation in the Customer Referral Programme is open to all current customers (“**Referrers**”). Referrers and prospective customers (“**Referees**”) must provide accurate information at point of referral.

2. Referral process

- 2.1 Referrers can refer Referees by passing on the referral form for them to complete. This form can be found at <https://www.altosoftware.co.uk/customer-referral/> (as may be updated from time to time).
- 2.2 The referral form requires details of both the Referrer and the Referee.

3. Reward details

- 3.1 The Referrer will not receive any reward just for the Referee submitting a form. Once the Referee signs up to use the Services and has gone through the installation period, the Referrer will receive a credit on their account. The credit amount is calculated by the equivalent cost of the Referee’s first month.
- 3.2 Once the Referee has gone through the installation period, their first month on the Services is free.

4. Additional terms

- 4.1 The Provider has the right to amend, terminate or suspend the Customer Referral Programme at any point, at its discretion.
- 4.2 The Referrer must be a current customer with an active licence for the Services.
- 4.3 The Referee must be a new customer and not have a current or previous account for any of the Services, this includes other branches of a multi-branch agency.
- 4.4 There is no limit to the number of referrals a Referrer can make.
- 4.5 For the purposes of Clause 1.3 of the Conditions, this Schedule 10 shall be considered Product Specific Terms and not a Schedule.

Schedule 11

Prospecting Services

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO PARAGRAPH 4 OF THIS Schedule 11

1. The Prospecting Services are provided by a third party. The Provider is not responsible for the Prospecting Services and it accepts no responsibility or liability for any losses that may arise out of the Client's use of the Prospecting Services.
2. By using the Prospecting Services, the Client agrees to the third party's terms and conditions available at <https://sprift.com/terms-and-conditions/> or as may be updated from time to time (the "EULA").
3. The Client's use of the Prospecting Services is subject to payment by the Client of the Prospecting Service fees.
4. The Client shall indemnify the Provider, its Affiliates, and their respective directors, officers, employees, agents and subcontractors against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal and other professional costs and expenses) suffered or incurred by them arising out of or in connection with:
 - (a) any claim from the third party provider of the Prospecting Services arising out of or in connection with the Client's use of the Prospecting Services and/or breach of the EULA; and
 - (b) any other claim made by a third party arising (whether in whole or in part) out of or in connection with the Client's use of the Prospecting Services.
5. For the purposes of Clause 1.3 of the Conditions, this Schedule 11 shall be considered Product Specific Terms and not a Schedule.

Schedule 12

Identity Check Services

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO PARAGRAPH 2.7 OF THIS SCHEDULE 12

1. Definitions

The following additional definitions shall apply to this Schedule 12:

"AML Checks" means Verification Checks comprising of anti-money-laundering checks, including verification, screening and other checks performed for the purposes of complying with applicable anti-money-laundering and financial crime legislation;

"Identity Checks" means Verification Checks comprising of identity verification checks, including identity validation, document verification and related checks performed by the relevant third-party provider;

"Other Verification Checks" means all Verification Checks other than Identity Checks and AML Checks; and

"Verification Checks" means any verification, identity, anti-money-laundering, title, source-of-funds or similar checks made available to the Client through the Identity Check Services or any other Services.

2. Product Specific Terms

2.1 The Identity Check Services enable the Client to submit or initiate various Verification Checks. In using the Identity Check Services, the Client accepts the terms applicable to such services and agrees that it shall use the E-signature Services in accordance with the applicable Fair Use Policy, any applicable Monthly Allowances and any overage-specific terms set out in this Contract.

2.2 Only Identity Checks and AML Checks form part of any inclusive Monthly Allowance included within the Client's Subscription Services. All Other Verification Checks are not included within any Monthly Allowance and shall be chargeable on a per-usage basis at the Provider's then-current rates or, where applicable, the rates notified by the relevant third-party provider together with additional Provider administrative fees included in addition.

2.3 The Identity Check Services are provided by a third party. The Provider is not responsible for the Identity Check Services, and it accepts no responsibility or liability for any losses that may arise out of the Client's use of the Identity Check Services, including but not limited to loss of data or documents.

2.4 If the Client elects to receive the Identity Check Services, and subject to payment by the Client of the Identity Check Service fees and the Client agreeing to the third party provider's terms and conditions, available at: <https://www.thirdfort.com/terms/terms-of-use/> or as may be updated from time to time ("**Identity Check TOS**"), the Provider shall provide the Client with access to the Identity Check Services. For the avoidance of doubt, if the Client terminates the Identity Check TOS in accordance with its terms, the Client will still be liable for the fees for the Identity Check Services unless and until terminated in accordance with these Conditions.

2.5 In order for the Client to be able to use the Identity Check Services the Client's customer must set up an Alto consumer portal account ("**Alto Consumer Portal**"). If the relevant customer does not create an account, then the Client will need to use an alternative method to proceed with the identity checks.

- 2.6 The Client is responsible for ensuring it has all required consents of the potential tenant, landlord, buyer, seller and/or guarantor, who will be using the Identity Check Services via the Alto Consumer Portal, including any required by Data Protection Legislation.
- 2.7 In addition to any other indemnities given by the Client, the Client shall indemnify the Provider, its Affiliates, and their respective directors, officers, employees, agents and subcontractors against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal and other professional costs and expenses) suffered or incurred by them arising out of or in connection with:
- (a) any claim by any customer of the Client out of or in connection with use of the Identity Check Services;
 - (b) any other claim made by a third party arising (whether in whole or in part) out of or in connection with the Client's use of the Identity Check Services; and
 - (c) any claim by the third party provider that the Client has breached the Identity Check TOS.
- 2.8 The Provider shall store a copy of the output of the Identity Check Services provided to it. During the Subscription Term, any Identity Check Services outputs will be available to the Client via their Alto Consumer Portal. For the avoidance of doubt, the Provider stores the Identity Check Services outputs on behalf of the Client. If the Provider receives a request for a copy of any output from the Identity Check Services from any third party, the Provider shall direct the third party to the Client.
- 2.9 On termination of the relevant Contract for any reason, the provisions of Clause 17.8(c) of the Conditions shall apply with respect to the Identity Check Services outputs.
- 2.10 For the purposes of Clause 1.3 of the Conditions, this Schedule 12 shall be considered Product Specific Terms and not a Schedule.

Schedule 13

Tiered Pricing

1. The following terms are applicable where the Order states:
 - (a) the Provider's tiered pricing for certain Services applies; and
 - (b) this Schedule 13 applies.
2. The Provider operates tiered pricing and details of what is included in the tiers of the Provider's Service offerings (each, a "**Tier**") is set out in the relevant Product Specific Terms or the Order.
3. The Tier selected by the Client and the pricing for the Tier is shown on the Order.
4. A Service may only have one Tier applied at any time. The Client may not operate mixed Tiers within the same Service. For the avoidance of doubt, different Services procured by the same Client may have different Tiers.
5. Subject to payment of any additional Service Fees, the Client may upgrade to a higher Tier by agreement in writing with the Provider at any time during the Subscription Term. Unless otherwise agreed, the upgrade shall take effect from:
 - (a) the first calendar day of the next billing period; or
 - (b) the date confirmed by the Provider in writing,and fees shall be pro-rated (where applicable).
6. The Client may only downgrade to a lower Tier with effect from the start of the next Extension Term and must give the Provider not less than ninety (90) days' prior written notice before the end of the then-current Initial Subscription Term or Extension Term (as applicable) of its request to do so.
7. The Provider reserves the right to convert the Client to its standard pricing offering in the event the pricing for the Tier is retired.
8. For the avoidance of doubt, Clause 8.2 of the Conditions will apply to the payment of the Tiers.
9. If the Client has been invited to join the Trial (as defined in Schedule 14) then Schedule 14 will apply instead.
10. The Provider may update or amend the pricing, structure, composition, features, limits or discount levels for any Tier from time to time in accordance with Clause 1.4 of the Conditions by publishing an updated version on the Provider Website(s). Any such amendment shall take effect upon publication on the Provider Website(s) unless otherwise stated.

