Date [INSERT]

(1) When Fresh Ltd

and

(2) [INSERT CLIENT NAME]

WHEN FRESH AGREEMENT
SPECIAL CONDITIONS

PriceHubble

WhenFresh Agreement
Special Conditions

This agreement is dated [INSERT] (**agreement**)

Parties

(1) **When Fresh Ltd** registered number 08145186 whose registered office is located 20 – 22 Wenlock Road, London, N1 7GU (**When Fresh** or **Service Provider**); and

(2) [INSERT COMPANY NAME], registered number [INSERT REGISTERED NUMBER], whose registered office is at [INSERT REGISETRED OFFICE ADDRESS] (**Client**),

each a **party** and together the **parties**.

Background

A. The Service Provider develops solutions that leverage big data and machine learning to analyse, value, and anticipate the future performance of real estate assets.

B. The Service Provider collects hundreds of proprietary data sets and uses the latest advances in computer processing to deliver high value-added analysis through dedicated applications.

C. In the context of its activities, the Client wishes to use the services of the Service Provider, on a licence basis, in order access data via APIs, Applications or Batch Delivery

D. Accordingly, the parties have agreed to the terms and conditions set out below (the **Special Conditions**).

IT IS AGREED:

1. **General**

1.1. The agreement between the parties is comprised of the Special Conditions and When Fresh's General Terms and Conditions of Sale and Use (**General Terms and Conditions**) with respect to the Solution subscribed to by the Client.

1.2. A copy of the **General Terms and Conditions** are annex to this agreement. In the event of a conflict between the Special Conditions and the General Terms and Conditions, the Special Conditions shall prevail.

1.3. Unless defined herein, words beginning with a capital letter which appear in these Special Conditions have the meaning given in the General Conditions

1.4. The Special Conditions shall be construed and interpreted in accordance with the rules of construction and interpretation set out in the General Conditions.

2. **Solution**

2.1. Subject to the Client's payment of the applicable licence fees to the Service Provider, and to the Client's compliance with the terms and conditions of this agreement, the Client shall from the agreed start date and for the duration of the subscription (as stated below) subscribe for, and the Service Provider shall provide access to, the Solution(s) described in the term sheet below.

Term Sheet	
Client	
Client Contact Details	
Client End User (if applicable)	
Data Specification	As set out in Annex below
Delivery Specification	
Licensed Use	
Licence Start Date	
Licence Initial Term	
Licence Renewal Term	
Licence Cancellation	
Net License Fees	
Payment Terms	
Payment Frequency	
Client Purchase Order Number	
Client Accounts Remittance Email	
Any other information	

2.2. In the event that the Client wishes to subscribe for any other product(s) developed by the Service Provider and made available commercially, the parties shall discuss and (subject to agreement) enter into a separate agreement comprised of equivalent Special Conditions (amended only as needed to reflect the Solution for the other product(s)) and the General Terms and Conditions. The Client acknowledges that it has already agreed to these Special Conditions and the General Terms and Conditions and shall not seek to renegotiate previously agreed terms.

2.3. In the event that the Client wishes to purchase increased volumes of any product(s) as already provided under this agreement (e.g. increased data volumes), the Client shall send a written request (including

email), stating the volumes required and the start date for the additional volumes, to When Fresh and subject to When Fresh's confirmation in writing (including email) including the charges for the additional number of product(s), the agreement shall be amended from that date and When Fresh shall deliver the additional number of product(s) from the requested start date. The same process shall be followed if the Client wishes to purchase any extended access periods.

2.4. The key attributes of the Service Provider's Solution (i.e. individual products comprised of When Fresh's Platform) are described in these Special Conditions. Access to individual products is dependent on the Client's licence for the appropriate product(s) including, in relation to certain product(s), there being a valid access period.

2.5. If the licence does not include an individual product(s) (as described in section 2.1 or amended pursuant to section 2.3), access for such individual product(s) will not be provided.

3. Access to the Property Valuation Triage Applications

3.1. Access arrangements for Applications

3.1.1. Once the Client's Application is live it can be accessed by the Client at https://apps.api.whenfresh.com/. The Client can create an account using an email and password https://apps.api.whenfresh.com/SignUp.

