



(1) PIMSS Data Systems Limited

(2) []

Software as a Service Agreement

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THIS AGREEMENT is made on

xx/xx/xxxx

BETWEEN

(1) Supplier

PIMSS DATA SYSTEMS LIMITED

Company Number: 03110470

Registered office: 5 Brooklands Place, Sale, M33 3SD

(2) Customer

[]

Company Number: []

Registered office: []

BACKGROUND

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in Clause 2.2.4;
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Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
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Change of Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;
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Confidential Information	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 11.6 or Clause 11.7;
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Customer Data	the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating
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Documentation	the Customer's use of the Services; the document made available to the Customer by the Supplier online via such web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services;
Effective Date	the date of this agreement;
Initial Subscription Term	the initial term of this agreement as set out in Schedule 2;
Mandatory Policies	the Supplier's business policies, as notified to the Customer from time to time;
Maximum Capacity	the maximum number of individual properties owned or controlled by the Customer whose details the Customer may store on the Supplier's platform at any one time as specified in Schedule 1;
Normal Business Hours	8.30am to 5.00pm local UK time, each Business Day;
Renewal Period	the period described in Clause 14.1;
Services	the subscription services provided by the Supplier to the Customer under this agreement via such website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation;
Software	the online software applications provided by the Supplier as part of the Services;
Subscription Fees	the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in paragraph 1 of Schedule 1;
Subscription Term	has the meaning given in Clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);
Support Services Policy	the Supplier's policy for providing support in relation to the Services as made available at such website address as may be notified to the Customer from time to time;
User Subscriptions	the user subscriptions purchased by the Customer pursuant to Clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this

Virus

agreement;
any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; 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 adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9. A reference to writing or written includes faxes but not email.
- 1.10. References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. USER SUBSCRIPTIONS/CAPACITY

- 2.1. Subject to the Customer purchasing the User Subscriptions in accordance with Clause 3.3 and Clause 9.1, the restrictions set out in this Clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to

use the Services and the Documentation during the Subscription Term solely for the purposes of storing and processing information up to the Maximum Capacity.

2.2. In relation to the Authorised Users, the Customer undertakes that:

- 2.2.1. the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- 2.2.2. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- 2.2.3. each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;
- 2.2.4. it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
- 2.2.5. it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 2.2.6. if any of the audits referred to in Clause 2.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- 2.2.7. if any of the audits referred to in Clause 2.2.5 reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 (together with the costs of the relevant audit) within 10 Business Days of the date of the relevant audit.

2.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- 2.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.3.2. facilitates illegal activity;
- 2.3.3. depicts sexually explicit images;
- 2.3.4. promotes unlawful violence;

- 2.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 2.3.6. is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 2.4. The Customer shall not:
 - 2.4.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - 2.4.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 2.4.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 2.4.2. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - 2.4.3. use the Services and/or Documentation to provide services to third parties; or
 - 2.4.4. subject to Clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
 - 2.4.5. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Clause 2.
 - 2.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
 - 2.6. The rights provided under this Clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. ADDITIONAL USER SUBSCRIPTIONS/CAPACITY

- 3.1. Subject to Clause 3.2 and Clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in paragraph 1 of Schedule 1 and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

- 3.2. If the Customer wishes to purchase additional User Subscriptions or increase the Maximum Capacity, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions or capacity and respond to the Customer with approval or rejection of the request. Where the Supplier approves the request, the Supplier shall activate the additional User Subscriptions or increase the capacity within 14 days of its approval of the Customer's request.
- 3.3. If the Supplier approves the Customer's request to purchase additional User Subscriptions or increase the Maximum Capacity, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions or capacity as set out in paragraph **Error! Reference source not found.** of Schedule 1 and, if such additional User Subscriptions or capacity are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. **SERVICES**

- 4.1. The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 4.2. The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - 4.2.1. planned upgrades or scheduled maintenance downtime will be communicated to customers with a minimum of 3 working days' notice
 - 4.2.2. Customers will be informed of the changes taking place on the service and an estimated time for completion
- 4.3. The Supplier will, as part of the Services and in consideration of the support fees set out in Schedule 1, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

5. **CUSTOMER DATA**

- 5.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2. The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available at such website address as may be notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and

exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by the Supplier to perform services related to Customer Data maintenance and back-up).