Schedule 14

Tiered Pricing Trial Terms

1. This trial allows the Client to switch from their existing pricing to a new tiered pricing system for their Subscription Services, as set out in Schedule 13, and will commence on the date agreed between the Client and Provider ("Start Date") and ends three (3) months after the Start Date (the "Trial").
2. Details of what is included in the selected Tier (as defined in Schedule 13) will be notified to the Client by the Provider.
3. The pricing for the Trial will be made available to the Client by the Provider in writing.
4. During the Trial the Client can move up a Tier by agreement in writing with the Provider and the payment of additional fees as applicable, but cannot move down a Tier.
5. In order to receive the Trial the Client must:
6. be a Client with one or more Subscriptions Services; and
7. be invited to join the Trial by the Provider.
8. In addition to the above, the Client may be required to provide feedback on the Trial in order for the Provider to capture testimonials and be invited to pilot workshops.
9. At the end of the Trial the pricing paid for relevant Subscription Services will revert to the pricing paid for the Subscription Services prior to the Trial.
10. The Trial is non-transferable to another party and there is no cash alternative available for this Trial.

Schedule 15

Data Processing Statement

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO PARAGRAPH 8.6 OF THIS SCHEDULE 15

1. Scope And Definitions

1.1 This Data Processing Addendum ("**DPA**") is incorporated into the Contract and sets forth the obligations of the parties to ensure compliance with the provisions of the Data Protection Legislation, in relation to all processing of Personal Data for the Services.

1.2 The following definitions apply in this Schedule 15, otherwise terms shall have the meaning given to them in the Contract:

- (a) "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**," "**Subprocessor**" and "**Processing**" (and "**Process**") shall have the meanings given in Data Protection Legislation;
- (b) "**Criminal Offence Data**" means Personal Data concerning criminal allegations, proceedings or convictions;
- (c) "**Data Protection Legislation**" means any applicable privacy and/or data protection laws as they apply to either party or the Services, including (without limitation) the EU GDPR, UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), the Data (Use and Access) Act 2025, and any other legislation or regulations in the United Kingdom ("**UK**") relating to the processing of personal data and/or privacy, including any guidance or codes of practice issued by the UK's Information Commissioner's Office ("**ICO**") or any other relevant supervisory authority, in each case as may be amended, replaced or superseded from time to time;
- (d) "**EU GDPR**" all EU regulations or other legislation applicable (in whole or in part) to the processing of personal data (such as Regulation (EU) 2016/679);
- (e) "**Restricted Transfer**" means:
 - (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area ("**EEA**") to a country or territory outside of the EEA which is not subject to an adequacy determination by the European Commission or an approved certification scheme is not in place; and
 - (ii) where the UK GDPR applies, a transfer of personal data from the UK to any other country or territory which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018 or where the transfer is not reliant on a certification scheme approved by the ICO.
- (f) A transfer will not be considered a Restricted Transfer where the Data Protection Legislation does not require additional safeguards or an approved transfer mechanism to be put in place;
- (g) "**Special Category Personal Data**" means data relating those certain characteristics which are protected characteristics under the Equality Act 2010;
- (h) "**Standard Contractual Clauses**" means:

- (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); and
 - (ii) where the UK GDPR applies, the EU Commission Standard Contractual Clauses issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 together with the International Data Transfer Agreement or the UK Addendum; and
- (i) "**UK GDPR**" means the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of domestic law in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the UK or a part of the UK from time to time).

2. Relationship Of The Parties

- 2.1 The parties agree that the Provider and the Client are separate and independent Controllers of the following Personal Data: business contact information including names, addresses, job titles, telephone numbers, email addresses and bank account information for the purposes of account and client management including, but not limited to, contractual engagement, invoicing and billing and direct B2B marketing. To the extent that the Provider and the Client are separate and independent Controllers, they shall each comply with their own obligations under Data Protection Legislation.
- 2.2 The parties agree that the Client instructs the Provider to Process the Personal Data described in Annex A of this DPA on its behalf ("**Client Personal Data**"). In respect of such Processing of Client Personal Data, the Client shall be the Controller and the Provider shall be a Processor save as set out in Clause 2.3 below. The Provider will Process Client Personal Data on behalf of the Client in accordance with Annex A of this DPA, and in compliance with Data Protection Legislation including but not limited to Article 28 of the UK GDPR.
- 2.3 The parties agree the Provider shall be a Controller in respect of the Processing of Personal Data of the Client and Authorised Entities' customers or potential customers it obtains when providing the Provider's own products and services; for Personal Data collected directly from Data Subjects or via any other means other than from the Client for the purposes of providing the Services or otherwise and for the Portal Services detailed in Schedule 9. The Provider does not act on the instructions of the Client, and the Provider shall determine the means and purpose for Processing of Personal Data.

3. Responsibilities Of The Parties

- 3.1 Where a party is a Controller under Clause 2.2, it shall be responsible for:
- (a) Ensuring Personal Data is not irrelevant or excessive with regard to the purposes for which it is being shared or processed;
 - (b) Ensuring the Personal Data it provides to the other party is accurate and up to date;
 - (c) Ensuring Special Category Personal Data and Criminal Offence Data is not shared between the parties unless required for the Services;
 - (d) Ensuring the rights of Data Subjects are complied with and statutory timescales met, and if one of the Controllers receives a request or inquiry from a Data Subject regarding

matters covered by another Controller's responsibilities, the request shall be forwarded to that Controller without undue delay;