3.1.2. The login and password are strictly personal. The Client shall ensure that its Users do not share or communicate any login credentials for the Platform to a third party and otherwise comply with the terms of this agreement including the General Conditions.

4. Access to the API

4.1. Access arrangements for the API

4.1.1. The Client can create an account at https://my.api.whenfresh.com/ using an email and password.

4.1.2. The technical documentation of the API is available at the following link: http://docs.api.whenfresh.com/

4.1.3. Production Keys and Client Secrets will be issued upon signature of contract

5. Access to the Batch Delivery

5.1. Access arrangements

5.1.1. Batch delivery data will be delivered an agreed secure method of transfer. If transfer is via the When Fresh SFTP then the Client should provide email contact for account creation. Log in details, Username and SSH key, will be provided prior to the beginning of the licence.

5.1.2. Connection Details are as follows:

- Server Address: sftp.whenfresh.com
- Port: 22 (Standard SFTP Port)

- Authentication: Username + SSH key
- Username: [Username]

6. **Licence Terms and Conditions**

6.1. **Duration of the licence**

6.1.1. This agreement shall start on the start date (as set out in section 2.1 above) as set out in continue for an initial licence term of 12 months unless a different initial licence term is stated in section 2.1.

6.1.2. Unless earlier terminated in accordance with clause 7 of the General Conditions, this agreement shall automatically extend for subsequent licence terms of 12 months on each anniversary of the start of the initial licence term in respect of the product(s) licensed for at the time of each extension and on the terms and conditions then in force provided that When Fresh shall be entitled to increase its charges and fees for the next subscription period by not more than the greater of:

(a) 3%; and

(b) the percentage increase in the UK Consumer Prices Index (CPI) as published by the Office of National Statistics (ONS) or any successor index to the CPI published by the ONS.

6.2. **Payment methods**

6.2.1. The Service Provider shall invoice for the licence fees as set out in 2.1.

6.2.2. The Client shall pay, without set off or counterclaim, each invoice within thirty (30) days of the date of issue of the invoice.

6.3. **Electronic invoicing**

6.3.1. The Client acknowledges and expressly agrees that When Fresh reserves the right to send its invoices in electronic format (PDF) to the email address indicated by the Client in section 2.1 above as its contact address.

This agreement has been signed by the duly authorised officers of the parties and entered into on and effective from the date stated at the beginning of it.

For the Service Provider	**For the Client**
Name:	Name:
Date:	Date:
Signature:	Signature:

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Annex: Data Specification

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Annex: General Terms and Conditions of Sale and Use

General Terms and Conditions of Sale and Use

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These General Conditions, unless otherwise expressly agreed between the Service Provider and the Client in writing, shall be deemed incorporated into any contract between the Client and the Service Provider for the provision of the Solution. The Service Provider has agreed to provide, and the Client has agreed to use and pay for the Solution, on and subject to the General Conditions and the Special Conditions.

1. **Definitions and Interpretation**

1.1. In addition to any capitalised terms as defined in the Special Conditions, the following defined terms have the meanings given below:

"**Affiliate**" means any company of which at least fifty percent (50%) of the shares are directly or indirectly owned by a Party, or which directly or indirectly owns a Party.

"**Anomaly**" means any malfunction of the Solution and, in particular, any malfunction that prevents access to all or part of the functionalities of the Solution or that affects its results.

"**API**" means an application programming interface

"**Application**" means any software application and any website or product developed by the Client using an API of the Service Provider.

"Batch Delivery" means delivery of data in a scheduled operation

"**Client**" means the company using the Service Provider's Solution and Services as identified in the Special Conditions.

"Confidential Information" means all confidential information (however recorded or preserved) disclosed by a party or its employees, contractors, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Services who need to know the confidential information in question (Representatives) to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure. The Data purchased under this Agreement is not considered Confidential Information.

"**Contract**" (or "**agreement**") means these General Conditions and the Special Conditions.

"**Data**" means information of any kind originating from and contained within the Service Provider's Database.

"**Database**" means the databases created and developed by the Service Provider from which Data is extracted and used by the API, Application to be transmitted, in real time, to the Users as information in response to their Requests or by Batch Delivery.

"**End User**" means a particular user who is not employed or engaged by the Client but who makes use of the Client's Services in which the Service Provider's Solutions are incorporated, such as the Client's prospects and customers.