- 5.3. The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at such website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 5.4. If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
 - 5.4.1. the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
 - 5.4.2. the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - 5.4.3. the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and
 - 5.4.4. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier 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 such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. SUPPLIER'S OBLIGATIONS

- 7.1. The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2. The undertaking at Clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 7.1. Notwithstanding the foregoing, the Supplier:
 - 7.2.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - 7.2.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3. This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 7.4. The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8. CUSTOMER'S OBLIGATIONS

- 8.1. The Customer shall:
 - 8.1.1. provide the Supplier with:
 - 8.1.1.1. all necessary co-operation in relation to this agreement; and
 - 8.1.1.2. all necessary access to such information as may be required by the Supplier;
 - in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
 - 8.1.2. comply with all applicable laws and regulations with respect to its activities under this agreement;
 - 8.1.3. carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of

such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

- 8.1.4. ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- 8.1.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- 8.1.6. ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- 8.1.7. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. CHARGES AND PAYMENT

- 9.1. The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this Clause 9 and Schedule 1 and the support fees in accordance with Clause 4.3 and Schedule 1.
- 9.2. The Customer shall on the Effective Date provide to the Supplier an **approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details** and, if the Customer provides:
 - 9.2.1.1. on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - 9.2.1.2. subject to Clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- 9.2.2. its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:
 - 9.2.2.1. on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - 9.2.2.2. subject to Clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,and the Customer shall pay each invoice within 30 days after the date of such invoice.
- 9.3. If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

- 9.3.1. the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 9.3.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4. All amounts and fees stated or referred to in this agreement:
 - 9.4.1. are, subject to Clause 13.3.2, non-cancellable and non-refundable;
 - 9.4.2. are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 9.5. If, at any time whilst using the Services, the Customer exceeds the Maximum Capacity specified in Schedule 1 (or as varied from time to time in accordance with Clause 3), the Supplier shall charge the Customer, and the Customer shall pay, the Supplier's then current excess data storage fees. The Supplier's excess data storage fees current as at the Effective Date are set out in Schedule 1.
- 9.6. The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to Clause 3.3, the support fees payable pursuant to Clause 4.3 and/or the excess storage fees payable pursuant to Clause 9.5 at the start of each Renewal Period upon 90 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

10. PROPRIETARY RIGHTS

- 10.1. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 10.2. The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. CONFIDENTIALITY AND COMPLIANCE WITH POLICIES/NON SOLICITATION

- 11.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - 11.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.1.2. was in the other party's lawful possession before the disclosure;
 - 11.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 11.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.2. Subject to Clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 11.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 11.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.6. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.7. The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.8. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.9. The above provisions of this Clause 11 shall survive termination of this agreement, however arising.
- 11.10. In performing its obligations under this agreement the Customer shall comply with the Mandatory Policies.

- 11.11. The Customer shall not, for the duration of this agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of the Supplier who has been engaged in the provision, receipt, review or management of the Services or otherwise in connection with this agreement to leave the employment of the Supplier.

12. INDEMNITY

- 12.1. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation.
- 12.2. The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 12.2.1. the Supplier is given prompt notice of any such claim;
- 12.2.2. the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- 12.2.3. the Supplier is given sole authority to defend or settle the claim.
- 12.3. In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 12.4.1. a modification of the Services or Documentation by anyone other than the Supplier; or
- 12.4.2. the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
- 12.4.3. the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 12.5. The foregoing and Clause 13.3.2 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

13.1. Except as expressly and specifically provided in this agreement:

- 13.1.1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- 13.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- 13.1.3. the Services and the Documentation are provided to the Customer on an "as is" basis.

13.2. Nothing in this agreement excludes the liability of the Supplier:

- 13.2.1. for death or personal injury caused by the Supplier's negligence; or
- 13.2.2. for fraud or fraudulent misrepresentation.