- (e) Ensuring that Personal Data is erased and no longer processed when it is no longer necessary to meet the purpose of the Processing for the Services;
- (f) Ensuring that any Personal Data is securely destroyed when no longer necessary for the purposes of the Services and/or where not required to be retained for a further lawful purpose;
- (g) Ensuring that it has a valid lawful basis under Article 6 (and where required, Article 9) of the UK GDPR for Processing of Personal Data including meeting the right to be informed, the obtaining of consent, and providing of privacy notices if required (and in the case of the Client, the Client shall ensure that these obligations are met in respect of any artificial intelligence Processing as part of the provision of the Services);
- (h) Ensuring its compliance with the requirement in Article 35 of the UK GDPR on data protection impact assessments. Where a type of Processing in particular using new technologies, and taking into account the nature, scope, context and purposes of the Processing is likely to result in a high risk to the rights and freedoms of Data Subjects, Controllers must, prior to the Processing, carry out an assessment of the impact of the envisaged Processing operations on the protection of Personal Data;
- (i) Complying with their obligation to report a Security Incident (defined herein) without undue delay and no later than seventy-two (72) hours after becoming aware of the Security Incident to the ICO or appropriate supervisory authority and (where applicable) Data Subjects under the Data Protection Legislation, and where reasonable, shall each inform the other party without undue delay of any Security Incident irrespective of whether there is a requirement to notify the ICO or any supervisory authority or Data Subject(s);
- (j) Compliance with the requirement for security of Processing in Article 32 of the UK GDPR;
- (k) Providing the other party on written request, a list of relevant Subprocessors, and any intended changes concerning the addition or replacement of Subprocessor(s) where previously agreed in writing between the Parties, and will remain liable for the acts and omissions of its agents, contractors, subcontractors, Subprocessors, employees and members of its group as if they were its own;
- (l) Assisting each other to the extent this is relevant and necessary in order:
 - (i) for both parties to comply with their obligations to the Data Subjects; and
 - (ii) to facilitate the handling of any Security Incident in an expeditious and compliant manner; and
- (m) Shall only, and it shall procure that any Processors or Subprocessor(s) shall only, transfer or otherwise Process Personal Data pursuant to this DPA outside the UK or the EEA where the exporting party complies with Clause 4 below.

3.2 To the extent that the Provider processes Client Personal Data, as Processor under Clause 2.2 for purposes detailed in Annex A of this DPA, the following shall apply:

- (a) Controller shall not disclose any Special Category Personal Data, Criminal Offence Data or Client Personal Data to Processor unless required for the Services;

- (b) The Processor shall Process Client Personal Data as necessary for the purposes set out in Annex A of this DPA or in accordance with the Controller's reasonable instructions and shall not Process the Client Personal Data for any other purpose or in any other manner, unless lawful to do so, or so required by English law to which parties are subject;
- (c) The Processor shall inform the Controller if, in its opinion, any instruction of the Controller infringes applicable Data Protection Legislation and provide all reasonable information to the Controller that demonstrates compliance by Processor with the Data Protection Legislation;
- (d) Processor shall use reasonable endeavours to:
 - (i) ensure that any person that it authorises to Process the Client Personal Data (including Processor's staff, agents and Subprocessors) (an "**Authorised Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty);
 - (ii) to not permit any person to Process the Client Personal Data who is not under such a duty of confidentiality; and
 - (iii) ensure that all Authorised Persons Process the Client Personal Data as necessary for the purposes set out in Annex A of this DPA;
- (e) Processor shall implement appropriate technical and organisational measures, which may be updated from time to time, to protect the Client Personal Data from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access resulting in a risk to the confidentiality, integrity or availability of the Client Personal Data (a "**Security Incident**"). The Processor shall use reasonable endeavours that such measures and controls ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Client Personal Data to be protected;
- (f) The Controller gives the Processor a general authorisation to engage third party Subprocessors to Process Client Personal Data provided that:
 - (i) The Processor can provide the Controller with details of such Subprocessors on written request of the Controller;
 - (ii) The Processor imposes data protection terms on any Subprocessor it appoints that protect the Client Personal Data, in substance, to the same standard provided for in this DPA;
 - (iii) The Processor shall provide Authorised Persons with access to the Client Personal Data only as is necessary to enable delivery when Processing for the purposes as set out under Annex A of this DPA;
 - (iv) The Processor remains liable for any breach of this DPA that is caused by a proven negligent act, error or omission of its Subprocessor; and
 - (v) The Subprocessor, where required, Processes Client Personal Data pursuant to this Schedule 15 outside of the UK or the EEA in compliance with Clause 4;

- (g) The Processor shall provide all reasonable assistance to the Controller at the Controller's expense, where permitted by law, including without limitation:
- (i) to enable the Controller to respond to any request from a Data Subject to exercise any of its rights under Data Protection Legislation (including its rights of access, correction, objection, and erasure, as applicable);
 - (ii) to enable the Controller to respond to any other correspondence, enquiry or complaint received from a Data Subject, regulator, statutory authority or other third party in connection with the Processing of the Client Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to the Processor, the Processor shall promptly inform the Controller, where reasonable, providing details of the same;
 - (iii) to assist with data protection impact assessments and mitigate risks to data protection compliance where relevant to the Services;
 - (iv) meeting the right to be informed where lawfully required; and
 - (v) consulting with supervisory authorities (including the ICO);
- (h) Upon becoming aware of a Security Incident likely to cause harm to the rights and freedoms of Data Subjects, and concerning Client Personal Data as detailed in Annex A of this DPA, Processor shall inform the Controller without undue delay about any failure in security measures and shall provide the Controller where reasonable and possible with a description of the Security Incident, and the type of Personal Data that was the subject of the Security Incident, as soon as such information can be collected or otherwise becomes available, as well as reasonable periodic updates to this information and any other information the Controller may reasonably request relating to the Security Incident. All actions taken by the Processor will be at the reasonable cost of the party responsible for causing the Security Incident;
- (i) The parties agree that during the provision of the Services for the purposes as set out under Annex A of this DPA, the Controller instructs the Processor to delete Client Personal Data in accordance with the Processor's policies. Upon termination or expiry of the Services, the Processor shall, where reasonable to do so (at the Controller's election and cost), destroy or return to the Controller Client Personal Data processed for the purposes set out under Annex A of this DPA. This requirement shall not apply to the extent:
- (i) that the Processor may lawfully retain or use Personal Data; or
 - (ii) is required by Applicable Law to retain some or all of the Client Personal Data in which event the Processor shall protect the Client Personal Data from any further Processing except to the extent required by such law until erasure is possible; and
- (j) The Processor shall allow the Controller, its employees or authorised agents upon reasonable prior written notice to the Processor of at least sixty (60) days, reasonable access to any relevant premises, resources and employees of the Processor or its Subprocessors where possible, used in connection with the provision of the Services for the purposes set out under Annex A of this DPA, during normal business hours, to inspect compliance with this DPA during the term of the DPA.

- 3.3 The parties agree:
- (a) When using a third party to provide services to the Client, the Client authorises the Provider to transfer Client Personal Data to the third party as required to provide those services; and
 - (b) The Client hereby instructs the Provider to carry out marketing activities on the Client's behalf where required to perform or promote the Services, and to perform or promote other products and services provided by the Provider relevant to the Client or Services. The Client warrants that they have a legal right to store its contact base within the Service and that any marketing or other required consents, authorisations and confirmations appended to the contact database or within related products or services provided by the Provider are up to date and correctly ascribed to the email addresses, consumer or property to which they relate, for the duration of the provision of the Services hereunder.

4. International Transfers

- 4.1 The Parties agree that when the transfer of Personal Data from the Client to the Processor is a Restricted Transfer parties shall enter into the Standard Contractual Clauses.
- 4.2 Where relying on Standard Contractual Clauses, a party may subject the other party to meet additional safeguards such as the European Data Protection Board supplementary measures recommendations.
- 4.3 In the event that the ICO or any other relevant supervisory authority decision which authorises the transfer of the Personal Data outside the UK or EEA is held to be invalid or any supervisory authority requires the transfers of Personal Data to be suspended, then parties may, at their discretion, require the exporting party where reasonable to:
- (a) ensure that transfers of Personal Data are forthwith ceased; or
 - (b) require the exporting party to promptly cooperate to facilitate the use of an alternative data transfer mechanism that will permit parties to continue to benefit from the Services in compliance with Data Protection Legislation.
- 4.4 A party shall not participate in (and not permit any Subprocessor to participate in) any Restricted Transfer unless it has taken such measures as are necessary to ensure the Restricted Transfer is in compliance with Data Protection Legislation.