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition,

rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Personal data**" means any personal data (within the meaning of the UK GDPR) inputted by the Client or any User on the Client's behalf for the purpose of using the Solution and/or the Services.

"**Platform**" means any of the Services offered by the Service Provider as part of the Solution

"**Request**" means the online request made by a User on an API or Application of the Service Provider for the analysis of a property.

"**Results**" means analyses created by the Client, a Client User or a Client End User using a Platform or API or Batch Delivery of the Service Provider, for the analysis of specific properties or the property market.

"**Party**" means either the Client or the Service Provider (as the context requires) and "**Parties**" means both of the Client and the Service Provider.

"**SaaS**" means Software as a Service (software as a service).

"**Service Provider**" means When Fresh Ltd (company number 08145186), whose registered office is at 20-22 Wenlock Road, London N1 7GU

"**Services**" means all the services provided by the Service Provider under the Contract, and in particular the provision of the Solution, the supply of maintenance and support services, and other associated services.

"**Solution**" means the API and/or Platform and/or Batch Delivery to which the Client is granted access rights and/or any other goods or services supplied by the Service Provider.

"**Special Conditions**" means the SaaS agreement or other written agreement entered into between the Client and the Service Provider which describes the specific Solution to be provided, the fees and charges for the Solution, the term of the licence, and any other specific terms and conditions agreed between the Parties.

"**User**" means employees, agents and independent contractors of the Client who are authorised by the Client to use the Solution; but does not include End Users.

"**UK GDPR**" means the UK GDPR, as defined in regulation 2 of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations SI 2019/419.

"**Viruses**" means 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. 1.2 The following definitions and rules of interpretation apply in this agreement:

1.2.1 Clause, section and paragraph headings shall not affect the interpretation of this agreement.

1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.2.4 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.2.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.2.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.2.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.10 A reference to writing or written includes fax and email.

1.2.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.2.12 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

1.2.13 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. **Contractual documents**

2.1. The Contract between the Parties is made of the following contractual documents:

2.1.1 these General Conditions; and

2.1.2 the Special Conditions.

2.2. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall prevail.

2.3. No other terms and conditions shall be incorporated into the Contract unless expressly referenced in writing and agreed between the Parties.

2.4. The Client shall be fully responsible and liable for the acts and omissions of the Users and End Users.

3. **Object**

3.1. The purpose of this agreement is to define the terms and conditions on and subject to which the Service Provider provides the Client with Services and makes available the subscribed for components of the Solution relating to residential property analysis on a licence SaaS basis.

3.2. The technical documentation for the Services is available at: http://docs.api.whenfresh.com/

3.3. The Client shall use all commercially reasonable efforts to (and ensure that its Users and End Users) comply with the technical documentation for the Services and the Service Provider shall not be liable for any failure to comply with such documentation.

4. **Services**

4.1. Subject to the Client's compliance with the Contract and payment of the licence fees and charges, and subject to access being limited to those particular components of the Solution as purchased by the Client and the applicable restrictions and limitations on use as provided in the Special Conditions, the Service Provider grants the Client a personal, non-exclusive, non-transferable, non-negotiable and revocable licence to use the Solution and the Database for the Client's internal business operations during the licence term provided by the Special Conditions.

4.2. The Service Provider shall use reasonable endeavours to ensure that the Client can connect to the Platform at any time, i.e. 24 hours a day, 7 days a week, including weekends and public holidays, but excluding planned and unscheduled necessary maintenance periods.

4.3. The Solution and the Database are provided "as is", without any guarantee of accuracy, completeness, availability or fitness for any purpose.

4.4. If agreed in the Special Conditions, the Service Provider shall also provide the following support and maintenance services:

4.4.1 **Assistance**: This service consists of providing the contacts designated by the Client with the technical support necessary for the proper use of the Solution and to provide all useful information in the context of the use of the Solution. This assistance is provided by e-mail.

4.4.2 **Corrective maintenance**: as part of corrective maintenance, the Service Provider undertakes to maintain the Solution in operational condition and to correct or bypass any Anomaly.

4.4.3 In the event of a malfunction, difficulty or incident, the Client may send the Service Provider's maintenance centre a request for intervention including the best possible description of the incident encountered. The Service Provider's maintenance centre can be contacted on working days (Monday to Friday) and from 9.30 am to 6.30 pm.

