



IN-FORM SERVICES AGREEMENT

THIS AGREEMENT is dated []

Parties

- (1) **HOMELESS LINK**, incorporated and registered in England and Wales with company number 04313826 whose registered office is at Minories House, 2-5 Minories, London EC3N 1BJ ("**Homeless Link**").
- (2) [] incorporated and registered in England and Wales with company number [] whose registered office is at [] ("**Customer**").

Background

- (A) Homeless Link has developed and provides a service consisting of access to an online client recording system known as "In-Form".
- (B) The Customer wishes to use Homeless Link's service in its operations.
- (C) Homeless Link has agreed to provide and the Customer has agreed to take and pay for Homeless Link's service subject to the terms and conditions of this Agreement.

Agreed terms

1 Interpretation

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

Application: Homeless Link's proprietary Application built on the Salesforce platform only known as "In-Form", including any error corrections, updates, upgrades, modifications, custom objects and enhancements to it provided to the Customer under this Agreement.

Authorised Users: those employees, volunteers, agents and independent contractors of the Customer who are authorised to use the Application and the Services.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.

Customer Data: the data inputted into the information fields of the Application by the Customer, by Authorised Users, or by Homeless Link on the Customer's behalf.

Data Processing Addendum: the SFDC Data Processing Addendum at Schedule 4, as updated from time to time by SFDC and published on www.salesforce.com/uk/gdpr/resources/

Data Protection Legislation: all applicable laws and regulations in force from time to time in the UK relating to the processing of personal data and privacy including without

limitation the Data Protection Act 2018, the UK GDPR, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any successor legislation and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Controller, Processor, Data Subject, personal data and Processing shall have the same meaning as in the Data Protection Legislation, and their cognate terms shall be construed accordingly.

Effective date: as set out in Schedule 1.

Fees: the fees payable to Homeless Link, as described in Schedule 1.

Maintenance and Support: any error corrections, updates and upgrades that Homeless Link may provide or perform with respect to the Application and Services, as well as any other support or training services provided to the Customer under this Agreement, all as described in Schedule 2.

Main Services Agreement: the SFDC Main Services Agreement in force from time to time and published on www.salesforce.com/company/legal/agreements

Normal Business Hours: 9.00am to 5.00pm local UK time, each Business Day.

Renewal Date*: Anniversary of first Salesforce licence purchase for Customer's In-Form system.

Renewal Period*: Period up to anniversary of first Salesforce licence purchase for Customer's In-Form system.

*Once a Customer's Salesforce system has been set up with the In-Form application installed, an In-Form consultant will buy licences from Salesforce for the Customer's staff and Homeless Link to use. The date of that purchase becomes the start date of the Customer's Salesforce licence contract and the date Homeless Link uses for the Customer's In-Form contract. The Customer's contract renewal date will be one year later.

SFDC Terms of Use (applies to resellers and OEM partners): the SFDC Reseller Terms of Use at Schedule 5, as updated from time to time by SFDC and published on www.salesforce.com/company/legal/agreements/

Services: the provision of the Application, the services provided by SFDC, the Services and/or Maintenance and Support as detailed in the In-Form Background Document attached to this Agreement and in Schedule 2, given the context in which the term **Services** is used.

SFDC: the salesforce.com company described in the Main Services Agreement.

Special Terms: the terms set out in Schedule 3.

Subscription Fees: the fees for the User Subscriptions set out in Schedule 1.

Term: as set out in Schedule 1.

UK GDPR: Regulation (EU) 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to this Agreement which entitle Authorised Users to access and use the SFDC platform.

Virus: any thing or device (including any Application, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer Application, 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).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 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 for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to **writing** or **written** includes e-mails.
- 1.9 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 and Application**

- 2.1 The Customer acknowledges that:
 - 2.1.1 the Application is hosted on a platform hosted by a third-party provider, SFDC;
 - 2.1.2 by purchasing the User Subscriptions the Customer agrees to:
 - (a) the additional terms and conditions which govern the use of the SFDC platform (which take the form of SFDC's current Main Services Agreement and SFDC Terms of Use (applies to resellers and OEM partners); and

(b) clauses 9.1 – 9.3 of the Data Processing Addendum;

and the Customer hereby agrees that it will adhere to such terms and conditions.