13.3. Subject to Clause 13.1 and Clause 13.2:

- 13.3.1. the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- 13.3.2. the Supplier's total aggregate liability in contract (including in respect of the indemnity at Clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

14. TERM AND TERMINATION

14.1. This agreement shall, unless otherwise terminated as provided in this Clause 14, commence on the Effective Date and shall continue for Agreed and specified Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Period"), unless:

- 14.1.1. either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 14.1.2. otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term".

14.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- 14.2.1. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- 14.2.2. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 14.2.3. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 14.2.4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 14.2.5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 14.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 14.2.7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 14.2.8. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 14.2.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 14.2.10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 14.2.11. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 14.2.4 to Clause 14.2.10 (inclusive); or

- 14.2.12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.3. On termination of this agreement for any reason:
 - 14.3.1. all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
 - 14.3.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 14.3.3. the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
 - 14.3.4. 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 agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. **FORCE MAJEURE**

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. **CONFLICT**

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

17. VARIATION

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

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

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

20. SEVERANCE

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

20.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. ENTIRE AGREEMENT

21.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

21.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

21.4. Nothing in this clause shall limit or exclude any liability for fraud.

22. ASSIGNMENT

22.1. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22.2. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICES

25.1. Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.

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

26. GOVERNING LAW

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

27. JURISDICTION

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

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

SCHEDULE 1
Subscription Fees

1. Subscription Fees
 - 1.1. The Subscription Fees shall amount to a total of £[AMOUNT], based on [NUMBER] of Assets
2. Maximum Capacity
 - 2.1. The annual licence and hosting fees quoted are based upon a maximum of [NUMBER] Dwelling and Block type assets (i.e. "Component" type assets do not contribute to your asset count for this purpose). This will be monitored on an ongoing basis. An increase in number of assets loaded into the system above [NUMBER] will incur increased licence and hosting fees.
3. Support Fees
 - 3.1. The Supplier's standard support fees are set out below: [INSERT DETAILS]

SCHEDULE 2

Subscription Term

1. Initial Subscription Term: [INSERT LENGTH OF AGREED AND SPECIFIED SUBSCRIPTION TERM]

APPENDIX 1

Standard Terms and Conditions

- All prices are exclusive of VAT
- SaaS fees exclude Hosting and any Implementation or Onboarding Services
- Initial SaaS fees are Invoiced in full upon contract signature
- Payment terms are 30 days from date of Invoice
- CPI will be added to all Annual SaaS Invoices
- SaaS fees are Invoiced annually and in advance of Anniversary date of contract signature
- One-Off service fees to be paid in stages over Implementation phase
- All services are assumed to be delivered remotely. Any onsite requirements will be subject to additional costs, to include travel and accommodation
- All pricing is valid for 30 days
- All published pricing on GC14 is based on contract term of 3 years
- Price reviews to occur prior to end of year 3.
- If asset count banding is exceeded during contract period, additional charges will be back-dated where necessary and applied to align with next asset banding category in the pricing table
- All bandings are deemed to start at 1 more asset than the previous ie: Up to 20,000 will start at 10,001 assets
- Asset numbers quoted are based upon Dwelling and Block type assets
- Out of scope services will be charged at standard day rate of £1,000
- Specific Subject Matter Expert input will be charged at a day rate of £1,200

for and on behalf of

.....

SIGNED by

for and on behalf of

.....

Director

APPENDIX 2



(1) PIMSS DATA SYSTEMS LIMITED

(2) [CLIENT]

[DATE]

Service Level Agreement

THIS AGREEMENT is made on

XXXX

BETWEEN:

(1) SUPPLIER

PIMSS DATA SYSTEMS LIMITED

Company Number: 03110470

Registered office: 5 Brooklands Place, Sale, M33
3SD

(2) CUSTOMER

[]

Company Number: []

Registered office: []

BACKGROUND:

The Supplier has agreed to provide support and maintenance for certain software products on the terms set out in this agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

Affiliate includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party;

Commencement Date [];

Commercially Reasonable Efforts the same degree of priority and diligence with which the Supplier meets the support needs of its other similar customers;

