

Dated: [DATE]

Integrator Housing Solutions Ltd (1)

and

[CUSTOMER] (2)

SOFTWARE LICENCE AGREEMENT

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This Agreement is made on [DATE]

PARTIES

- (1) Integrator Housing Solutions Ltd, a company incorporated and registered in England and Wales with company number 06008886, whose registered office is at 9-10 Bath Street, Bath A1 1SN ("**IHS**").
- (2) [CUSTOMER] whose registered office is at [ADDRESS] ("**the Customer**").

BACKGROUND

- (1) IHS has developed asset management software known as "Integrator Plus", for use in the housing sector, which is available to licence.
- (2) The Customer wishes to subscribe to use IHS's software service in its business operations.
- (3) IHS has agreed to provide, and the Customer has agreed to take and pay for, a licence to use the "Integrator Plus" software, subject to the terms and conditions of this agreement.

THE PARTIES AGREE:

1 INTERPRETATION

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

"IHS Licence" the licence to the Customer, from IHS, to access the Services for the Initial Term, including Unlimited User Licences, to manage an agreed maximum number of assets and as set out in the Schedule.

"Authorised Users" those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services as further described in clause 2.3.4.

"Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Change of Control” shall be the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.

“Confidential Information” information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information as set out in clause 11.5 or clause 11.6.

“Customer Data” the data inputted by the Customer, Authorised Users, or IHS on the Customer’s behalf for the purpose of using the Services or facilitating the Customer’s use of the Services.

“Effective Date” the dates(s) specified in Schedule 1

“Extension” is an extension of the existing IHS Licence held by the Customer by either (i) purchasing additional User Licences in excess of the five User Licences included in the IHS Licence; or (ii) extending the IHS Licence to manage more assets; (iii) amending the Purpose.

“Extension Effective Date” shall mean the effective date set out in Schedule 1 in relation to Extensions and additional software modules and/ or add-ins that have been agreed between the parties under this agreement.

“Initial Term” the initial term of this agreement as defined in the Schedule.

“Licence Term” the Initial Term together with any subsequent Renewal Periods.

“Mandatory Policies” IHS’s business policies listed in the Schedule as may be amended from time to time.

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

“Purpose” is the use that may be made of the licensed Software and the Services, as defined in the Schedule.

“Renewal Period” the period described in clause 14.1.

“Services” the subscription services provided by IHS to the Customer under this agreement via <https://integrator.plus> (or any other website notified to the Customer by IHS from time to time) for the use of the Software together with the support

services set out in the Support Services Policy, and additional software modules or add-ons as set out in Schedule 1 (as may be amended by the parties in accordance with the terms of this agreement, from time to time).

“Software” the online software applications known as “Integrator Plus”, provided by IHS.

“Support Services Policy” IHS’s policy for providing support in relation to the Services as set out in Schedule 2.

“User Licence” the individual user licences purchased by the Customer (on the basis of one User Licence per Authorised User) which entitles the Customer to allow Authorised Users to access and use the Services in accordance with this agreement.

“Virus” anything 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 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement and shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

- 1.7 A reference to writing or written includes e-mail, except where expressly excluded in a clause of this agreement.
- 1.8 References to clauses and schedules are to the clauses and schedules of this agreement.

2 IHS LICENCE

- 2.1 Subject to the Customer purchasing the IHS Licence at the appropriate price set out in Schedule 1 and in accordance with the terms and conditions of this agreement, IHS hereby grants to the Customer a non-exclusive, non-transferable licence, without the right to grant sublicences, to permit Authorised Users to access and use the Services during the Licence Term for the Purpose.
- 2.2 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.3 In relation to the Authorised Users, the Customer undertakes that:
- 2.3.1 the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User licences it has purchased from time to time (whether as an IHS Licence or as an Extension to the IHS Licence);
- 2.3.2 it will not allow or suffer any User Licence to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
- 2.3.3 each Authorised User shall keep a secure password for their use of the Services;
- 2.3.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to IHS within 5 Business Days of IHS's written request at any time or times;
- 2.3.5 it shall permit IHS or IHS's designated auditor to audit the Services in order to establish the Customer's compliance with this agreement, no more than once a year.
- 2.3.6 if any of the audits referred to in clause 2.3.5 reveal that the Customer has underpaid the IHS Licence to IHS (by exceeding the Purpose or the maximum number of assets) or allowed more Authorised Users to access the Services than

authorised in accordance with this clause 2.3, then without prejudice to IHS's other rights, the Customer shall pay to IHS an amount equal to such underpayment as calculated in accordance with the terms of this agreement and the prices set out in Schedule 1, within 10 Business Days of the date of the relevant audit and Schedule 1 may be adjusted to reflect changes to annual fees