- 2.2 Subject to the Customer purchasing the User Subscriptions, Homeless Link hereby grants to the Customer on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable licence to allow Authorised Users to access the Application and the Services solely for the Customer's internal business purposes.
- 2.3 This Agreement may be subject to any Special Terms which may be agreed between the parties. In the event of a conflict between the terms of the main body of this Agreement and the Special Terms, the Special Terms shall take precedence.
- 2.4 In relation to Authorised Users:
- 2.4.1 The maximum number of Authorised Users that the Customer authorises to access and use the Services and the Application shall not exceed the number of User Subscriptions it has purchased from time to time;
- 2.4.2 User Subscriptions may not be shared between Authorised Users;
- 2.4.3 Homeless Link may audit the uses of Services by Authorised Users. Such audit may be conducted no more than once per year, at Homeless Link's expense, and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with Customer's normal conduct of business.
- 2.5 In relation to the Application:
- 2.5.1 the Customer shall not knowingly store, distribute or transmit any Viruses, or any material through the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
- 2.5.2 the rights provided under 2.2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer;
- 2.5.3 the Customer shall not:
- (a) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Application except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties; or

- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application, except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties; or
- (c) access all or any part of the Application or Services in order to build a product or service which competes with the Application and/or the Services;
- (d) use the Application or Services to provide services to third parties but this shall not prevent the Customer from working in a joint venture with another organisation and using Services to record that work; or
- (e) subject to clause 18.1, transfer, temporarily or permanently, any of its rights under this Agreement, or
- (f) attempt to obtain, or assist third parties in obtaining, access to the Application, other than as provided under clause 2.
- (g) create or use custom objects** beyond those included in the In-Form managed package and additional objects added by Homeless Link staff during the implementation process. If additional objects are required, the customer shall commission these to be built by Homeless Link staff.
- (h) create or use custom objects** outside the In-Form application without obtaining appropriate Salesforce licences eg Sales and Service Cloud Enterprise licences.

**A Custom Object is a set of custom records in a new table in the database in addition to the standard In-Form package.

2.5.4 The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Application and the Services and notify Homeless Link promptly of any such unauthorised access or use.

3 Additional User Subscriptions

Please see Schedule 1, Notes.

4 Maintenance and Support

Homeless Link shall provide the Maintenance and Support services set out in Schedule 2.

5 Customer Data

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

- 5.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 5.3 The parties acknowledge that if Homeless Link processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the Controller and Homeless Link is the Processor for the purposes of the Data Protection Legislation. Schedule 6 sets out the scope, nature and purpose of processing by Homeless Link, the duration of the processing, the types of personal data and the categories of Data Subject.
- 5.4 Without prejudice to the generality of clause 5.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Homeless Link for the duration and purposes of this Agreement so that Homeless Link may process the personal data in accordance with this Agreement on the Customer's behalf.
- 5.5 Without prejudice to the generality of clause 5.2, Homeless Link shall, in relation to any personal data processed in connection with the performance by Homeless Link of its obligations under this Agreement:
- 5.5.1 process that personal data only on the written instructions of the Customer unless Homeless Link is required by the laws of the United Kingdom applicable to Homeless Link to process personal data (**Applicable Laws**). Where Homeless Link is relying on Applicable Laws as the basis for processing personal data, Homeless Link shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Homeless Link from so notifying the Customer;
 - 5.5.2 immediately inform the Customer if, in the opinion of Homeless Link, an instruction infringes the Data Protection Legislation and shall not pass on any such instruction to SFDC;
 - 5.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - 5.5.4 the Customer acknowledges and agrees that Homeless Link may be required to transfer personal data outside the UK in exceptional cases (including, but not limited to, the temporary failure of a Salesforce data centre) or in cases of emergency where a transfer is necessary to meet Homeless Link's compelling legitimate interests. Homeless Link will only make such exceptional or emergency transfers of personal data outside of the UK where the following conditions are fulfilled:
 - (a) the transfer is to a country covered by UK adequacy regulations, or the Customer or Homeless Link has provided appropriate safeguards

pursuant to Article 46 of the UK GDPR, or an exception in Article 49 of the UK GDPR applies;

(b) the Data Subject has enforceable rights and effective legal remedies; and

(c) Homeless Link complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.