4.4.4 The Service Provider's maintenance centre can be reached by e-mail at support@pricehubble.com. The Service Provider's maintenance centre operates in English only. Other languages are not supported.

4.4.5 The Service Provider's maintenance centre confirms receipt of the intervention request to the Client. The acknowledgement of receipt includes a reminder of the description of the incident, the ticket number and, if applicable, its processing status.

4.5. The rights provided under this clause 4 are granted to the Client only and shall not be considered granted to any Affiliate of the Client.

5. **Client commitments**

5.1. The Client undertakes to keep each identification code and password obtained strictly confidential and to use them for one User only, unless otherwise agreed by the Service Provider. IDs and passwords may only be used to allow access to the Solution by persons authorised by the Client, in order to ensure the security of the Client's data. IDs and passwords may not be disclosed to third parties. The Client shall inform the Service Provider without delay if they become aware of a security breach, in particular due to the voluntary communication or misappropriation of identifiers and passwords, so that the Service Provider can take any appropriate action without delay.

5.2. The Client undertakes:

5.2.1 to use the Results and associated links (permalinks) solely for internal use within the Client's business and by the Client's duly authorised teams and staff;

5.2.2 not to disseminate to the public, except to prospective customers, the Results generated on the Solution as well as the associated links (permalinks), including via the Client's website;

5.2.3 not to commercialise, publicly distribute, or exchange for any purpose whatsoever, the Results obtained by the Solution and the links associated with them (permalinks);

5.2.4 not to use the Results and associated links (permalinks) for any external commercial purpose including white labelling within its own products and services;

5.2.5 to maintain a written, up to date list of current Users and provide such list to the Service Provider within ten (10) days of the Service Provider's written request; and

5.3. The Client shall, and shall ensure that each User and End User undertakes to:

5.3.1 use the Solution for the purpose for which it was developed, i.e. to obtain information that can assist in making financial estimates and/or valuations in the property sector;

5.3.2 use the Solution in accordance with the frequency of use including the number of Users, Simulations, Lots and Buildings; and the conditions of use stipulated in the Special Conditions. The Client also undertakes to pay the price corresponding to this frequency of use;

5.3.3 install and integrate only the APIs in the agreed environments including website, application, tool indicated to the Service Provider when subscribing to the Contract, and indicated in the Special Conditions;

5.3.4 not modify, decompile, disassemble or reverse engineer the Solution or attempt to discover the source codes of the whole (elements) composing the Solution in any other way;

5.3.5 not share the Solution with unauthorised third parties and to take all usual precautions to prevent unauthorised third parties from accessing the Solution. The Platform will however be accessible to users who are authorised third parties (i.e. End Users);

5.3.6 not sell or rent any part of the Solution and/or the Database and/or the Data (including Data accessible through the API from third party automated processing systems) and/or the Platform;

5.3.7 not use the Solution (or any part) in violation of any applicable law or regulation, or the rights of any person including Intellectual Property Rights, privacy rights or image rights, or in a manner inconsistent with this agreement;

5.3.8 not use undocumented methods or features;

5.3.9 not use the Solution to disrupt the operation of the Solution or to discredit the good name, reputation or goodwill of the Service Provider;

5.3.10 not resell, rent, lease, sublicense, re-distribute or provide any other form of partial or total access to the Solution or any part thereof, including the Database, to any third party; and

5.3.11 not use a web crawler, site search and retrieval application, or any other tool capable of retrieving or indexing the Solution and all its elements, including the Database.

5.4. Notwithstanding the above restrictions, the Client is authorised to communicate the Results to the End Users provided that such communication is under conditions that guarantee the confidentiality of the Results.

5.5. The Client shall provide the necessary access infrastructure to the Users.

5.6. The Client must subscribe to electronic communication services that allow them to connect to the Service Provider's network. Without this connection, the Solution cannot be accessed.

5.7. The Client shall take all appropriate precautions to protect itself against Viruses and to ensure that its networks, operating systems and software (hereinafter referred to as **Systems**) are properly configured in accordance with industry Internet standards, including security standards, and that such Systems do not access, store, distribute or transmit any Viruses including when in communication with or integrated to the Platform. In no event shall it structure or select its Systems in such a way as to avoid the foregoing obligation.

