Professional Services Agreement – United Kingdom

This Reseller and Professional Services Agreement (the "**Agreement**") is made on "**[DATE]**" (“**Effective Date**”) by and between ______________ ("**Customer**") and Jones Lang LaSalle [Limited] and its affiliates ("**JLL**"). In consideration of the mutual promises set forth herein, the parties agree as follows:

1. PRODUCTS AND SERVICES.

Subject to the terms and conditions of this Agreement, JLL agrees to perform professional services related thereto ("**Services**") and may resell certain third-party technology products (“**Products**”) as set forth in an applicable Statement of Work (“**SOW**”). Each SOW will be executed by both parties and describe the Services to be performed, and if applicable any Products, applicable fees and any other terms that apply to that specific SOW. Unless expressly agreed to in writing, this Agreement will take precedence in the event of a conflict between the terms of this Agreement and a SOW.

2. COMPENSATION; INVOICES.

2.1 Customer will compensate JLL for Products and Services rendered as set forth in an SOW.

2.2 JLL will invoice Customer for its fees, expenses and costs incurred during that month. Customer will pay each invoice within 30 days from receipt of invoice. JLL will provide Customer with notice of any late payment; Delinquent payments will earn interest at the rate of 1.5% per month from the due date until paid.

3. INTELLECTUAL PROPERTY RIGHTS.

3.1 Work Product**.** Customer is the sole and exclusive owner of all Work Product created pursuant to this Agreement. For purposes of this Agreement, “**Work Product**” means any reports, memoranda, notes, project files, documents, manuals, and other materials developed pursuant to this Agreement specifically for Customer, including equipment inventories, maintenance schedules, equipment repair/replacement records, designs, drawings, specifications. Work Product does not include (i) any materials, training manuals, processes, know how or intellectual property owned or licensed by JLL; (ii) JLL Technology or JLL’s information technology systems or software; or (iii) derivatives, modifications, or improvements of the foregoing created by or on behalf of JLL or its third party suppliers whether prior to or after the Effective Date (collectively, “**JLL Materials**”), and (iv) Products. JLL hereby grants Customer a non-exclusive, perpetual, irrevocable, fully-paid-up, non-transferable, royalty-free license to use any JLL Materials that are (i) incorporated in any Work Product, or (ii) necessary for the use of any Work Product. This Section shall survive any termination or expiration of this Agreement.

3.2 License**.** If any subscription to JLL Technology provided as part of Services, JLL hereby grants to Customer, during the Term, a worldwide, revocable, non-exclusive, non-sublicensable license to use and access the JLL Technology solely for Customer’s internal business purposes in accordance with any documentation and other materials provided by JLL under this Agreement and applicable SOW. For purposes of this Agreement, “**JLL Technology**” means the information technology systems, software, platforms and tools of JLL, its affiliates, subsidiaries and licensors, and all intellectual property rights in any of the foregoing. Except as specifically set forth herein, no license, either express or implied, is granted by JLL to Customer hereunder with respect to any JLL Technology or the intellectual property rights appurtenant thereto. Customer may not: (i) reverse engineer, disassemble or decompile the JLL Technology; (ii) sell, rent, lease, sublicense, distribute or otherwise make the JLL Technology available to any third party by time-sharing or otherwise, except for any employees, management personnel, representatives, agents or contractors of Customer; (iii) modify, copy, alter or create any derivative works in or to the JLL Technology.

3.3 Product Terms**.** For third party technology product resold hereunder, Customer may be required to comply with or agree to certain end user license agreement terms and conditions (EULA) related to the Products. In addition, Customer is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of its networks. JLL shall have no liability with respect to Customer’s cybersecurity, network access or any of the Products, and does not make any warranties, express or implied, statutory or otherwise, with respect to the Products.

4. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that: (a) it has the right to enter into this Agreement; (b) that it is financially capable of fulfilling all requirements of this Agreement; (c) that it will at all times comply with all applicable federal, state and local laws, regulations, rules, ordinances, orders and decrees, and (d) that it is not subject to any legal proceedings or contractual obligations that would prohibit it from entering into this Agreement or performing hereunder. JLL agrees that it will use personnel, equipment and materials qualified and/or suitable to perform the Services.

5. INSURANCE. JLL will maintain, at its sole cost and expense, the insurance set forth in Appendix 1.

6. INDEMNIFICATION.

6.1 JLL Indemnity**.** JLL agrees to defend, indemnify and hold harmless Customer and its respective officers, directors, employees, agents, partners, affiliates, successors and assigns from and against any and all demands, losses, expenses, damages, liabilities, fines, and penalties asserted against Customer by a third party, including, without limitation, costs, expenses and attorneys' fees incident thereto ("**Third Party Claims**"), to the extent arising from or relating to: (a) any claim that the Work Product or JLL Materials infringe any copyright, patent, trademarks, trade secrets, or other intellectual property rights of any third party; and (b) for any physical damage to real or tangible property and bodily injuries and death to all persons to the extent caused by the negligent acts, errors or omissions of JLL.