Contract Year any 12 month period ending on any anniversary of the Commencement Date;

Customer Cause any of the following causes:

- (a) any improper use, misuse or unauthorised alteration of the Software by the Customer;
- (b) any use of the Software by the Customer in a manner inconsistent with the then-current Documents;
- (c) the use by the Customer of any hardware or software not provided by the Supplier or

	approved by the Supplier in the Specification for use by the Customer in connection with the Software; or
	(d) the use of a non-current version or release of the Software.
Fault	any failure of the Software to operate, as prescribed in the Service Level Table;
Help Desk Support	any support provided by help desk technicians to resolve most support issues relating to the Software;
Initial Subscription Term	the initial term of this agreement as set out in the Proposal;
Out-of-scope Services	any services provided by the Supplier in connection with any apparent problem regarding the Software reasonably determined by the Supplier not to have been caused by a Fault, but rather by a Customer Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination);
Proposal	the Supplier's proposal for the provision of the Support Services which is appended to this agreement at the Appendix;
Service Levels	the service level responses and response times referred to in the Service Level Table;
Service Level Table	the table set out in Clause 5.1;
Solution	either of the following outcomes: (a) correction of a Fault; or (b) a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by the Supplier);
Support Fees	the support fees applicable to the relevant Support Services, as detailed in the Proposal; 8.30am to 5pm Monday to Friday, excluding bank or public holidays;
Support Request	request made by the Customer in accordance with this agreement for support in relation to the Software, including correction of a Fault;
Support Services	maintenance of the then-current version or release of the Software, including Help Desk Support and the

	services set out in the Support Services Policy, as further detailed in the Proposal, but excluding any Out-of-scope Services;
Support Services Policy	the Supplier's policy for providing support in relation to the Support Services as made available at such website address as may be notified to the Customer from time to time.

2. SUPPORT SERVICES

- 2.1. The Supplier shall perform the Support Services during the Support Hours in accordance with the Service Levels during the currency of this agreement.
- 2.2. As part of the Support Services, the Supplier shall:
 - 2.2.1. provide Help Desk Support by means of the following telephone number [TELEPHONE NUMBER] and e-mail address [EMAIL ADDRESS];
 - 2.2.2. use Commercially Reasonable Efforts to correct all Faults notified under Clause 4.3.1;
 - 2.2.3. provide technical support for the Software in accordance with the Service Levels; and
 - 2.2.4. install any maintenance releases on the Customer's System and handover to the Customer for acceptance in accordance with the schedule set out in the Proposal.
- 2.3. The Supplier may reasonably determine that any services are Out-of-scope Services. If the Supplier makes any such determination, it shall promptly notify the Customer of that determination.
- 2.4. The Customer acknowledges that the Supplier is not obliged to provide Out-of-scope Services.
- 2.5. The Customer shall be entitled to attend such number of meetings with the Supplier and members of the Help Desk Support team to discuss the provision of the Support Services, achievement of the Service Levels and other appropriate matters as may be detailed in the schedule set out in the Proposal.

3. FEES

- 3.1. The provision of Support Services on a remote, off-site basis (such as over the telephone or by email) shall be included in the Support Fees.
- 3.2. The provision of Support Services or at the Customer Site or the provision of Out-of-scope Services shall be charged for at the applicable time and materials rates in

force and notified to the Customer from time to time. The rates applicable at the date of this agreement are set out in the Proposal.

- 3.3. The provision of training in the use or functionality of any maintenance release shall be charged for at the applicable time and materials rates in force and notified to the Customer from time to time.

4. SUBMITTING SUPPORT REQUESTS AND ACCESS

- 4.1. The Customer may request Support Services only by way of a Support Request submitted by such persons as the Customer shall nominate from time to time.
- 4.2. Each Support Request shall include a description of the problem and the start time of the incident.
- 4.3. The Customer shall provide the Supplier with:
- 4.3.1. prompt notice of any Faults; and
 - 4.3.2. such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to the Supplier in writing) remote access to the Customer's IT system, as are reasonably necessary to assist the Supplier to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.
- 4.4. All Support Services shall be provided from the Supplier's office.
- 4.5. The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Supplier direct access at the Customer's site to the Customer's system and the Customer's files, equipment and personnel.
- 4.6. The Customer shall provide such access promptly, provided that the Supplier complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer's site notified to the Supplier.