5.8. It is imperative for the Client to promptly notify the Service Provider of any security breaches that are present or that occur through intrusion into the Client's Systems, by e-mail to support@pricehubble.com This includes any unauthorized access, use, disclosure or destruction of data. The Client shall cooperate with the Service Provider to immediately correct any security deficiencies, and shall immediately neutralise any intruder or intrusion. The Client shall refrain from making public statements about a security breach without the express prior written consent of the Service Provider.

5.9. If the Service Provider removes the Client's access rights to the Solution for any reason, or if the Contract is terminated for any reason or expires (i.e. the licence period is not renewed), the Client is required, unless otherwise specified by the Service Provider, to permanently delete all data and other information stored by the Client in connection with the use of the Solution unless this would require the Client to breach any law or obligation imposed by a governmental authority.

5.10. The Client undertakes to take the necessary measures to ensure that the Users or End Users of the Solution, where applicable, comply with the obligations set out in this clause 5. The Client shall be liable for any failure to by Users or End Users accessing the Solution via the Client to comply with the undertakings and obligations set out in clause 5.

5.11. The integration of the APIs in the Client's technical environment will be the Client's full responsibility, using the technical documentation provided by the Service Provider. Upon request of the Client, the Service Provider may provide technical assistance for the integration of the APIs, subject to specific pricing conditions to be defined between the Parties as appropriate.

5.12. The Client acknowledges and agrees 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 Service 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 such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not the Service Provider. The Service Provider recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Service Provider does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. **Prices and payment**

6.1. In order to have access to the Services, the Client must pay a licence fee to the Service Provider in accordance with the Special Conditions.

6.2. The Service Provider shall be entitled to increase its licence fees from time to time to compensate for any increase in its own costs, e.g. due to wage inflation or an increase in the costs charged to the Service Provider by its suppliers. The Service Provider shall give not less than thirty (30) days advance written notice to the Client of any such increase including their effective date provided that the Client shall be entitled to terminate this agreement by giving written notice to the Service Provider no less than fifteen (15) days before the increase effective date.

6.3. Invoices are payable within thirty (30) days of the invoice date.

6.4. In the event of non-payment of an invoice on the due date, the Service Provider shall be entitled, without any prior notice of default, to payment by the Client of default interest at the rate of 1% over the annual base rate of HSBC from time to time, commencing on the due date and continuing until fully paid, as well as compensation for all collection costs incurred by the Service Provider as a result of the non-payment, with a minimum of 10% of the unpaid invoice including reasonable attorney's fees. In addition, in the event of non-payment of an invoice when due, the Service Provider may, at its discretion and without prejudice to any other legal remedy it may have:

6.4.1 demand immediate payment of all outstanding invoices;

6.4.2 suspend the provision of the Services to the Client until payment is received; and

6.4.3 terminate the agreement with immediate effect, without prior judicial intervention and without owing the Client any compensation, by means of a written notice to that effect. In this case, all unpaid invoices shall become immediately due and payable.

7. **Duration and termination**

7.1. This Contract is concluded in the form of a licence for the duration specified in the Special Conditions.

7.2. The Contract will automatically extend as provided by the Special Conditions unless one Party notifies the other of its intention to terminate the Contract (by registered letter with acknowledgement of receipt) no later than three (3) months prior to the extension date (i.e. the relevant anniversary of the start date of the licence).

7.3. Without prejudice to the Service Provider's other rights and remedies, the Service Provider shall have the right to terminate the agreement at any time, without prior judicial intervention and without owing the Client any compensation, by giving written notice to that effect, if the Client:

7.3.1 the Client commits a material breach of any of the provisions of this agreement and, to the extent that such breach can still be remedied, has not duly remedied such breach within thirty (30) days of written notice thereof from the Service Provider;

7.3.2 the Client 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 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;

7.3.3 the Client 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 the Client with one or more other companies or the solvent reconstruction of the Client;

7.3.4 the Client applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

7.3.5 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 the Client other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;

7.3.6 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 Client (being a company, partnership or limited liability partnership);

7.3.7 the holder of a qualifying floating charge over the assets of the Client (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

7.3.8 a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;

7.3.9 a creditor or encumbrancer of the Client 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 Client's assets and such attachment or process is not discharged within 14 days;