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

2.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially, ethnically or otherwise offensive;

2.4.2 facilitates illegal activity;

2.4.3 depicts sexually explicit images;

2.4.4 promotes unlawful violence;

2.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.4.6 is otherwise illegal or causes damage or injury to any person or property;

and IHS reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.5 The Customer shall not:

2.5.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

2.5.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software; or

2.5.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.5.2 access all or any part of the Services in order to build a product or service which competes with the Services; or

- 2.5.3 access the Software or the Services except for the Purpose; or
- 2.5.4 subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- 2.5.5 attempt to obtain, grant or assist third parties in obtaining, access to the Services, other than as provided under this clause 2; or
- 2.5.6 introduce or permit the introduction of, any Virus into IHS's network and information systems.
- 2.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify IHS.

3 ADDITIONAL LICENCES

- 3.1 Subject to clause 3.2, the Customer may, from time to time during the Licence Term, request an Extension.
- 3.2 Where the Customer requests an Extension, the Customer shall notify IHS in writing of their request for either additional User licences, or an extension of the IHS Licence to cover further assets or a change in Purpose, and IHS shall respond to the Customer with approval or rejection of the request. Where IHS approves the request, IHS shall notify Customer of the additional fees due for the Extension and activate the IHS Licence to give effect to the Extension within ten days of the Customer raising a purchase order for the additional fees that IHS has notified. If the Extension is purchased by the Customer part way through the Initial Term or any Renewal Period (as applicable), any fees due shall be calculated by IHS as pro-rated from the date of activation by IHS for the remainder of the Initial Term or then current Renewal Period (as applicable).
- 3.3 IHS may from time to time during the Licence Term offer additional software modules or add-ons to the Customer to licence on the terms of this agreement, subject to payment by the Customer of additional licence fees. Where the Customer requests such a licence and raises the purchase order for the additional licence fees, IHS shall make the additional software modules or add-ons available within ten days of the date of the relevant purchase order (the date of making available

- the additional software modules and/or add-ons shall be listen in Schedule 1 as the Extension Effective Date).
- 3.4 Once an Extension is agreed in writing between the parties, or where a licence for additional software modules and/or add-ons is agreed in writing between the parties, Schedule 1 shall be modified by a purchase order raised by the Customer detailing the price payable as agreed with IHS as well as referring to the agreed Extension or additional software modules and/or add-ons licensed and their Extension Effective Date(s).
- 3.5 An Extension or additional software modules and/or add-ons may be terminated separately from the original IHS Licence in accordance with clause 14.2

4 SERVICES

- 4.1 IHS shall, during the Licence Term, provide the Services to the Customer on and subject to the terms of this agreement.
- 4.2 IHS shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- 4.2.1 planned maintenance carried out during the maintenance window of 5 pm to 12 Midnight UK time; and
- 4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that IHS has used reasonable endeavours to give the Customer at least 6 hours' notice in advance.
- 4.3 IHS will, as part of the Services and at no additional cost to the Customer, provide the Customer with IHS's support services in effect at the time that the Services are provided.

5 DATA PROTECTION

The parties agree that the Customer is the data controller with regards to any personal data the Customer uploads onto, or processes using, the Software and IHS shall be the data processor in respect of such personal data. Each of the parties shall comply with data protection legislation as it applies to their role and any

personal data processed in connection with this agreement and shall enter into any agreements required to record their obligations.