6.2 Customer Indemnity**.** Customer agrees to defend and hold harmless JLL and its respective officers, directors, employees, agents, partners, affiliates, successors and assigns from and against any and all Third Party Claims, to the extent arising from or relating to: (a) any claim that Customer's data, materials and document and/or Customer's misuse of the Products infringe any copyright, patent, trademarks, trade secrets, or other intellectual property rights of any third party; and (b) for any physical damage to real or tangible property and bodily injuries and death to all persons to the extent caused by the negligent acts, errors or omissions of Customer; and for all expenses (including reasonable attorney's fees) incurred by JLL in connection therewith.

7. LIMITATIONS ON LIABILITY. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONFIDENTIALITY, A BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OF, OR WAS ADVISED OF, THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL JLL'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO JLL FOR THE PRODUCTS AND SERVICES PROVIDED IN THE YEAR IN WHICH THE CLAIM OCCURS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY.

8. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that either party may assign this Agreement to any affiliate of such party or any entity which acquires all or substantially all of its assets through a merger, consolidation or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each party's respective legal representatives, successors and permitted transferees and assigns.

9. SUBCONTRACTING. JLL may utilize any subcontractor in its performance of the Services without Customer's prior written approval. JLL's use of any subcontractor will not relieve JLL of any of its obligations or liabilities under this Agreement**. 10. CONFIDENTIALITY.**

10.1 Confidential Information. During the course of performing and receiving Services, JLL and Customer may have access to information of the other that is confidential to one another ("**Confidential Information**") including, without limitation, specifications, business methods, marketing strategies, pricing, competitor information, the terms of this Agreement, and financial results. Confidential Information will not include any information that (a) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (b) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (c) is received by the receiving party from a third party without any restriction on confidentiality, (d) is independently developed by the receiving party or its affiliates, (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (f) is approved for release by prior written authorization of the disclosing party. The parties agree to maintain the confidentiality of the Confidential Information and to use best efforts (which are at least the same used to protect its own Confidential Information) to protect from public disclosure the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations hereunder. For the purposes of this Section, the term "**Confidential Information**" will mean any and all confidential and proprietary information, data, and documentation, including business and financial information, Customer information, and individual personal information, which Customer receives from JLL, and all inventions, trade secrets, methods, reports, records, computer software, designs, drawings, documents and other materials provided under this Agreement. Customer will not disclose or permit access to Confidential Information to any third party without the consent of JLL, and only if such person has a legitimate need to know the Confidential

Information to permit Customer to perform the Services. Customer will require that any such third party be subject to confidentiality obligations no less stringent than those set forth herein. Each party will return all Confidential Information promptly after completion of the Services or upon such party's request.

10.2 **Aggregate Data.** Notwithstanding the foregoing, Customer hereby grants JLL a non-exclusive, perpetual, irrevocable, royalty-free license to Aggregated Data. JLL may monitor Customer's (and Customer's authorized users') use of the Services and use data and information related to such use, in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Data**"), which will not be considered Confidential Information. All right, title and interest in the Aggregated Data and all related intellectual property rights, belong thereto and are retained solely by JLL. Customer agrees that JLL may compile Aggregated Data based on data provided by or on behalf of Customer or any information input by Customer's authorized user of the Services, and Customer agrees that JLL may use Aggregate Data to the extent and in the manner permitted by applicable law or regulation.

10.3 **Privacy and Security of Personal Data.** JLL will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of Customer Data, consistent with what JLL supplies generally to its other users. JLL's privacy policy is available at https://www.us.jll.com/en/privacy-statement Privacy Policy and JLL's Data Privacy Addendum is available at https://www.jllt.com/legal-agreements/ ("**Data Privacy Addendum**"), or other replacement location as provided upon request by JLL. JLL does not guaranty the privacy, security, integrity, or authenticity of any third party technology Products, or any information transmitted over or stored in any system connected to or accessible via the Internet. Each Party will, to the extent applicable with respect to personal information as defined under applicable Laws, comply with, to the extent applicable, (i) all applicable laws relating to data privacy of any state within the United States; (ii) the European Union ("**EU**") General Data Protection Regulation 2016/679 ("**GDPR**") and the Laws of the individual EU member states implementing GDPR with respect to personal data as defined under the GDPR, and (iii) data protection laws of countries outside the EU and US to the extent expressly identified in a Statement of Work, in each case as relevant to the Services and activities provided thereunder. Notwithstanding anything to the contrary, Customer represents and warrants that it will obtain and maintain all consents as required from each Customer authorized user and data subject, prior to such personal information or other information being disclosed to JLL (through the use of the Services or otherwise) and Customer is expressly authorizing all other activities contemplated in this Agreement (and any relevant data privacy agreement between the Parties) and in the applicable Statement of Work, including, but not limited to the collection, disclosure, and use of all information provided to JLL by Customer.