- 5.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 5.5.6 notify the Customer without undue delay and within 24 hours of becoming aware of a personal data breach;
 - 5.5.7 at the written direction of the Customer on the terms set out in clause 13.3.3, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
 - 5.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 5 and allow for audits (including inspections) by the Customer or the Customer's designated auditor.
- 5.6 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 5.7 The Customer consents to Homeless Link appointing SFDC as a third-party processor of personal data under this Agreement. Homeless Link confirms that it has entered or (as the case may be) will enter with SFDC into a written agreement incorporating the Data Processing Addendum.
- 5.8 Without prejudice to clause 5.7, Homeless Link shall not appoint another third-party processor of personal data under this Agreement without the Customer's prior written consent. If the Customer consents in writing to the appointment of a third party

processor, Homeless Link confirms that it will enter into a written agreement with the third-party processor incorporating terms which offer at least the same level of protection for the personal data as those set out in this clause 5 and which meet the requirements of Article 28 of the UK GDPR.

- 5.9 As between the Customer and Homeless Link, Homeless Link shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.
- 5.10 Either party may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

6 Homeless Link's Obligations

- 6.1 Homeless Link warrants that the Application and the Services provided by it will perform substantially in accordance with a requirements specification agreed between the parties from time to time and with reasonable skill and care in accordance with Good Industry Practice.
- 6.2 The warranty at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Application contrary to Homeless Link's instructions or modification or alteration of the Application by any party other than Homeless Link or Homeless Link's duly authorised contractors or agents. If the Application does not conform with the foregoing warranty, Homeless Link 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 6.1. Notwithstanding the foregoing, Homeless Link does not warrant that the Customer's use of the Application and the Services will be uninterrupted or error-free.
- 6.3 This Agreement shall not prevent Homeless Link from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.

7 Customer's Obligations

The Customer shall:

- 7.1.1 provide Homeless Link with:
 - (a) all necessary co-operation in relation to this Agreement; and
 - (b) all necessary access to such information as may be required by Homeless Link;

in order to render the Services, including but not limited to Customer Data, security access information, Application interfaces to the Customer's other business applications;

- 7.1.2 provide such personnel assistance as may be reasonably requested by Homeless Link from time to time;
- 7.1.3 comply with all applicable laws and regulations with respect to its activities under this Agreement; and
- 7.1.4 carry out all other Customer responsibilities set out in this Agreement or in any of the Schedules 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, Homeless Link may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary;
- 7.1.5 ensure that the Authorised Users use the Services and the Application in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- 7.1.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Homeless Link, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- 7.1.7 ensure that its network and systems comply with the relevant specifications provided by Homeless Link from time to time; and
- 7.1.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the internet, 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.

8 Change Control

- 8.1 If either party wishes to change the scope of the Services (including Customer requests for additional User Subscriptions), it shall submit details of the requested change to the other in writing.
- 8.2 If either party requests a change to the scope or execution of the Services, Homeless Link shall, within a reasonable time, provide a written estimate to the Customer of:
 - 8.2.1 the likely time required to implement the change;
 - 8.2.2 any variations to the Fees arising from the change; and
 - 8.2.3 any other impact of the change on the terms of this Agreement.
- 8.3 If Homeless Link requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

- 8.4 If the Customer wishes Homeless Link to proceed with the change, Homeless Link has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges and any other relevant terms of this Agreement to take account of the change.

9 Proprietary Rights

- 9.1 The Customer acknowledges and agrees that Homeless Link and/or its licensors own all intellectual property rights in the Application and the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Application, Services or any related documentation.
- 9.2 Homeless Link confirms that it has all the rights in relation to the Application that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10 Confidentiality

- 10.1 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:
- 10.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or
 - 10.1.2 was in the other party's lawful possession before the disclosure; or
 - 10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 10.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 10.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, 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.
- 10.3 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
- 10.4 agents in violation of the terms of this Agreement.
- 10.5 The Customer acknowledges that the Application, the results of any performance tests of the Application and the Services constitute Homeless Link's Confidential Information.

10.6 Homeless Link acknowledges that the Customer Data is the Confidential Information of the Customer and any Customer Data held by Homeless Link will be securely disposed of upon instruction from the Customer.

10.7 This clause 10 shall survive termination of this Agreement, however arising.

11 Indemnity

11.1 The Customer shall defend, indemnify and hold harmless Homeless Link against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) from a third party arising out of or in connection with the Customer's use of the Application or Services or the Customer's breach of any agreement with SFDC (including, without limitation, the terms and conditions relating to the User Subscriptions), provided that:

11.1.1 the Customer is given prompt notice of any such claim;

11.1.2 Homeless Link provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

11.1.3 the Customer is given sole authority to defend or settle the claim.