5. Direct Marketing

- 5.1 If the parties Process Personal Data for the purposes of B2B direct marketing for the purposes set out in Clause 2.1, each party shall ensure that:
- (a) The appropriate consents and/or notices are in place to allow the Personal Data of the Data Subject to be used for the purposes of B2B direct marketing in compliance with the Data Protection Legislation; and
 - (b) Effective procedures are in place where reasonable to allow the Data Subject to "opt-out" from having their Personal Data used for such B2B direct marketing purposes.
- 5.2 The Client acknowledges and agrees that the Provider may offer, present or otherwise make available to the Client opportunities relating to the Provider's and/or third parties' products or services that the Provider considers relevant to the Client or the Services, and may contact the Client for such purposes using the Client's business contact information. The Client may opt out of

such marketing at any time in accordance with Applicable Law. The Client must ensure the Client's employees read and agree to the Provider's privacy notice found at <https://www.altosoftware.co.uk/privacy-policy> as updated from time to time. The Client and Client's employees may opt out of marketing at any time in accordance with Applicable Law.

6. Term And Termination

6.1 This DPA will remain in full force and effect so long as:

- (a) The Contract remains in effect; or
- (b) Either party retains any of the Personal Data related to the Contract in its possession or control.

6.2 Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the Contract in order to protect the Personal Data will remain in full force and effect.

6.3 The Client's failure to comply with the terms of this DPA is a material breach of the Contract. In such an event, in accordance with Clause 16 of the Contract, the Provider may terminate the Contract or any part of it by written notice to the other party without further liability or obligations to the other party.

6.4 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of the Contract, the parties may agree to suspend the Processing of the Personal Data until that Processing complies with the new requirements. If the parties are unable to bring the Personal Data Processing into compliance with the Data Protection Legislation within sixty (60) days, either party may terminate the Contract immediately or within thirty (30) working days on written notice to the other party.

7. Changes To The Applicable Law

If any change in Data Protection Legislation results in this DPA no longer containing adequate provisions for the parties' protection, the parties shall negotiate in good faith to review the DPA in the light of the new or changed legislation.

8. Authorised Entities

To the extent that Client enters into this DPA for the benefit of an Authorised Entity, and such Authorised Entity is the Controller of the Personal Data processed by the Provider pursuant to the Contract, the following terms shall apply:

8.1 The Client warrants that it is authorised to represent the Authorised Entity and is entering into this DPA on the Authorised Entity's behalf.

8.2 A reference in this DPA to 'Client' shall be construed as meaning:

- (a) The Client, to the extent it is itself a Controller of Personal Data processed by the Provider pursuant to the Contract; and
- (b) Each Authorised Entity that is a Controller of Personal Data processed by the Provider pursuant to the Contract ("**Authorised Entity Data**") as such Authorised Entity is represented by the Client;

- 8.3 Any instructions, whether such instructions are set out in the Contract, the DPA or otherwise, from the Client to the Provider in relation to Authorised Entity Data ("**Instructions**") shall reflect the instructions of the relevant Authorised Entity and the Provider shall be entitled to act on such Instructions as if they had been received directly from such Authorised Entity;
- 8.4 Client in entering into this DPA, acts on the instructions of the Authorised Entity and has the necessary authorisations and consents to make decisions in relation to the Processing of any Personal Data of an Authorised Entity processed by the Provider pursuant to the Contract, including under the terms of this DPA;
- 8.5 Client shall procure that each Authorised Entity:
- (a) Complies with the obligations of the Client under this DPA as if the Authorised Entity were the Client; and
 - (b) Exercises any audit right, right to receive information and rights to assistance under this DPA through the Client that is a party to the Contract and shall not itself exercise such rights.
- 8.6 Client indemnifies the Provider from and against all Losses suffered or incurred by the Provider with respect to the Processing of any Personal Data for which an Authorised Entity is the Controller, where such Processing is carried out on and in accordance with the instructions of Client, including in accordance with its obligations under the Contract and provided that this indemnity shall not apply to Losses incurred by the Provider to the extent they arose as a direct result of the negligent act or omission or breach of the Contract by the Provider.

Annex A – Data Processing Description

Categories of Data Subjects:

Client and Authorised Entities' customers and potential customers.

Types of Personal Data:

Any Personal Data provided to the Provider for the Purposes of the Processing as set out below in this Annex A such as name, contact information, date of birth, address and status of property transaction, marketing preferences. For the avoidance of doubt, this data will only be considered Personal Data where that data relates to an identifiable individual.

Any Special Category Personal Data or Criminal Offence Data as required to be processed for the Purposes of the Processing as set out here below in this Annex A, such as Personal Data processed for the purposes of anti-money laundering checks and health data.

Purpose(s) of the Processing:

Where acting on the instructions of the Client for the performance of providing a customer relationship management solution incorporated as part of the Services under this Contract. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:

Subject to any terms within the Contract, lawful business purpose or compliance with applicable English law, the duration of the Contract and up to ninety (90) days thereafter.

Schedule 16

The Letting Centre EULA

EULA

Parties: This Agreement is made between:

- (1) **Vebra Solutions Limited** (hereinafter referred to as the "**Provider**")

and
- (2) the **End User** of The Letting Centre Tenancy Agreements and related documents as supplied under licence by the Provider.

Licensed Products: This Agreement relates to the supply of tenancy agreements and related documents (referred to as the "**Forms**") as detailed in Schedule 1 to this End User Licence Agreement or as otherwise published by the Provider (document titled "**EULA Schedule 1: Letting Centre Forms and Agreements**")

Licence Period: *This licence is valid for a minimum period of one year. The licence is renewable by payment of a further annual or monthly licence/update fee (at the current rate published by the Provider and The Letting Centre).*

"**The Letting Centre**" means The Letting Centre Ltd whose registered address is Old Vicarage, 110 Withycombe Village Road, Exmouth, Devon, EX8 3AG.

"**End User**" means any customer of the Provider who has received copies of the Forms. You, the entity receiving the Forms will be hereinafter referred to as the "**End User**".

As a customer of the Provider, your software package may include tenancy agreements, forms and related documentation provided by The Letting Centre (the "**Forms**"). These Forms are copyright and your use of the Forms is governed by the terms of this End User Licence (the "**Terms**").

These Terms form a legally binding agreement between you and the Provider.

It is agreed as follows:

1. Licence Duration.

- 1.1 This Agreement is valid for an initial licence period of one year on purchase of the appropriate initial licence from the Provider (the Licence Period). This period shall be deemed to start on the date of the invoice for the Forms from the Provider to the End User, or on the date of supply of the Forms, whichever is sooner.
- 1.2 The Licence Period may be extended by payment of a further annual or monthly licence update fee (see section below – 'Revision and Support Service').

2. Copyright Terms.

- 2.1 The Forms are protected by copyright laws and shall be treated like any other copyrighted material. The End User shall have no rights over the use of the copyright material save for those specified by this Agreement.
- 2.2 The End User may only use and reproduce the Forms as part of the operation of a property management software product supplied by the Provider.