6 THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, or correspond with, third parties via third-party websites and that it does so solely at its own risk. IHS 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. IHS recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. IHS does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7 IHS'S OBLIGATIONS

- 7.1 IHS undertakes that the Services will be provided with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to IHS's instructions, or modification or alteration of the Services by any party other than IHS or IHS's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, IHS will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
- 7.3 IHS:
 - 7.3.1 does not warrant that:
 - 7.3.1.1 the Customer's use of the Services will be uninterrupted or error-free; nor
 - 7.3.1.2 the Software or the Services will be free from Viruses;

- 7.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4 IHS warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8 CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
- 8.1.1 make timely payment of all sums due to IHS under this agreement;
 - 8.1.2 provide IHS with:
 - 8.1.2.1 all necessary access to such information as may be required by IHS in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
 - 8.1.3 without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
 - 8.1.4 ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
 - 8.1.5 ensure that its network and systems comply with the relevant specifications provided by IHS from time to time; and
 - 8.1.6 be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to IHS's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

- 8.2 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.

9 CHARGES AND PAYMENT

- 9.1 The Customer shall pay all fees for each IHS Licence on or before the Effective Date and again on each anniversary thereof, during the Licence Term. Where there are additional licence fees for Extensions or additional software modules or add-ons, these shall be paid on or before the activation of the Extension, or additional software module of software, or the add-on to the IHS Licence.
- 9.2 In the event of a default in payment by the Customer of any amounts or fees due under or in connection with this agreement,
- 9.2.1 IHS may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Software and IHS shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 9.2.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of HSBC bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.3 All amounts and fees stated or referred to in this agreement:
- 9.3.1 shall be payable in pounds sterling;
- 9.3.2 are non-cancellable and non-refundable;
- 9.3.3 are exclusive of value added tax, which shall be added to IHS's invoice(s) at the appropriate rate.
- 9.4 IHS shall be entitled to increase (i) the prices set out in respect of IHS Licences in Schedule 1; and (ii) fees payable in respect of an Extension; and (iii) any other fees charged under this agreement by no more than the percentage increase in the Retail Price Index published for that year, and no more often than once during every contract year of the Licence Term.

10 PROPRIETARY RIGHTS

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

11 CONFIDENTIALITY AND COMPLIANCE WITH POLICIES

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.1.2 was in the other party's lawful possession before the disclosure;
 - 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other

- regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute IHS's Confidential Information.
- 11.6 IHS acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.7 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.8 The above provisions of this clause 11 shall survive termination of this agreement, however arising.
- 11.9 In performing its obligations under this agreement, the Customer shall comply with the Mandatory Policies.

12 INDEMNITY

- 12.1 The Customer shall defend, indemnify and hold harmless IHS against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:
- 12.1.1 the Customer is given prompt notice of any such claim;
- 12.1.2 IHS provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- 12.1.3 the Customer is given sole authority to defend or settle the claim.
- 12.2 IHS shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services in accordance with this agreement

infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- 12.2.1 IHS is given prompt notice of any such claim;
- 12.2.2 the Customer provides reasonable co-operation to IHS in the defence and settlement of such claim, at IHS's expense; and
- 12.2.3 IHS is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, IHS may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall IHS, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 12.4.1 a modification of the Services by anyone other than IHS; or
 - 12.4.2 the Customer's use of the Services after notice of the alleged or actual infringement from IHS or any appropriate authority.
- 12.5 The foregoing (always subject to clause 13.3.2) state the Customer's sole and exclusive rights and remedies, and IHS's (including IHS's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13 LIMITATION OF LIABILITY

- 13.1 Except as expressly and specifically provided in this agreement:
 - 13.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. IHS shall have no liability for any damage caused by errors or omissions in any information,

- instructions or scripts provided to IHS by the Customer in connection with the Services, or any actions taken by IHS at the Customer's direction;
- 13.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- 13.1.3 the Services are provided to the Customer on an "as is" basis.
- 13.2 Nothing in this agreement excludes the liability of IHS:
- 13.2.1 for death or personal injury caused by IHS's negligence; or
- 13.2.2 for fraud or fraudulent misrepresentation.
- 13.3 Subject to clause 13.1 and clause 13.2:
- 13.3.1 IHS shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any
- (i) loss of profits,
 - (ii) loss of business or revenue,
 - (iii) loss of savings or economies,
 - (iv) depletion of goodwill and/or similar losses or
 - (v) loss or corruption of data or information, or
 - (vi) pure economic loss, or
 - (vii) special, or
 - (viii) indirect, or
 - (ix) consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- 13.3.2 On the commercial assessment by the parties of the risk and costs of this contract, IHS's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the

performance or contemplated performance of this agreement shall be limited to the total paid by the Customer under the terms of this agreement during the 12 months immediately preceding the date on which the claim arose (or, if the claim arises in the Initial Term, then the fees payable for the Initial Term).