11. TERM AND TERMINATION OF AGREEMENT.

11.1 This Agreement will commence on the Effective Date and remain in full force and effect for a period of [3] years unless terminated in accordance with this Section 11 (the "**Term**").

11.2 Either party may terminate this Agreement, or any Statement of Work entered into hereunder, (a) immediately upon a material breach by the other party that remains uncured for 30 days or (b) immediately for a breach that cannot reasonably be cured.

12. MISCELLANEOUS.

12.1 No Waiver**.** Failure of either party at any time to require performance by the other party of any provision hereof will in no way affect the full right to require such performance at any time thereafter, nor will the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

12.2 Severability**.** If any provision of this Agreement is deemed to be invalid or unenforceable under applicable law, this Agreement will be considered divisible as to such provision and such provision will thereafter be inoperative, provided however, the remaining provisions of this Agreement will be valid and binding.

12.3 Survival**.** The Insurance, Indemnification, Confidentiality and Limitation of Liability sections will survive the expiration or termination of this Agreement, as well as any other provisions which, by their nature, are intended to survive termination of this Agreement.

12.4 Notices**.** Any information or notices required to be given under this Agreement must be in writing and delivered either by: (i) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice will be deemed delivered when received. All notices should be addressed as follows:

For JLL:	**For Customer: Enter Customer Name**
Jones Lang LaSalle Limited	
30 Warwick Street	
London W1B 5NH	
Attn: JLLT - General Counsel	Attn:
With copy to: JLLTLegal@am.jll.com	

12.5 Governing Law**.** This Agreement will be governed and interpreted under the laws of the England and Wales and disputes will be referred to courts in London.

12.6 Entire Agreement**.** This Agreement constitutes the entire agreement between Customer and JLL with respect to the Services and supersedes all prior negotiations, communications, representations or agreements, whether oral or written, except to the extent they are expressly incorporated herein. All exhibits and attachments hereto are incorporated into and made a part of this Agreement. If Customer's purchase orders, JLL's work orders or statements of work, proposals, invoices, or other similar documents, are governed by this Agreement, then any standardized terms and conditions included in or annexed to those documents will be void and have no effect, and the terms and conditions of this Agreement will prevail. Hand-written terms and conditions provided by Customer will have no force or effect. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement will be effective unless in writing and signed by the respective parties hereto.

12.7 Relationship of the Parties**.** Neither this Agreement nor the parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship or as granting a franchise. Neither party will attempt to, or will have the right to, legally obligate the other party.

12.8 Non-Exclusive**.** JLL and Customer each acknowledge and agree that the rights granted to each other in this Agreement are granted on a non-exclusive basis, and that nothing in this Agreement prevents either party from entering into similar agreements with third parties at any the at the sole discretion of each party.

12.9 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Jones Lang LaSalle [Limited] (JLL)	**CUSTOMER: Enter Customer Name**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX 1 – INSURANCE REQUIREMENTS

1. EACH PARTY SHALL EVIDENCE AT LEAST THE FOLLOWING MINIMUM INSURANCE COVERAGE, PROVIDED THAT THE AMOUNTS LISTED BELOW WILL NOT ACT AS A LIMITATION ON RECOVERY FROM JLL'S INSURANCE.

1.1 Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("**ISO**") commercial general liability coverage "**occurrence**" form CG 00 01 04 13 or another "**occurrence**" form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

1.1.1 £1,000,000 Per Occurrence Limit

1.1.2 £2,000,000 General Aggregate Limit

This coverage shall be primary to JLL's coverage, and JLL's coverage shall be noncontributory.

1.2 Excess or Umbrella Liability

JLL shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' liability, and Commercial Automobile Liability insurance with the minimum limits equal to £1,000,000 each occurrence and £1,000,000 annual aggregate. **1.3** Worker's Compensation - Statutory Limits

1.4 Employers' Liability

With minimum liability limits of £1,000,000 bodily injury by accident each accident, £1,000,000 bodily injury by disease policy limit, and £1,000,000 bodily injury each employee.

1.5 Commercial Automobile Liability

1.2.1 Combined Single Limit - £1,000,000 per accident.

1.2.2 Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

1.6 Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Client or JLL Property.

1.7 Errors and Omissions Liability (applicable to all Professional Services)

JLL shall provide Liability limits of at least £1,000,000 per claim and £1,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the Agreement.

1.8 Cyber Liability

Cyber Liability including media, privacy, and network security liability, in the amount of £1,000,000 per claim and £1,000,000 in the aggregate.

3rd Party Software/Products – Terms and Conditions

ALL THE TERMS AND CONDITIONS MENTIONED IN THE BELOW LINK WOULD BE APPLICABLE WHILE USING THE FOLLOWING 3RD PARTY SOFTWARE/PRODUCTS "EPTURA"-

Link: https://eptura.com/terms/tos/