- 2.3 No part or parts of the Forms may be stored in any retrieval system, or reproduced or transmitted in any form by means of electronic, mechanical or reprographic reproduction or recording or otherwise without a current licence agreement or other prior written agreement from the Provider.
- 2.4 No Forms may be stored, published or used in any form on the End User's website without prior written agreement from The Letting Centre.
- 2.5 The Forms may only be stored, reproduced or used within the letting or property management business by The End User at the business address specified on the invoice for the Forms for the period of the licence, subject to the other terms and conditions contained in this licence. An End User who wishes to store and reproduce the Forms at or from several business addresses (i.e. a multi-branch business) will be required to purchase an additional licence for each business address where the Forms are to be stored, used or reproduced.
- 2.6 The user of the Forms supplied shall always be the End User. This means that the End User shall not reproduce, duplicate, resell, licence, loan or otherwise trade or distribute the Forms in any format or manner except as allowed under these Terms.
- 2.7 The End User shall reproduce and include the copyright notice (e.g. © The Letting Centre 2025) on any copy or reproduction (whether in whole or in part) of the Forms used or supplied.
- 2.8 Should the End User cease trading or agree to a sale or transfer of its business assets, then the End User may apply to the Provider to have this Licence Agreement transferred to a third party. The End User should make an appropriate application in writing to the Provider and identify the parties (seller and buyer). Applications shall not be unreasonably withheld and an administration fee may apply.
- 2.9 The Provider reserve the right to audit the End Users' data for copyright infringement and pass on its findings to The Letting Centre.

3. Updates and Revisions.

- 3.1 The Letting Centre will provide Standard Updates of the Forms on a regular basis which will normally be collected together and issued as a single main revision within the annual update cycle and made available by the Provider to the End User during the Licence Period.
- 3.2 Standard Updates are generally scheduled to take place annually during the second quarter of each year but the schedule may vary according to introduction dates of new legislation and the nature of the updates required.
- 3.3 Where there are critical changes required (most frequently as a result of changes to law or legislation) during the licence period, Urgent Updates will be issued as soon as possible by The Letting Centre, subject to receiving sufficient notice from the statutory authorities (if any). Urgent Updates should be implemented as soon as possible after they are issued by the Provider. Neither the Provider nor The Letting Centre will be responsible for any act, omission or liability that occurs where the End User has not implemented the required changes to the Forms following an Urgent Update, or where the End User continues to use older versions of any updated Forms.

4. User Modifications.

- 4.1 The End User may modify or customise the Forms at its own risk.
- 4.2 Such modification shall be subject to copyright law. Provided the modified document contains substantial parts of the original copyrighted material, this means that the modified documents are still governed by copyright rules and it is important that the End User shall continue to identify The

Letting Centre as owner of the copyright material by inclusion of the appropriate copyright notices – see clause 2.7.

- 4.3 It is important that the End User carries out its own independent legal checks where the End User modifies the Forms.

5. Fit for Purpose Warranty.

- 5.1 The Provider warrants that the Forms supplied have been professionally prepared and checked using reasonable care and skill. However, it must be stressed that their safe use requires that they are used correctly by any End User and that the End User should have an adequate knowledge of the law of landlord and tenant in order to draft the Forms as part of any professional service provided by the End User, or has sought legal advice in relation to the same. The guidance notes which accompany the Forms provide guidance on how they may be correctly used. The Provider cannot be responsible for the use of individual Forms in individual cases and therefore it is the End Users' responsibility for ensuring that any Forms issued are legally correct.

- 5.2 This warranty is limited to a duration of twelve months from the start of the licence period (see clause 1.1). After this time, users are required to subscribe to the Revision and Support Service for these Forms in order to extend their support and warranty under this licence.

6. Indemnity.

- 6.1 The End User accepts that the Forms supplied by the Provider are to be used with adequate prior knowledge of the law of landlord and tenant and indemnifies the Provider against any debts, claims or other liabilities that may occur through their use or misuse.

- 6.2 The Provider shall not be liable for any loss, consequential or otherwise (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the misuse of the Forms. In particular, the Provider shall not be liable in the following situations:

- (a) Where the claim arises from the End User whose use constitutes a breach of these End User licence terms
- (b) Where the End User is not using the latest revision of the Forms as published by the Provider, or where the End User has not subscribed to the annual updates
- (c) Where the End User has amended the Forms in any way
- (d) Where the End User has not followed the published recommendations and guidance specified in the Guidance and Drafting Notes for that individual Form. The Drafting Notes which accompany the Forms provide guidance on how they may be correctly used, but are no substitute for legal advice.
- (e) Where the End User has caused the Safety Notices to be deleted from the final document as distributed
- (f) Where the User has issued, copied or otherwise used the Forms for the benefit of a third party in contravention of the EULA.
- (g) Where the User has not sought legal advice in accordance with clause 5.1 above.
- (h) Where a claim has arisen due to the User having continued to use the Forms after this Agreement has been terminated in accordance with clause 9 below.

7. Sole Responsibility.

The End User is solely responsible for any breach of its obligations under these Terms and for the consequences (including any loss or damage that the Provider may suffer) of any breach.

8. Acceptance.

You can accept the terms in this Agreement (the "**Terms**") by:

- (a) Clicking to accept the Terms, where this option is made available to you by the Provider; or
- (b) By actually using the Forms. In such case, you agree that the Provider will treat your use of the Forms as acceptance of the Terms at this point.

9. Ending your Licence Agreement.

9.1 This Agreement is granted for the minimum Licence Period and the End User is responsible for paying the full licence fee during the Licence Period.

9.2 Where the Licence Period has been extended by payment of a further annual or monthly licence extension fee either party may terminate this Agreement during the extended period by giving three months' written notice.

9.3 The Provider may, at any time, terminate its legal agreement with the End User if the End User has breached any of the Terms in this Agreement, or if the Provider has terminated its legal licence of these Forms with The Letting Centre.

9.4 Once this licence has terminated (either through express termination or via the effluxion of time) and no replacement or extension to this licence has been agreed, the End User agrees to stop using any of the Forms or any similar versions derived from the Forms after the termination date, and to delete all the supplied template Forms from any storage device or computer system within the control of the End User.

10. General Legal Terms.

This Agreement shall form the basis of any contract between the Provider and the End User and supersedes any previous agreement made between the parties. No servant or agent of the Provider has power to vary these conditions orally or in writing or to make representations or promises about the condition of the goods, their fitness for any purpose or any other matter whatsoever.

11. Changes to the Terms.

11.1 The Provider may make changes to the Terms of this Agreement from time to time, and will notify the End User of such changes.

11.2 The End User understands and agrees that, by using the Forms after the date on which the EULA Terms have changed, the Provider will treat this use as acceptance of the updated EULA Terms.

12. Support.

12.1 Neither the Provider nor any servant or agent of the Provider offer any legal support or advice on the Forms or the circumstances surrounding their use.