14 TERM AND TERMINATION

- 14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the date of this agreement and shall remain in force for the Licence Term unless and until :
 - 14.1.1 either party notifies the other party of termination, in writing, at least 180 days before the end of the Initial Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
 - 14.1.2 the parties have agreed at the outset that the agreement shall be for the Initial Term only and not renew; or
 - 14.1.3 otherwise terminated in accordance with the provisions of this agreement;
- 14.2 Without affecting any other right or licence under this agreement, either party may terminate an Extension or the licence of additional software modules and/or add-ons by notifying the other party of termination, in writing, at least 180 days before the relevant Extension Effective Date, in which case the Extension or additional software module and/or add-on shall terminate on the next anniversary of its Extension Effective Date ("**Termination Date**") with no penalty. For the avoidance of doubt, termination of an Extension or additional software module and/or add on shall not affect the original IHS Licence and any Extensions or additional software modules and/or add-ons that have not expressly been terminated and which shall continue to remain in force on the terms of this agreement. All fees payable by the Customer for the Extension and the additional software module and/ or add-ons up to and including the Termination Date shall remain payable under this agreement, in full without set-off.
- 14.3 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- 14.3.1 the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of ten working days after being notified in writing to do so;
- 14.3.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 14.3.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 14.3.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- 14.3.5 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 14.3.6 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- 14.3.7 there is a change of control of the other party.
- 14.4 IHS may terminate this agreement with immediate effect by giving written notice to the Customer, if the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 10 working days after being notified in writing to make such payment.
- 14.5 On termination of this agreement for any reason:
 - 14.5.1 all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and the Software;
 - 14.5.2 IHS may destroy or otherwise dispose of any of the Customer Data in its possession unless IHS 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. IHS shall use reasonable commercial

- endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by IHS in returning or disposing of Customer Data; and
- 14.5.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15 **FORCE MAJEURE**

IHS 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 IHS 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 IHS or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16 **VARIATION**

- 16.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.2 Schedule 1 to this agreement may be varied by the parties' agreement in writing and recorded and amended by a Customer purchase order in accordance with clause 3.4.

17 WAIVER

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

18 SEVERANCE

- 18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 ENTIRE AGREEMENT

- 19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Software or the licensing of the Software.
- 19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

20 ASSIGNMENT

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

21 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).

22 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.

23 COUNTERPARTS

- 23.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 23.2 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

24 NOTICES

- 24.1 A notice required to be given under this agreement shall be in writing and shall be sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's usual email address, unless email is specifically excluded under any clause in this agreement.
- 24.2 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. Correspondence sent by email shall be deemed to have been received at the time of transmission (unless an error message is received by the sender).

25 GOVERNING LAW AND JURISDICTION

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

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

Signed by Helen Harrison

.....

for and on behalf of Integrator
Housing Solutions Ltd

Managing Director

Signed by [NAME]

.....

for and on behalf of
[CUSTOMER]

Director

SCHEDULE 1

- 1 Purpose: internal business purposes of the housing provider
- 2 The price of an IHS Licence for the Initial Term shall be as set out in the table below:

Fees and Limitations				
Initial Term				
Included Users		Unlimited		
Number of Assets				
Annual Licences				
Integrator Plus Modules	Quantity	Fee	Effective Date / Extension Effective Date	Comments
Energy Toolkit				
TOTAL ANNUAL LICENCE FEES				

SCHEDULE 2

SUPPORT SERVICES

Support Services are available to the Customer, provided that Customer

- (i) promptly notifies IHS of any requirement for Support Services; and
- (ii) provides information and assistance to IHS to identify the Support Services required either by telephone or by email, and to classify which Business Impact Category (defined below) is appropriate.