11.2 Homeless Link shall defend, indemnify and hold harmless the Customer, its officers, directors and employees against any claim that the Services and/or the Application infringe any third party intellectual property right, provided that:

11.2.1 Homeless Link is given prompt notice of any such claim;

11.2.2 the Customer provides reasonable co-operation to Homeless Link in the defence and settlement of such claim, at Homeless Link's expense; and

11.2.3 Homeless Link is given sole authority to defend or settle the claim.

11.3 In the defence or settlement of the claim, Homeless Link may obtain for the Customer the right to continue using the Application, replace or modify the Application so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to the Customer. Homeless Link shall have no liability if the alleged infringement is based on:

11.3.1 a modification of the Application by anyone other than Homeless Link; or

11.3.2 the Customer's use of the Application in a manner contrary to the instructions given to the Customer by Homeless Link; or

11.3.3 the Customer's use of the Application after notice of the alleged or actual infringement from Homeless Link or any appropriate authority.

11.4 The foregoing states the Customer's sole and exclusive rights and remedies, and Homeless Link's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement.

12 Limitation of Liability

- 12.1 This clause 12 sets out the entire financial liability of Homeless Link (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 12.1.1 any breach of this Agreement;
 - 12.1.2 any use made by the Customer of the Services and the Application, or any part of them; and
 - 12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 12.2 Except as expressly and specifically provided in this Agreement:
- 12.2.1 the Customer assumes sole responsibility for results obtained from the use of the Application and the Services by the Customer, and for conclusions drawn from such use. Homeless Link shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Homeless Link by the Customer in connection with the Services, or any actions taken by Homeless Link at the Customer's direction; and
 - 12.2.2 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
 - 12.2.3 subject to clause 5.9, Homeless Link shall not be liable for the actions or omissions of SFDC or for the performance and/or availability of the Services provided by SFDC or their non-performance and non-availability; and
 - 12.2.4 Services and the Application or any part of them are provided on an "as is" basis.
- 12.3 Nothing in this Agreement excludes the liability of Homeless Link:
- 12.3.1 for death or personal injury caused by Homeless Link's negligence; or
 - 12.3.2 for fraud or fraudulent misrepresentation.
- 12.4 Subject to clause 12.2 and 12.3:
- 12.4.1 Homeless Link 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 pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and
 - 12.4.2 Homeless Link's total aggregate liability in contract, 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 price paid for the Services during the 24 months preceding the date on which the claim arose.

13 **Term and Termination**

- 13.1 This Agreement shall commence on the Effective Date and shall continue for the Term, unless otherwise terminated as provided in this clause 13. After the Term, this Agreement shall automatically renew for yearly periods, unless either party notifies the other, in writing, at least 90 days before the end of the then current Term.
- 13.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:
- 13.2.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 Business Days of that party being notified in writing of the breach. (Withholding payment on a disputed invoice would not be a material breach.); or
 - 13.2.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - 13.2.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 13.2.4 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 13.2.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 13.2.6 the other party ceases, or threatens to cease, to trade; or
 - 13.2.7 there is a change of control of the other party within the meaning of section 840 of the Income and Corporation Taxes Act 1988; or
 - 13.2.8 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

- 13.3 On termination of this Agreement for any reason:
- 13.3.1 all licences granted under this Agreement shall immediately terminate and access to the Services shall immediately cease;
 - 13.3.2 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
 - 13.3.3 Homeless Link may destroy or otherwise dispose of any of the Customer Data in its possession unless Homeless Link 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. Homeless Link 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); and
 - 13.3.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

14 Force Majeure

Homeless Link 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 Homeless Link 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 within two (2) business days.

15 Waiver

- 15.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 15.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

16 Severance

- 16.1 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.

- 16.2 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.

17 Entire Agreement

- 17.1 This Agreement, and any documents referred to in it, constitute the whole Agreement between the parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.
- 17.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

18 Assignment

- 18.1 The Customer shall not, without the prior written consent of Homeless Link, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.2 Homeless Link may, with the prior written agreement of the Customer which will not be unreasonably withheld, 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.

19 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).

20 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.

21 Notices

- 21.1 Any notice required to be given under this Agreement shall be in writing and shall be emailed, delivered by hand or sent by pre-paid first-class post or recorded delivery post to the lead Customer contact for commercial matters of 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.
- 21.2 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.