- 12.2 The Letting Centre will provide Compliance Support to End Users of the Forms. Compliance Support will be provided directly by The Letting Centre, and only in specified circumstances - this is where the wording of the Forms has been questioned or disputed by a client's lender, or professional legal advisor. The Letting Centre will make reasonable efforts to provide the necessary legal support to ensure that such queries are satisfied.
- 12.3 Compliance Support does not include the provision of general technical advice on using the tenancy agreement, or dealing with problems arising out of a tenancy that has been created, or that is being brought to an end.
- 12.4 Compliance Support under clause 12.2 above will only be provided where a licence is current.

13. Payment Terms & Interest.

Any products or services supplied in connection with this Agreement are payable in advance unless offered otherwise in writing. Any amounts not received in full by the date due will incur interest at the rate of 1% per month accruing daily.

14. Specification.

Specifications, descriptions and prices for products are given in good faith and are current at time of printing. However, errors may occur in preparation and printing of literature and ongoing development may cause specific features to change. Orders are thus accepted subject to product availability and current available specification.

15. Deposit Protection Schemes.

The Forms are designed for use with tenancy deposit schemes. End Users should ensure the tenancy agreement covers all circumstances in which the End User wishes to withhold the deposit and the End User's must check with the chosen deposit scheme regarding any additional requirements. The Provider and The Letting Centre will not be liable for any issues arising in relation to deposit deductions.

16. Audit and Disclosure.

- 16.1 The Provider and The Letting Centre may carry out audits to ensure that End Users are using the Forms with the appropriate licence. The use of Letting Centre Forms without licence is in breach of this Agreement. The End User agrees to provide the Provider and The Letting Centre with information relating to the Forms being used upon request. Where the End User is using the Forms without a valid licence the End User will be liable to pay the full licence fee at the current rate at the time of audit.
- 16.2 For a period up to 36 months from the date of expiry of this Agreement, the End User agrees to supply the Provider or The Letting Centre on demand within 7 days, information relating to and copies of agreements and forms currently being used by the End User. The use of Letting Centre Forms without licence or the failure to provide adequate information in this respect shall render the End User liable to pay the full licence fee at the current rate.
- 16.3 The End User agrees that the Provider may disclose the End User's identity to The Letting Centre and certify in writing that the End User has entered into a licensing agreement with the Provider for the Forms.

17. Revision and Support Service

- 17.1 The Provider offers a Revision and Support Service (the “Revisions Service”) in order to extend the support and warranty provided under this Agreement, and to provide legal, technical or other revisions to the Forms. The Revisions Service will provide compliance support to the End User and updates to the Forms for the duration of this licence.
- 17.2 Renewals to the Revisions Service must be consecutive and continuous (ie without lapse).
- 17.3 The Provider and The Letting Centre reserve the right to cancel this licence and any compliance support where the End User (or parties acting on their behalf) has demonstrated abusive or threatening behaviour towards the Provider or Letting Centre staff.

18. Acceptance

Any agent or servant of the End User who accepts this agreement binds the End User to all the terms and requirements of this agreement.

Schedule 17

Bridge AI Services

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO PARAGRAPH 4 OF THIS SCHEDULE 17

1. The Bridge AI Services are provided by a third party. The Provider is not responsible for the Bridge AI Services and it accepts no responsibility or liability for any losses that may arise out of the Client's use of the Bridge AI Services.
2. By using the Bridge AI Services, the Client agrees to the third party's terms and conditions available at <https://www.bridge.rent/assets/membership-agreement.docx> as may be updated from time to time (the "EULA").
3. The Client's use of the Bridge AI Services is subject to payment by the Client of the Bridge AI Service fees.
4. The Client shall indemnify the Provider, its Affiliates, and their respective directors, officers, employees, agents and subcontractors against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal and other professional costs and expenses) suffered or incurred by them arising out of or in connection with:
 - (a) any claim from the third party provider of the Bridge AI Services arising out of or in connection with the Client's use of the Bridge AI Services and/or breach of the EULA; and
 - (b) any other claim made by a third party arising (whether in whole or in part) out of or in connection with the Client's use of the Bridge AI Services.
5. For the purposes of Clause 1.3 of the Conditions, this Schedule 17 shall be considered Product Specific Terms and not a Schedule.

Schedule 18

ASG Website Design Services

THE CLIENT'S ATTENTION IS DRAWN PARTICULARLY TO PARAGRAPH 20.1 OF THIS Schedule 18

1. Definitions and Interpretation

1.1 The following additional definitions shall apply to this Schedule 18:

"Client Materials" means the content provided to Provider by the Client from time to time for incorporation on the Website;

"Deliverables" means the Website and any ancillary deliverables as a result of the provision of the Services;

"Initial Term" has the meaning given in paragraph 18.1 of this **Schedule 18**;

"Web Services" means the web design and related services to be provided pursuant to the Contract as described in the Order; and

"Website" means a website which meets the specifications set out in the Contract.

1.2 For the purposes of Clause 1.3 of the Conditions, this Schedule 18 shall be considered Product Specific Terms and not a Schedule.

2. Basis of Agreement

2.1 These are the Product Specific Terms referred to in the Conditions that apply to the Web Services, and are incorporated into the Contract formed by the relevant Order. For the avoidance of doubt, the Web Services are not Subscription Services.

2.2 Supply of ASG Website Design Services

2.3 Provider shall deliver a functioning website with the features listed in the 'Property Powering' section of <https://showcase.client.expertagent.co.uk/services/> as may be updated from time to time.

3. Service Fees

3.1 All set-up costs will be payable within the Client's first direct debit.

3.2 If any amount remains unpaid thirty (30) days after the date of the invoice, the provision of the Services will be temporarily suspended. Provider reserves the right to charge a fee in line with Provider's prevailing rate card, as updated from time to time, to have the Services reinstated.

3.3 Changes to the Website after sign-off/go-live will be subject to Provider's hourly rate, as updated from time to time. Provider will provide a quotation before any work is scheduled. Website changes should be confirmed with the design team at least three (3) weeks in advance of any deadline. Further information can be found here: <https://showcase.client.expertagent.co.uk/additional-info/website-faqs> or such other website as Provider may launch at its discretion.

3.4 Payments returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Provider's reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Provider in enforcing these terms and conditions.

3.5 In the event of early termination by the Client prior to the Website being made live, any outstanding balance from the Initial Term will be immediately payable.

4. Intellectual Property

4.1 Other than the Client Materials (which shall be deemed to be Client Data), all Deliverables shall be deemed to be Provider Items. No access to source code will be provided to the Client.

4.2 Provided payment has been made in full the Provider grants to the Client a non-exclusive licence to use the copyright to a single instance of the visual design of the Website for the purpose of operating the Website. This does not preclude Provider from being able to use elements of the design with other websites.

4.3 Any technologies, functionality or themes used in the Website are deemed as individual instances paid for by the Client but the Client does not acquire any exclusive rights to these functions, technologies or themes. Provider does not undertake, offer, imply, or infer exclusivity in respect of geographical location, market position or business type.

4.4 The Client acknowledges that the Website may include the use of open-source software and third-party plugins. Provider shall have no liability in respect of any third party or open-source software used in construction or operation of the Website.