In the event of a system error or fault, IHS support services should be engaged by email or phone, as soon as an issue is identified by a user. The contact details are as follows:

Email: tech.support@integrator.solutions

Phone: 0808 1334567

Support Services will be provided between 9am and 5pm, Monday to Friday ("**Support Hours**") and all Support Services shall be provided on an off-site basis (by telephone or by e-mail).

Once a request for support services is received with sufficient information, it will be classified into a Business Impact Category (defined below) and acted upon during Support Hours, based on a reasonable assessment of its business impact.

BUSINESS IMPACT CATEGORIES

Software incidents will be classified into the following categories ("**Business Impact Category/ ies**"):

Business Impact Level 1	Complete outage. The system is verifiably unavailable to users during normal working hours, due to an application or hosting issue under the control of IHS or its suppliers.
Business Impact Level 2	Serious impediment of a major function of normal operation; the Software has become

	unusable and there is no workaround available.
Business Impact Level 3	A major function in normal operation and use of the Software has become unusable; there is a workaround available, but it is awkward to operate.
Business Impact Level 4	A major or minor function has become unworkable but there is an effective workaround.

RESPONSE TIMETABLE

IHS will respond to requests for support services relating to software incidents falling into one of the Business Impact Categories during Support Hours, in accordance with the following Response Timetable

Business Impact Level	Response Time	Target Resolution
1	2 working hours	As soon as practicable
2	4 working hours	8 working hours
3	1 working day	14 working days
4	1 working day	Next major update

For Business Impact Categories Level 1 and 2 software incidents, IHS will use its reasonable endeavours to resolve the problem or provide an acceptable workaround within the target resolution time always during Support Hours.

For Business Impact Categories Level 3 and 4 software incidents, IHS will use its reasonable endeavours to resolve the problem within the target resolution time during Support Hours.

Where the resolution falls outside targeted timelines due to unforeseen complexity or other issues outside IHS control, IHS will make contact with the customer and provide updates and agree timelines on a case-by-case basis.

MAINTENANCE SERVICES NOT INCLUDED

The Support Services provided by IHS under this agreement shall not include the following services or error corrections, which may be available on request at additional charge:

1. The making of any change or alteration to the Software, other than to correct a fault.
2. The correction of faulty operation due to operator error or misuse of Software.
3. The correction of faults caused by the customer's actions, as may arise from their use of untrained staff.
4. The correction of issues caused by the customer's own network connection, service providers or hardware.
5. The correction of issues caused by the customer's own operating system or other local software.
6. The correction of issues not raised with the support desk immediately after discovery.

BUSINESS CONTINUITY AND RESILIENCE SOLUTIONS

The services referenced here are supported by technical solutions provided by a hosting provider. For the latest details of these solutions please see <https://integrator.solutions/technical-info>

SCHEDULE 3

DATA PROCESSING TERMS

BACKGROUND

(1) IHS have granted the Customer the IHS Licence which requires IHS to process Personal Data on behalf of the Customer.

(2) This Personal Data Processing Schedule ("Schedule") sets out the additional terms, requirements and conditions on which IHS will process Personal Data when providing services under the IHS Licence. This Schedule contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) for contracts between controllers and processors.

THE PARTIES AGREE:

1 DEFINITIONS AND INTERPRETATION

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

1.1 Definitions:

"Business Purposes" the services to be provided by IHS to the Customer as described in the Licence and any other purpose agreed between the parties in writing.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given to them in the Data Protection Legislation.

"Data Protection Legislation" all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"EEA" the European Economic Area.

"Standard Contractual Clauses (SCCs)" the ICO's International Data Transfer Schedule for the transfer of personal data from the UK to processors established in third countries or such alternative clauses as may be approved by the UK from time to time.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1.2 The Annexes form part of this Schedule and will have effect as if set out in full in the body of this Schedule. Any reference to this Schedule includes the Annexes.

1.3 A reference to writing or written includes email.

1.4 In the case of conflict or ambiguity between:

1.4.1 any of the provisions of this Schedule and the provisions of the Licence, the provisions of this Schedule will prevail; and

1.4.2 any of the provisions of this Schedule and any executed SCC, the provisions of the executed SCC will prevail.

2 PERSONAL DATA TYPES AND PROCESSING PURPOSES

2.1 The Customer and IHS agree and acknowledge that for the purpose of the Data Protection Legislation:

2.1.1 the Customer is the controller and IHS is the processor.