5. SERVICE LEVELS

- 5.1. The Supplier shall:
- 5.1.1. assign a Client Impact Score and priority in accordance with the table set out in Clause 5.1.2 below in order to assist triage assessment; and
 - 5.1.2. respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

Client Impact Score	Response Time*	Target Fix Time**
1. Cannot use the System at all	Within 1 hour	1 working day
2. Cannot use Parts of the System	Within 1 hour	4 working days
3. Something is not working properly	Within 1 hour	10 working days
4. Require help	Within 1 hour	10 working days

*Response time from receipt of ticket

**Target Fix only – issue complexity, triage, information provided by user, further investigations, wider impact and external factors will influence actual fix times.

- 5.2. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.
- 5.3. The Supplier shall give the Customer regular updates of the nature and status of its efforts to correct any Fault.
- 5.4. In the event that the Customer requests fundamental changes to the Software such matters will be referred to the Supplier's Planning Board for strategic review.

6. NON SOLICITATION

Customer shall not, for the duration of this agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of the Supplier who has been engaged in the provision, receipt, review or management of the Support Services or otherwise in connection with this agreement to leave the employment of the Supplier

7. DURATION AND TERMINATION

- 7.1. This agreement shall, unless otherwise terminated as provided in this Clause 6, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Period"), unless:
 - 7.1.1. either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

7.1.2. otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term".

7.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

7.2.1. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

7.2.2. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

7.2.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

7.2.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

7.2.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

7.2.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

7.2.7. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

7.2.8. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

7.2.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such

process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

7.2.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 14.2.4 to Clause 14.2.10 (inclusive); or

7.2.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

7.3. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

7.4. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

8. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9. REMEDIES

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

10. ENTIRE AGREEMENT

10.1. This agreement contains the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter.

10.2. Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this licence or not) ("**Representation**") other than as expressly set out in this agreement.

- 10.3. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.
- 10.4. Nothing in this clause shall limit or exclude any liability for fraud.

11. VARIATION

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

12. SEVERANCE

- 12.1. If any provision or part-provision of this agreement 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 or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 12.2. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

14. THIRD-PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

15. NO PARTNERSHIP OR AGENCY

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

- 15.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 13 weeks, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

17. NOTICES

- 17.1. Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2. Any notice shall be deemed to have been received:
- 17.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service.
- 17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

18. GOVERNING LAW AND JURISDICTION

- 18.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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

SIGNED by

for and on behalf of

PIMSS DATA SYSTEMS LIMITED

.....

Director

SIGNED by

for and on behalf of

[]

.....

Director

APPENDIX

Proposal

[PROPOSAL TO BE INSERTED]

APPENDIX

Standard Terms and Conditions

- All prices are exclusive of VAT
- SaaS fees exclude Hosting and any Implementation or Onboarding Services
- Initial SaaS fees are Invoiced in full upon contract signature
- Payment terms are 30 days from date of Invoice
- CPI will be added to all Annual SaaS Invoices
- SaaS fees are Invoiced annually and in advance of Anniversary date of contract signature
- One-Off service fees to be paid in stages over Implementation phase
- All services are assumed to be delivered remotely. Any onsite requirements will be subject to additional costs, to include travel and accommodation
- All pricing is valid for 30 days
- All published pricing on GC13 is based on contract term of 3 years +1
- Price reviews to occur prior to end of year 3.
- If asset count banding is exceeded during contract period, additional charges will be back-dated where necessary and applied to align with next asset banding category in the pricing table
- All bandings are deemed to start at 1 more asset than the previous ie: Up to 20,000 will start at 10,001 assets
- Asset numbers quoted are based upon Dwelling and Block type assets
- Out of scope services will be charged at standard day rate of £1,000
- Specific Subject Matter Expert input will be charged at a day rate of £1,200