5. Content and Obligations

5.1 Client warrants and represents as follows:

(a) content and features on the Website will comply with all applicable laws, regulations and codes of practice in the United Kingdom and any compliance guidelines published or made available by Provider from time to time, will not be defamatory, misleading, discriminatory or infringe any copyright, trade mark or other intellectual property rights or rights of any third party whatsoever and will not contain any personal data;

(b) it is responsible for the integrity of the content and features on the Website, which is in all respects true, complete and accurate to the best of the Client's knowledge and belief and the Client shall promptly update or correct content or features on becoming aware of any errors or inaccuracies and shall provide such assistance as Provider shall reasonably require to identify and remedy any unauthorised use of content; and

(c) it holds all necessary authorities, consents and licences necessary to use, display, reproduce, publish the content and features.

5.2 Client acknowledges and agrees that neither Provider nor its Affiliates are responsible for any error, corruption of data, or omissions on the Website.

6. Monetary Conversions, Currency Conversions and Converting of Measurements

6.1 Should Client request that the Website includes monetary, currency conversions or converting of measurements, Client shall specify the appropriate rate/conversion and Provider shall have no liability for any errors or omissions in relation to such conversions.

7. Privacy Policy and Cookies

7.1 All Provider's websites use cookies to assist user experience. The Parties acknowledge that the Client is responsible for complying with the Data Protection Legislation, including displaying

appropriate privacy policies and cookie notices on the Website. Provider accepts no liability for any third party cookies which the Client uses or deploys on the Website.

8. Standard Media Delivery (Content)

8.1 Unless otherwise specified in the project quotation, any text will be provided by the Client in electronic format (ASCII text files delivered digitally via e-mail and that all photographs and other graphics will be provided electronically in .gif, .jpeg, .png .bmp or .tiff format. Certain Macintosh formats are not supported. Although reasonable attempts shall be made by Provider to return to the Client any images or printed material provided for use in creation of the Website, such return cannot be guaranteed.

9. Search Engines

9.1 Provider does not guarantee that the Website will be optimised for any search engine and is not responsible for the placement of the Website in the order of any search engine provider's search results.

10. Computer Compatibility & Resolution

10.1 Provider will optimise the Website to display correctly on both PC (Windows) and Apple Macintosh computers at a screen setting of 1280 pixels (or higher) wide. At a screen width of 1024 pixels (or less) the Website may adapt layout to be more suitable to low- resolution devices, similar to tablets

10.2 No warranty is provided for how the Website will display on devices where the user has changed the display resolution from the default (native) setting.

10.3 Provider may use Cookies, JavaScript, CSS, Silverlight and HTML5 in websites, and Provider may associate the Website with a 'Google Webmaster Tools' account. The Client accepts that some of these functions may not work on certain computers that are not enabled with appropriate software or have customised security settings, including iPhones or iPads.

10.4 The Website will adapt to the device upon which it is being displayed to provide the optimal browsing experience for the end user. Invariably the Website will adapt if a tablet device is rotated from landscape to portrait mode. In certain 'views' or modes the Website may be coded to hide or minimise some page elements if deemed irrelevant to the best user experience, particularly the "Navigation Bar" which will not fit on a mobile phone in portrait orientation; in which case an "Navicon" (3-line icon) will be substituted.

10.5 Provider will use reasonable endeavours to ensure the Website displays in the most common browsers, however there may be differences in the way different browsers display each page. Provider will endeavour to ensure the Website displays correctly at the time the Website is first built. Future releases (updates) to any web browsers thereafter are not included and browser compatibility updates will be chargeable at Provider's prevailing rate card, as updated from time to time.

11. File 'Caching' (Out-of-Date Stored Copies of Web Pages)

11.1 Provider accepts no responsibility for misrepresentation due to 'caching' of pages either by an Internet Service Provider or local web browser.

12. Delays by Client

12.1 In the event of frequent or sustained Client disengagement or frequent delays in responding, Provider reserves the right to 'archive' the project and where the delay by the Client continues for

more than twenty-one (21) days to invoice the Client for any part of the project already completed. Resurrected archived projects will be subject to a reactivation fee of 10% of the total project value, and the Client undertakes to cooperate with Provider in all matters relating to the reactivation, comply with Provider's instructions and promptly provide all information to Provider as requested.

13. Property Data Feeds

- 13.1 The Client undertakes to notify Provider twenty-one (21) days in advance of any scheduled changes to the source CRM system from which the property data feed to the Provider Website will be provided.
- 13.2 Provider cannot guarantee to be able to accept property data feeds from all CRM systems. This is subject to the CRM system providing the data feed in a format supported by Provider Websites, this may vary from time to time.

14. Website Hosting and Email

- 14.1 If the Services include website hosting and email, whilst reasonable efforts are made by Provider to provide uninterrupted services, no guarantees can be made against interruption or malfunction of these services and Provider does not accept liability for losses caused by the unavailability, malfunction, inaccuracy or service interruption.
- 14.2 Provider reserves the right to refuse to handle in any way Client Materials that may be deemed inappropriate content or in any way controversial, and to terminate the hosting service should the necessity arise.

15. Domain Names

- 15.1 Provider does not offer domain registration or management services. The Client remains responsible for ensuring the domain name will be renewed when required by the registration bodies.

16. Updates and Modifications

- 16.1 The Contract does not include additional updates to the Website after the Website has been signed-off to go live. If the Client wishes to make any modifications, then Provider shall provide a quote for the work required which the Client shall agree to before any work commences.
- 16.2 Provider cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

17. Duration

- 17.1 The Web Services shall start on the Effective Date and, unless either party terminates the Web Services earlier in accordance with these Product Specific Terms or law,
 - (a) continue for twenty-four (24) months from the Effective Date (the "**Initial Term**"); and
 - (b) thereafter automatically continue for successive periods of twelve (12) months".
- 17.2 Either party shall be entitled to terminate the Web Services for convenience on at least one (1) month's notice, such termination to take effect upon expiry of the Initial Term or an anniversary of it.

18. Design Credit

- 18.1 A link to Provider will appear in either small type or by a small graphic at the bottom of the Website. If a graphic is used, it will be designed to fit in with the overall site design. Clients can opt to omit the design credit by paying a one-off levy as per Provider's prevailing rate card, as updated from time to time. On written request from Provider, Client shall immediately remove any reference or graphics associated with Provider from the Website.

19. Client-Responsible Issues

- 19.1 Investigative and remedial work carried out by Provider staff will be free-of-charge within the term of the Contract in all circumstances where Provider is responsible for the error or omission. Where it transpires the Client's actions, software or hardware are responsible for the issue, investigative and remedial work carried out by Provider will be chargeable at Provider's standard hourly rate.

20. Limitation of Liability

- 20.1 Notwithstanding Clause 18.3(d) of the Conditions, Provider's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with the Web Services, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 50% of the total charges paid by the Client to Provider for the Web Services in that calendar year.
- 20.2 The Web Services are provided on an "as is" and "as available" basis, are not provided for any particular purpose, and the Client is solely responsible for determining their accuracy, completeness, usefulness, and fitness for its intended purposes.

Schedule 19

Yourkeys Service

1. Definitions and Interpretation

1.1 The following additional definitions shall apply to this Schedule 19:

"Client Information Request" means the request made by the Provider to the Client for the Client Information required to generate Client Units;

"Client Units" means the plot of land, development site, property or real estate to be listed for sale on the Platform and/or the Provider Website;

"Client Units Exchanged" means the number of Client Units listed for sale on the Platform and/or the Provider Website which exchange within the Initial Term and, thereafter, to the extent applicable, the number of Client Units listed for sale on the Platform and/or the Provider Website which exchange in each subsequent Renewal Period;

"Custom Development" means any Update or New Release commissioned by or on behalf of the Client;

"Housebuilder CRM" means the Module provided by the Provider to the Client for the purposes of the Client utilising the Platform for the Client's customer relationship management.