2.1.2 the Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to IHS.

2.1.3 The Annex describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which IHS may process the Personal Data to fulfil the Business Purposes.

3 IHS'S OBLIGATIONS

3.1 IHS will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions. IHS must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.

3.2 IHS shall comply with any Customer written instructions requiring IHS to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.3 IHS will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third parties unless the Customer or this Schedule specifically authorises the disclosure, or as required by domestic law, court or regulator. If a domestic law, court or regulator requires IHS to process or disclose the Personal Data to a third party, IHS must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.

3.4 IHS will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of IHS's processing and the information available to IHS.

4 IHS'S EMPLOYEES

4.1 IHS will ensure that all of its employees:

4.1.1 are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;

4.1.2 have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and

4.1.3 are aware both of IHS's duties and their personal duties and obligations under the Data Protection Legislation and this Schedule.

5 SECURITY

5.1 IHS shall implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in the Annex.

5.2 IHS must implement such measures to ensure a level of security appropriate to the risk involved.

6 PERSONAL DATA BREACH

6.1 IHS will without undue delay notify the Customer if it becomes aware of a Personal Data Breach.

6.2 Where IHS becomes aware of a Personal Data Breach it shall, without undue delay, also provide the Customer with the following information:

6.2.1 description of the nature of the Personal Data Breach including the categories of Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;

6.2.2 the likely consequences; and

6.2.3 a description of the measures taken or proposed to be taken to address the Personal Data Breach, including measures to mitigate its possible adverse effects.

6.3 Following any Data Breach, IHS will reasonably co-operate with the Customer in the Customer's handling of the matter, including but not limited to:

6.3.1 making available relevant records required to comply with Data Protection Legislation; and

6.3.2 taking reasonable steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach.

6.4 IHS will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Customer's written consent, except when required to do so by domestic law.

6.5 IHS agrees that the Customer has the sole right to determine:

6.5.1 whether to provide notice of the Personal Data Breach to any Data Subjects, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and

6.5.2 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

7 CROSS-BORDER TRANSFERS OF PERSONAL DATA

7.1 IHS (and any subcontractor) must not transfer or otherwise process the Personal Data outside the EEA without obtaining the Customer's prior written consent.

7.2 Where such consent is granted, IHS may only process, or permit the processing, of the Personal Data outside the EEA under the following conditions:

7.2.1 IHS is processing the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or

7.2.2 IHS participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that IHS (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR; or

7.2.3 the transfer otherwise complies with the Data Protection Legislation.

7.3 If any Personal Data transfer between the Customer and IHS requires execution of SCCs in order to comply with the Data Protection Legislation (where the Customer is the entity exporting Personal Data to IHS outside the EEA), the parties will complete all relevant details in, and execute, the SCCs, and take all other actions required to legitimise the transfer.

7.4 If the Customer consents to appointment by IHS of a subcontractor located outside the EEA in compliance with the provisions of clause 8, then the Customer authorises IHS to enter into SCCs. IHS will make the executed SCCs available to the Customer on written request by the Customer.

8 SUBCONTRACTORS

8.1 IHS may only authorise a third party (subcontractor) to process the Personal Data if:

8.1.1 the Customer provides written consent prior to the appointment of each subcontractor or is provided with an opportunity to object to the appointment of each subsequent subcontractor within ten working days after IHS supplies the Customer with full details in writing regarding such subcontractor; and

8.1.2 IHS enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Schedule, in particular, in relation to requiring

appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of the relevant excerpts from such contracts;

8.1.3 IHS maintains control over all of the Personal Data it entrusts to the subcontractor; and

8.1.4 the subcontractor's contract terminates automatically on termination of this Schedule for any reason.

8.2 Those subcontractors approved as at the commencement of this Schedule are as set out in the Annex, including any subcontractor's name and location.

8.3 The Parties agree that IHS will be deemed to control legally any Personal Data controlled practically by or in the possession of its subcontractors.

9 COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD-PARTY RIGHTS

9.1 IHS shall provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

9.1.1 the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

9.1.2 information or assessment notices served on the Customer by the relevant regulator under the Data Protection Legislation.