7.3.10 any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.3.4 to clause 7.3.9 (inclusive);

7.3.11 the Client ceases or threatens to cease trading, or suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

7.3.12 the Client suffers a deterioration to its financial position so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

7.4. Upon termination of this agreement, all licences granted under this agreement shall immediately terminate and the Client shall immediately cease all use of the Solution and/or the Services and the Client shall (and shall make sure that its representatives also shall) immediately:

7.4.1 pay all outstanding invoices;

7.4.2 return all confidential information to the Service Provider or delete it and confirm such deletion in writing to the Service Provider; and

7.4.3 cease to use any Data or parts thereof; (ii) return all Data to the Service Provider, or, upon Service Provider’s request, fully destroy at its own expense, all copies of the Data and all related product documentation in its possession or under its control, whether or not modified or incorporated into other materials and in whatever form or medium, including but not limited to any electronic files, digital storage media, documents, notes, summaries, analyses, compilations, or other materials containing or reflecting such Data, together will all copies thereof; and (iii) delete all variables and associated information from the Data, whether or not modified or incorporated into other materials and in whatever form or medium, including but not limited to any electronic files, digital storage media, documents, notes, summaries, analyses, compilations, or other materials containing or reflecting such Data, together will all copies thereof.

The Client shall immediately give the Service Provider written notice certifying that it has duly complied with the provisions in this clause 7.4.

8. **Indemnity**

8.1. The Service Provider shall ensure that it has all necessary rights to grant the Client the right to use the Services and the Solution to the extent provided for in this agreement. The Service Provider shall defend and indemnify the Client against any and all claims or actions by a third party alleging that the use of the Services or the Solution infringes its Intellectual Property Rights provided that.

8.1.1 the Service Provider is given prompt notice of any such claim;

8.1.2 the Client does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Service Provider in the defence and settlement of such claim, at the Service Provider's expense; and

8.1.3 the Service Provider is given sole authority to defend or settle the claim.

8.1.4 In no event shall the Service Provider, its employees, agents and subcontractors be liable to the Client to the extent that the alleged infringement is based on:

8.1.5 a modification of the Services and the Solution by anyone other than the Service Provider; or

8.1.6 the Client's use of the Services and the Solution in a manner contrary to the instructions given to the Client by the Service Provider including as provided in the Special Conditions; or

8.1.7 the Client's use of the Services and the Solution after notice of the alleged or actual infringement from the Service Provider or any appropriate authority.

8.2. The foregoing states the Client's sole and exclusive rights and remedies, and the Service Provider's (including the Service Provider's employees', agents' and subcontractors') entire obligations and liability, for infringement of any Intellectual Property Rights.

8.3. The Client shall indemnify the Service Provider from and against any and all claims, actions, suits, proceedings, liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorney's fees and other legal expenses) incurred by the Service Provider as a result of:

8.3.1 any breach of the provisions of this Contract; and

8.3.2 claim of any kind brought by a User or End User against the Service Provider, or more generally any person, whether authorized or not, to whom the Client has communicated any information of any kind obtained through the Solution.

9. **Limitation of Liability**

9.1. The Client acknowledges and agrees:

9.1.1 the estimates obtained by the Client or the User using the Service Provider's Solution are only indicative and do not constitute an expert opinion;

9.1.2 the Solution is only a set of tools allowing the Client to understand the performance of real estate investments, as a result of the aggregation of available data;

9.1.3 the Service Provider does not warrant or guarantee that the data made available to the Client within its analysis solutions is complete and up-to-date and it is the Client's responsibility to verify the data accessed through the Solution, by comparing it with other sources of information if necessary;

9.1.4 the content of the analyses should not be considered as an explicit or implicit promise, guarantee or undertaking by the Service Provider that its Users or End Users will benefit from the strategies described or that losses arising from the implementation of such strategies can or will be limited;

9.1.5 the Service Provider has no duty to advise on the Client's investment decisions and the Service Provider shall not be liable for any losses arising from an investment based on any analysis, forecast or other information, arising from or in connection with the Solution;

9.1.6 the Client expressly waives any recourse of any kind against the Service Provider for any consequences that may result from the Client's decisions made on the basis of information obtained using the Solution;

9.1.7 that it is solely responsible for the content, development, operation, sale or availability, performance, security, hosting, interface, support and maintenance of its Application(s), and acknowledges that the Service Provider shall not be liable in respect thereof; and

9.1.8 the Service Provider is not responsible for the content present in the Client's technical environment or the use of the Client's environment by the Client's Users or End Users.