22 **Governing Law and Jurisdiction**

- 22.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.
- 22.2 The parties irrevocably agree that the courts of England 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.

Schedule 1 Term and Fees

1.	Effective date:	Date of Customer signature
2.	Term:	Up to next In-Form licence Renewal Date.
3.	Set up/build costs:	See relevant quote
4.	User Subscription Fee (annual user licence cost):	See relevant quote or renewal notice
5.	User Subscriptions (number of user licences):	See relevant quote or renewal notice
6.	Spanning backup licences:	£10 per user per annum
7.	Fees for other services eg training, development work, additional support days:	Homeless Link Member Rate: £805 per day for technical support £903 per day for development work £990 per day for training (no VAT is charged) Non-Member Rate: £861 per day for technical support £966 per day for development work £1062 per day for training (no VAT is charged)
8.	Lead Customer contact for commercial matters	
9.	Lead Customer contact for technical matters	
10.	Homeless Link Account Manager	Matthew Smitheman, Senior Customer Success and Renewals Manager

Notes

1. All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to Homeless Link's invoice(s) at the appropriate rate applicable at the date of invoicing.
2. Organisations using In-Form are encouraged to become Homeless Link members. Full details of the benefits of our membership scheme are available here:
<http://www.homeless.org.uk/membership>
3. The rates for technical and development work above will be charged on a pro rata basis where services are provided on an hourly basis.
4. Homeless Link shall invoice the Customer annually in advance for the Subscription Fees.
5. The Customer may, from time to time during the Term, purchase additional User Subscriptions (licences) in excess of the number set out in Schedule 1. Homeless Link shall grant access to the Application and the Services to such additional Authorised Users in accordance with the provisions of this Agreement.
6. If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Homeless Link in writing and Homeless Link shall activate the additional User Subscriptions within 30 days of the Customer's request.
7. If the Customer wishes to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Homeless Link's invoice, pay to Homeless Link the relevant fees for such additional User Subscriptions as set out in Schedule 1 and, if such additional User Subscriptions are purchased by the Customer part way through the Term, such fees shall be pro-rated (In-Form Enterprise licences only) for the remainder of the Initial Subscription Term or the current Renewal Period (as applicable).
8. Fees for In-Form Essential, Spanning daily data backup, In-Form Rent and In-Form Safeguarding licences shall not be pro-rated.
9. Use of In-Form Housing will require a single licence charged at 0.2% of Customer's rental turnover.
10. Licence numbers cannot be reduced during a contract year. The Customer will provide Homeless Link with at least 30 days' notice before the SFDC renewal date if they wish to reduce the number of licences on their system from the next SFDC renewal date. Homeless Link will also contact the Customer in advance of the notice period to establish how many licences will be needed for the next year.
11. Each undisputed invoice is due and payable 30 days after the invoice date. If Homeless Link has not received payment within five Business Days after the due date, unless the invoice is disputed by the Customer, and without prejudice to any other rights and remedies of Homeless Link:

Homeless Link shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

Interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of Lloyds Bank at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

12. Homeless Link reserves the right to adjust prices each year on renewal. Notice of new pricing will be sent to the customer in writing at least 90 days before the renewal date. If the customer does not wish to continue to receive the services at the new price then this agreement will terminate on the renewal date with 60 days' notice from the customer. Termination of this agreement outside of renewal is outlined in Clause 13. Should Homeless Link not notify the customer in accordance with this schedule then the customer will have the right to pay the old pricing.

13. In-Form licence costs do not cover support for any additional external applications purchased from the Salesforce Appexchange <https://appexchange.salesforce.com/> and installed on the Customer's In-Form system by Homeless Link, Customer staff, external developers or suppliers employed by them. If the Customer wishes to install any additional applications from the Salesforce AppExchange on their In-Form system, eg for texting, HR or fundraising, they will need to agree the costs and to be invoiced directly by the application supplier to benefit from any non-profit discounts and technical support available from the supplier.

14. Use of any Outcomes Stars on In-Form other than the Home Star will incur an additional charge payable by the Customer directly to Outcomes Star. Training may be required. Please see Outcomes Star website <http://www.outcomesstar.org.uk> for further details or email info@outcomesstar.org Homeless Link recommends training on the Home Star which can be provided by Outcomes Star..

15. The Customer shall reimburse Homeless Link for all actual, reasonable travel expenses including, but not limited to, hotel and meals incurred by Homeless Link in performance of the Services. Estimated expenses must be agreed by the Customer in advance.