"Module" means each of Anti Money Laundering, Housebuilder CRM, Reservation Engine & Buyer Portal and/or New Homes Progression Portal as further described and selected on the Client's Order;

"New Release" means any new release of the Platform which from time to time is publicly marketed and offered for subscription by the Provider which contains such significant differences from the previous releases as to be generally accepted in the marketplace as constituting a new version of the Platform;

"Platform" means the Yourkeys platform which is owned and operated by the Provider or its Affiliates and provided to the Client as part of the Yourkeys Services, including the relevant Modules, as set out in the Order;

"Purpose" the use of the Platform by the Client for its internal business purposes which includes the provision of access to relevant parts of the Platform to its customers;

"Review Period" is defined in Clause 4.2 of the Conditions;

"Third-Party Payment Processor" means any third-party payment collection service provider appointed by the Provider and used by the Client via the Platform from time to time;

"Technical Services" means the Yourkeys Platform technical services, if any, as set out in the Order as professional services;

"Training Services" means the Yourkeys Platform training services, if any, as set out in the Order;

"Trial Period" means any period of time during which time the Yourkeys Services are provided on a free-of-charge, as-is, basis to allow the Client to evaluate the Yourkeys Services, as set out in the Order;

"Update" means a release of the Platform that corrects faults, adds functionality or otherwise amends or upgrades the Platform, but which does not constitute a New Release (and "Updated" shall be construed accordingly);

"Yourkeys Platform Services" means the Yourkeys Platform Services as set out in the Order; and

"Yourkeys Services" means the services which the Provider agrees to provide in respect of the Platform as specified in the Order, which may include the Yourkeys Platform Services, the Support Services, the Technical Services and the Training Services.

1.2 For the purposes of Clause 1.3 of the Conditions, this Schedule 19 shall be considered Product Specific Terms and not a Schedule.

2. Basis of Agreement

2.1 These are the Product Specific Terms referred to in the Conditions that apply to the Client's use of the Yourkeys Services, and are incorporated into the Contract formed by the relevant Order.

2.2 These Product Specific Terms also incorporate the Third-Party Licences set out at Annex A of this Schedule 19.

2.3 If there is a conflict between these Product Specific Terms and Third-Party Licences, the following order of priority shall apply:

(a) these Product Specific Terms and Conditions; and

(b) the Third-Party Licences.

2.4 The Order constitutes an offer to purchase the Yourkeys Services in accordance with the terms and conditions of the Contract. If the Client's offer to purchase the Yourkeys Services is accepted by the Provider then the Provider will send the Client Information Request to the email address registered to the Client's account.

3. Subscription and Acceptable Use

3.1 The Yourkeys Services are provided, and the rights granted under Clause 5 of the Conditions (Licence Grant and Authorised Users) are limited to use, solely for the Purpose and subject to the maximum number of Client Units Exchanged as set out in the Order (if applicable).

3.2 The Client shall ensure that it is using an Updated version of the Platform (to the latest available Update) at all times.

3.3 If the Client fails to comply with any of the conditions set out in this Paragraph 3, or Clause 8 of the Conditions (Acceptable Use), the Provider reserves the right, in its sole discretion and without liability to the Client or prejudice to any of its other rights or remedies available under this Contract or applicable law:

(a) to disable, terminate or suspend the Client's access to the Yourkeys Services;

(b) to remove, cause to be removed or decline to host or make available any Client Data on the Platform and/or the Provider Website; and/or

- (c) with respect to breach of Paragraph 3.1 of this Schedule 19, to charge the Client additional Service Fees if the number of Client Units Exchanged exceeds the number set out on the Order (if applicable).

4. Supply of Yourkeys Services

- 4.1 The Client shall provide all Client Information requested by the Provider without undue delay to enable the Provider to upload details of the Client Units to the Platform. Following receipt of such Client Information, the Provider shall use commercially reasonable endeavours to display the Client Units on the Platform within twenty-eight (28) Business Days of receiving such Client Information.
- 4.2 The Client will review and verify all Client Units once displayed on the Platform in accordance with Paragraph 4.1 of Schedule 19 and shall notify the Provider of any errors in the display within forty-eight (48) hours ("**Review Period**"). If no such notification is received, the Provider shall activate the listing of the Client Units. If the Client notifies the Provider of any errors in the Unit Listings within the Review Period, the Provider shall use commercially reasonable endeavours to correct the errors before the listing of the Client Units are activated. Once activated the Provider will be under no obligation to correct any errors in the listings. The Client warrants that the Client Information is true, complete, up-to-date, and accurate and accepts that the Provider shall have no liability for inaccurate Client Unit listings based on Client Information provided to it by the Client.
- 4.3 The Support Services do not include any New Releases or Custom Developments.

5. Service Fees

- 5.1 If during the Subscription Term the number of Client Units Exchanged exceeds the threshold number set out in the Order then the Provider may proportionally increase the Service Fees to reflect the actual number of Client Units Exchanged by providing 30 days' prior written notice to the Client by email to the email address registered to the Client's account. The Client's ongoing use of the Yourkeys Services shall be deemed as acceptance of the increased Service Fees which will take effect 30 days after the Client was notified of the change.
- 5.2 In addition to the Service Fees, any applicable Third-Party Payment Processor Fees may be charged in accordance with the arrangements notified to the Client by the Provider from time to time.

Annex A Third Party Licences

1. The Client acknowledges that the Yourkeys Services may enable or assist it to access Third Party Services, which facilitate the Yourkeys Services under or pursuant to the Third Party Licences.
2. The Provider makes no representation, warranty 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, products or services, and shall not be liable for any loss or damage suffered by the Client in connection with any Third Party Licences or use of the Third Party Service.
3. Any contract entered into and any transaction completed via any Third Party Service via the Platform is between the Client and the relevant third party, and not the Provider.
4. Third Party Services may include:
 - (a) The Stripe Payment Gateway Terms and Conditions as updated and amended from time to time, available at: <https://stripe.com/gb/legal>
 - (b) The Thirdfort Terms of Use as updated and amended from time to time, available at: <https://www.thirdfort.com/terms/terms-of-use/>
 - (c) Amazon Web Services to host the Website as updated and amended from time to time, available at: <https://aws.amazon.com/service-terms/>
 - (d) DocuSign e-Signature Services for the execution of legal documents as updated and amended from time to time available at: <https://www.docusign.com/company/agreements>
 - (e) SalesSeek services (for use of YourKeys CRM) <https://www.salesseek.com/terms/>
5. The Client acknowledges and accepts that the Third-Party Licences are subject to change from time to time. Details of Third-Party Licenses are available on the Website and any change to the Third-Party Licence terms, or the appointment of a new Third-Party Licensor shall automatically be incorporated into this Schedule.

Vebra Solutions Limited, trading as ASG (also referred to as the Provider in these Conditions) is an agent of Plaid Financial Ltd., an authorised payment institution regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number: 804718). Plaid provides you with regulated account information services through Vebra Solutions Limited as its agent.