9.2 IHS must notify the Customer without undue delay in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

9.3 IHS must notify the Customer within five days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

9.4 IHS will give the Customer its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

10 TERM AND TERMINATION

10.1 The obligations set out in this Schedule will remain in full force and effect so long as:

10.1.1 the Licence remains in effect; or

10.1.2 IHS retains any of the Personal Data related to the Licence in its possession or control (Term).

10.2 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Licence obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation either party may terminate the Licence with immediate effect on written notice to the other party.

11 DATA RETURN AND DESTRUCTION

11.1 At the Customer's written request, IHS will give the Customer, or a third party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.

11.2 On termination of the Licence for any reason or expiry of its term, IHS will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to this Schedule in its possession or control.

11.3 If any law, regulation, or government or regulatory body requires IHS to retain any documents or materials or Personal Data that IHS would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

12 RECORDS

12.1 IHS will keep written records of their processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved subcontractors, the processing purposes, categories of processing, any transfers of personal

data to a third country and related safeguards, and a general description of the technical and organisational security measures.

12.2 IHS will ensure that the records are sufficient to enable the Customer to verify IHS's compliance with its obligations under this Schedule and IHS will provide the Customer with copies of the Records upon request.

13 AUDIT

13.1 No more than once a year, on request by (and at the cost of) the Customer, IHS will undertake site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Schedule, including, but not limited to, obtaining a vulnerability assessment performed by a recognised third-party audit firm. IHS will make the relevant audit reports available to the Customer for review, providing always that the Customer will treat such audit reports as IHS's confidential information under the Licence.

13.2 IHS will address the exceptions noted in the audit reports with the development and implementation of a corrective action plan by IHS's management.

This Schedule has been entered into by the parties on the date of completion of the Licence.

ANNEX

Personal Data processing purposes and details

Subject matter of processing: personal data provided by Customer to IHS in order to access IHS Services provided under this agreement

Duration of Processing: for the Licence Term of this agreement

Nature of Processing: storage, cataloguing, retrieval, accessing, deleting, sharing

Business Purposes: IHS' Services provision to Customer under contract

Personal Data Categories: any personal data uploaded by Customer, typically including name and email contact

Data Subject Types: Customer's tenants, landlords, contractors, service providers, Customer's own employees

Approved Subprocessors : as listed on <https://subprocessors.integrator.solutions>

Standard Contractual Clauses

International Data Transfer Agreement issued under section 119A of the Data Protection Act 2018 and obtaining Parliamentary approval on 21 March 2022 for making a restricted transfer of personal data.

Security measures

IHS has put in place appropriate technical and organisational security measures appropriate to our size, scope and business, our available resources and the amount of Personal Data we hold, to main the security of all Customer Personal Data, from the point of collection to the point of destruction.

IHS will ensure that appropriate security measures are taken against the unlawful or unauthorised processing of Customer's Personal Data and against the accidental loss or, or damage to, Personal Data.

In addition:

- i. IHS will limit access to the Customer's Personal Data to those employees, agents, contractors and other third parties who have a business need to know. They will only

process the Customer's Personal Data on instructions from IHS where a specific business or technical need dictates, and they are subject to a duty of confidentiality.

- ii. IHS has put in place procedures to deal with any suspected Customer Personal Data breach and will notify the Customer and any applicable regulator of a breach where IHS is legally required to do so.
- iii. All agents of IHS use encrypted technologies to access and interact with any and all systems that contain Customer Personal Data. All access is logged and can be audited through tools provided by suppliers.
- iv. Customer Personal Data that is transferred between the users of the software solutions and IHS is encrypted in transit using transport layer security (TLS). All Customer Personal Data is encrypted at rest.
- v. The service is hosted in UK datacentres on the Microsoft Azure platform and legitimate database access is restricted both systematically and by internal process.
- vi. Database replication to a paired UK region is standard and configured to the same security standards as the live database. This database is kept 'hot' and ready to use at any point to offer ongoing resilience.
- vii. Data is backed up in UK datacentres, with geo redundancy. Backups are taken at regular intervals and retained for several months, in line with GDPR data retention regulations.
- viii. All data is stored at third party data centres who each provide GDPR compatible security assurances.