Schedule 2 Maintenance and Support

1. Maintenance

- 1.1 Homeless Link shall maintain and update the In-Form Essential/Enterprise Application. Should the Customer determine that the Application includes a defect the Customer may at any time contact In-Form Support/raise a case. Homeless Link may, at its discretion, upgrade versions and install error corrections to the hosted systems. Homeless Link shall use all reasonable endeavours to avoid unscheduled downtime for Application maintenance. Homeless Link will notify customers of downtime at least one Business Day in advance.
- 1.2 Homeless Link does not maintain and update the In-Form Classic application.
- 1.3 Work on defects in the Application is not chargeable.

2. Technical Support Services

- 2.1 Homeless Link shall provide an In-Form support service which will be available from 09:00 to 17:00 ("Business Hours") on Business Days. The Customer can access this service by using the 'Contact In-Form Support/Raise a Case' tab on their system. If they are locked out of their system they can email inform.support@homelesslink.org.uk
- 2.2 Homeless Link shall provide the technical support services listed below for Customers with an In-Form Enterprise system or an In-Form Classic managed support contract. If a technical support service requested is estimated to take longer than an hour this will be deemed to be chargeable work and a quote will be provided (see 2.11-2.13 below).

For Customers with self-managed* In-Form Classic or self-managed* In-Form Enterprise systems or In-Form Essential systems, the support services listed below shall be the subject of additional charges as set out in Schedule 1. There may be some technical restrictions for In-Form Essential Customers. Further information can be provided on request.

Set up and Customisation

- User creation/maintenance
- Profile creation/maintenance
- Role creation/maintenance
- Custom and formula fields
- Validation rules
- Page layouts and record types
- Flows & Approvals
- Duplicate Management

- Building simple reports and dashboards
 - Reports/dashboards folders and sharing
 - Custom report types
 - Data extraction, mass import, update and deletion, management or cleansing of customer's data
- 2.3 Support will be provided to no more than two designated lead contacts, except in urgent cases when the lead contact/s is/are absent. If In-Form Housing has been implemented on your system, one or two additional lead contacts can be designated.
- 2.4 Support cases raised through the 'Contact In-Form Support/Raise a Case' tab during Business Hours shall receive a response within one Business Day.
- 2.5 Homeless Link may close the support desk for up to 5 days a year for staff review days, training etc. During these days, staff will monitor cases for urgent requests concerning service availability. Homeless Link shall respond to such cases within 2 Business Hours. Homeless Link will give the Customer 5 Business Days' notice of when staff review or training days will be taking place.
- 2.6 When providing technical support, Homeless Link may ask the Customer to provide a response on a particular issue. If the Customer does not respond to this request within 10 Business Days, Homeless Link will invoice for time spent, if applicable.
- 2.7 Cases concerning service availability shall receive a response within two Business Hours.
- 2.8 Service availability 'fix' times shall be within one Business Day of the incident being identified. 'Fixes' shall be defined as work carried out by Homeless Link to resolve any service availability issues that relate to the In-Form application and are within their control. This may include programming, upgrading, rebuilding and restoring the In-Form application. 'Fixes' do not include issues which are the responsibility of SFDC and which will be notified by SFDC on their website: <https://trust.salesforce.com/en/> Please note that the time taken for some fixes may be dependent on support from another party, eg SFDC. This may impact Homeless Link response times as Homeless Link does not have control over the support response times of the other party.
- 2.10 Homeless Link reserves the right to vary the support arrangements set out in this Schedule and will give the Customer a minimum of 3 months' notice of any change to the above support arrangements.
- 2.11 Chargeable work is work not included in the annual costs for self-managed or Homeless Link managed In-Form systems. It is also defined as any work on the Customer's In-Form system which:

- a) Is not included in the configuration services listed in 3.2 above.
 - b) Requires the use of custom Apex Code, Visualforce pages and Lightning Components.
 - c) Involves APIs.
 - d) Involves any application from the SFDC Appexchange other than In-Form
- 2.12 Chargeable work will be quoted for and scheduled separately once the Customer has agreed the quote. When doing chargeable work for the Customer, Homeless Link will ask the Customer to sign off the work. If the Customer does not respond to this request within 10 Business Days, the work will be signed off automatically and the Customer will be invoiced for work done.
- 2.13 Homeless Link will provide details of the scope of chargeable work. If the Customer's requirements change and go beyond the original scope, Homeless Link will provide a revised proposal and costing.
- 2.14 This agreement does not cover any applications other than the In-Form application. Homeless Link is not liable for any errors caused by other applications installed by the Customer or installed by Homeless Link at the Customer's request. The Customer is responsible for purchasing any licences required and raising any technical issues about applications other than In-Form directly with the supplier.
- 2.15 Homeless Link will work with other suppliers to build and support integrations between In-Form and other Customer systems. Homeless Link is not liable for any errors caused by integrations with other Customer systems that we did not build or where the error has been caused by the other system.
- 2.16 This agreement does not cover work carried out by the Customer or developers other than those employed or contracted by Homeless Link.
- 2.17 Homeless Link occasionally uses trusted external development partners to work on In-Form systems. Partners are required to sign a confidentiality agreement. We will provide details of the development partner on request and the Customer may accept or reject the use of the development partner. The development partner will use a Homeless Link system administrator account. As soon as the developer's work is finished their In-Form account will be deactivated. If an external development partner will have access to Customer personal data, the appointment of the partner shall be subject to the third-party processor provisions in clause 5.8 of the Agreement.

3. Back up and Archiving

- 3.1 SFDC backs up and archives all data for disaster recovery purposes eg to prevent data loss at a data centre level. This does not include recovering data which has been lost for other reasons from your In-Form system. Information about SFDC's back up services can be found here:

<https://trust.salesforce.com/en/security/>

<https://help.salesforce.com/articleView?id=000213366&type=1>

- 3.2 Homeless Link has an arrangement for discounted licences with Spanning [Salesforce Backup & Recovery | Spanning Backup](#) which is a leading backup and data recovery specialist. The Spanning application is installed on all Homeless Link managed In-Form systems. Homeless Link adds the cost to the annual user licence fee.

4. SFDC System Administrator Licences

For systems set up from November 2015:

There will be a minimum of 3 SFDC Partner Administration licences on the Customer's In-Form system which are only to be used for configuration services and other work carried out by Homeless Link staff or development partners. Any accounts set up by the Customer for their staff to use these licences will be deactivated. Information on the number of these licences on Customer's systems can be provided on request.

Homeless Link will pay for these licences.

For systems set up before November 2015:

Most Customers will have 10 free SFDC Enterprise licences on their systems. Homeless Link will require use of a minimum of 2 of these licences for system administration by Homeless Link staff or development partners.

*A self-managed In-Form system is where the organisation does not have a support contract with Homeless Link and is responsible for the administration of their system. We do not offer this arrangement to new customers. In-Form licences now include all maintenance and full access to technical support from the Homeless Link In-Form help desk. An In-Form customer's staff can become Salesforce certified and In-Form trained and carry out admin tasks on their system.

Schedule 3 Special Terms

[Please insert any special terms which will take precedence over any conflicting terms in the main body of the Agreement. If there are no special terms, please insert “None”.]

Schedule 4 Data Processing Addendum

Signed Data Processing Addendum is attached to this document.

Schedule 5 – SFDC Terms of Use (applies to resellers and OEM partners)

The SFDC Services Agreement: SFDC Terms of Use (applies to resellers and OEM partners) are attached to this document.

Schedule 6

Data Processing

This Schedule includes certain details of the processing of the personal data as required by Article 28(3) UK GDPR (or equivalent provisions of any Data Protection Legislation).

Subject matter	Personal data inputted into the information fields of the Application by the Customer, by Authorised Users, or by Homeless Link on the Customer's behalf.
Duration of the processing	The duration of the Agreement, unless Homeless Link is required to store the personal data after termination of the Agreement, pursuant to Clause 5.5.7.
Nature and purpose of the processing	Processing necessary in order for Homeless Link to provide the Services to the Customer.
Type(s) of personal data	• Demographic data • Contact details • Support needs • Special category data potentially including: ○ Ethnic origin ○ Religion ○ Health ○ Offending history ○ Substance use ○ Sexual orientation [For further information on types of personal data, see ICO link here. Customer to provide Homeless Link with additional categories or amendments [if required] [Customer to complete]

Categories of data subject(s)	• Service users • Staff • Staff members of other agencies supporting service users • Service users' relatives and emergency contacts For further information on categories of data subject please see ICO link here. [Customer to provide Homeless Link with additional categories or amendments if required] [Customer to complete]

.....

Deputy CEO

.....

.....

[]

.....

30