9.2. Notwithstanding section 9.1, in no event shall the Service Provider be liable to the Client, any Affiliate of the Client, or their respective directors, officers or employees, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

9.2.1 any direct, indirect, incidental, consequential, special, or exemplary damages;

9.2.2 any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information;

9.2.3 the inability to use the Solution, interruption, suspension or temporary or permanent discontinuation of the Solution,

however arising under this agreement; and

9.2.4 the Service Provider's total aggregate liability in contract (including in respect of the indemnity at section 8.1), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement (per claim and in the aggregate) shall be limited to the total licence charges and fees paid by the Client to the Service Provider during the six (6) months immediately preceding the date on which the claim arose.

9.3. Nothing in this agreement excludes the liability of the Parties for:

9.3.1 death or personal injury caused by a Party’s negligence; or

9.3.2 fraud or fraudulent misrepresentation.

10. **Intellectual property rights**

10.1. The Service Provider owns all Intellectual Property Rights in the Solution, the Services and the Database, now and in the future. Except for the limit licence provided by section 4.1, this agreement does not grant the Client any rights to, under or in, any Intellectual Property Rights in respect of the Solution, the Services and the Database.

10.2. The Client shall refrain from reproducing in any form whatsoever, by any means and on any medium whatsoever, the elements of any kind that are part of the Solution and the Database (in particular software, programs, design and logo) and the documents relating thereto.

10.3. The Client is, and remains, the owner of all the data it uses via the Solution within the framework of the Contract.

10.4. The ownership of the Database and the Data concerned is not transferred to the Client in any way, as only a simple right of extraction and temporary use is granted to the Client by the Service Provider. Any resale of the qualitatively or quantitatively substantial part of the content of the Database by the Client is strictly prohibited.

11. **Force majeure**

11.1. Neither Party shall be liable for non-performance of its obligations under the Contract if such non-performance is due to events outside its reasonable control including acts of God, strikes, lockouts or other labour disputes, sabotage, fire, explosions, floods, pandemics, governmental decisions, wars, unforeseen shortages or unavailability of electricity, networks or infrastructure or the inability or delay in obtaining necessary governmental approvals, permits and licences (force majeure). The inability of the Client to fulfil its obligations due to insolvency or lack of financial resources shall not be considered as force majeure.

11.2. The Party prevented from performing its obligations under the Contract must inform the other Party without delay of its inability to perform its contractual obligations. The force majeure event suspends the obligations arising from the Contract for the entire duration of its existence. If the force majeure continues for a period exceeding fifteen (15) days, the other Party may terminate the Contract. Termination in such a case must be notified in writing and will take effect on the date of receipt of the notice.

12. **Confidentiality**

12.1. The Parties undertake to treat as confidential all data and documents of whatever nature and on whatever medium that one of the Parties transmits to the other in the context of the performance of the Contract.

12.2. Each of the Parties undertakes to take all measures to ensure compliance with this obligation of confidentiality and shall refrain from disclosing to any natural or legal person, either directly or indirectly, the confidential information of which it may have knowledge within the framework of the Contract and/or from reproducing it and/or exploiting it, both on its own behalf and on behalf of third parties, for purposes other than the performance of the Contract.

12.3. Each of the Parties undertakes to transmit confidential information received only to those members of its staff who are responsible for participating in the performance of the Contract and who have been informed of the confidential nature of such information.

12.4. The obligations set out in this clause 12 shall survive the expiry of the Contract for a period of five (5) years.

12.5. It is expressly stipulated that the confidentiality obligations under the Contract shall not apply in respect of confidential information disclosed by a Party but which:

12.5.1 would be widely known to the public at the time of their transmission, or would become so afterwards, regardless of any breach of confidentiality;

12.5.2 would have been known by the Party to which it was addressed before it was transmitted to it by the other Party, provided that the receiving Party can validly demonstrate that it had prior knowledge thereof;

12.5.3 would have been communicated by a third party in a lawful manner and received in good faith;

12.5.4 would have been the subject of a request from an administration or the judicial authority; or

12.5.5 would constitute information the use or disclosure of which has been specifically authorised in writing by the other Party.

13. **Processing of personal data**

13.1. The Parties acknowledge that, when processing Personal Data under this agreement, they will always act in accordance with the principles set out in the UK GDPR and in Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, as well as any other additional applicable legislation in force regarding the protection of Personal Data.

13.2. In the specific context of this Contract, the Service Provider acts as the data controller in relation to the account data of Clients and Users including names and email addresses.

13.3. The Service Provider will process Personal Data including contact details and the description of goods, in accordance with the Client's written instructions as a subcontractor on behalf of the Client and/or the User, who remains responsible for the processing of this personal data.

13.4. The Service Provider grants access to Personal Data only to its employees, agents or independent contractors who are subject to a written obligation of confidentiality and only to the extent necessary for the performance of this agreement.

13.5. The Service Provider shall promptly provide the Client with all requests for the exercise of rights in relation to Personal Data received by the Service Provider, so that the Client can respond to them.

13.6. The Service Provider shall not process Personal Data outside the UK and the EEA without taking the necessary precautions to ensure that such transfer complies with the provisions of the applicable data protection legislation.

13.7. For the processing activities under this agreement, the Client authorises the Service Provider to use subcontractors. Before the Service Provider engages a subcontractor to carry out processing operations under this agreement, the Service Provider shall impose on the subcontractor at least the same data protection obligations as those contained in this agreement by means of a written agreement. If a subcontractor fails to fulfil its data protection obligations, the Service Provider shall remain fully liable to the Client for the fulfilment of these obligations.

13.8. The Service Provider shall take all appropriate technical, physical and organisational security measures to protect Personal Data against accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access, as well as against any other form of unlawful processing including unnecessary collection or further processing.

13.9. The Service Provider shall inform the Client as soon as possible (and in any event no later than 24 hours after its discovery) of a data security breach that relates to the processing of Personal Data and shall at the same time inform the Client as far as possible of :

13.9.1 the nature of the breach;

13.9.2 the Personal Data (if any) affected;

13.9.3 the identified and expected consequences of the breach for the processing of Personal Data and the data subjects; and

13.9.4 the measures that the Service Provider has taken and is taking to limit the negative consequences of the breach.

13.10. The Service Provider acknowledges that the Client is, under certain circumstances, legally obliged to notify the supervisory authority and, where applicable, the data subjects of a data security breach that concerns, or could concern, the Personal Data processed by the Service Provider. The Service Provider shall take all reasonable measures to limit the damage and to support the Client in notifying the supervisory authority and the data subjects. The Service Provider shall keep the Client informed of new developments regarding the breach and the measures taken by the Client to limit and terminate the scope of the breach and to prevent a recurrence in the future.

13.11. The Service Provider shall make available to the Client all information and documents relating to the processing of personal data under this agreement and the UK GDPR (or any other applicable legislation) and shall allow the Client to verify on site, at least once a year, that the Service Provider is complying with the provisions of this clause and the UK GDPR.

14. **General Provisions**

14.1. The Contract sets out the entire agreement of 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. Each Party acknowledges that in entering into this Contract 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 herein. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract. Nothing in this clause shall limit or exclude any liability for fraud.

14.2. If one or more provisions of the Contract are declared null and void by a court decision or prove impossible to implement, the validity and enforceability of the other provisions shall not be affected and the Parties undertake to negotiate a replacement provision in good faith.

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

14.4. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. The Parties acknowledge that they are acting as independent co-contractors.

14.5. 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 Party in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.6. The Contract does not confer any rights on any person or party (other than the Parties to the Contract and, where applicable, their successors and permitted assigns, pursuant to the Contracts (Rights of Third Parties).

15. **Assignment**

15.1. Subject to clause 15.2, the Client shall not, without the prior written consent of the Service Provider, not to be unreasonably withheld, assign, novate, transfer, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2. The Client may transfer all or part of the rights and obligations under this agreement to any Affiliate of the Client.

15.3. The Service Provider may at any time, assign, novate, transfer, subcontract or deal in any of its rights or obligations under the Contract. The Service Provider shall remain responsible for the acts and omissions of its subcontractors.

16. **Governing law and jurisdiction**

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

16.2. 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).