

Draft SaaS Agreement



DD MMM YYYY

[**Portals for People (PfP)**] (1)

and

[CUSTOMER] (2)

SOFTWARE AS A SERVICE AGREEMENT

Relating to the Properties Portal Platform

This agreement is dated [INSERT] 202x

PARTIES

- (1) **Portals for People LTD** incorporated and registered in England and Wales with company number [16338159] whose registered office is at [The IncuHive Space, Hursley Park Rd, Hursley, Winchester SO21 2JN](**"Supplier"**)
- (2) **[FULL COMPANY NAME]** incorporated and registered in [England and Wales] with company number [NUMBER] whose registered office is [REGISTERED OFFICE ADDRESS] (**"Customer"**).

BACKGROUND

- (A) The Supplier has developed a service consisting of providing private network access to the Properties Portal Platform to support the activities of participants in the provision of housing.
- (B) The Customer wishes to use the Properties Portal Platform for the Business Purpose.
- (C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for, the Services, and access to the Properties Portal Platform subject to the terms and conditions of this agreement.
- (D) The Supplier is engaged in providing the same and analogous services to those agreed to be provided under this agreement to other entities engaged in housing .

AGREED TERMS

- **INTERPRETATION**

The definitions and rules of interpretation in this Clause 1 apply in this agreement.

- **Definitions:**

Acceptance Testing: the testing of the Software by the Customer in Accordance with the Acceptance Testing Procedure.

Acceptance Testing Procedure: within the Governing Document - Schedule 1, so named.

Additional Agreed Location Fees: has the meaning given to it in Schedule 1.

Additional Module: each new Module, introduced by the Supplier, and accepted by the Customer utilising the change process set out in Clause 8.

Additional Training Fees: has the meaning given to it in Schedule 1.

Affiliate: means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

Agreed Locations: those principle office locations of the Customer at which the Supplier will provide Support Services, being at the date of this agreement [Client Location(s)], but subject to the provisions of paragraph 3 of Schedule 1.

Agreed Maximum: the maximum number of Concurrent Authorised Users entitled to have access to the Properties Portal Platform and the Services via the Properties Portal Platform at the same time, being [30] as at the Effective Date, but subject to the provisions of paragraph 5 of Schedule 1.

Anti-Financial Crime Laws: any Applicable Law relating to anti-bribery, anti-corruption, anti-tax evasion, anti-facilitation of tax evasion, counter-terrorism financing and anti-money laundering laws and regulations.

Applicable Law: means all laws, statutes, regulations and legally binding requirements in force from time to time in the United Kingdom that apply to the relevant party in the performance of its obligations under this Agreement..

Authorised Users: employees of the Customer, and other natural persons properly authorised by the Customer to use the Services, who are legitimately and directly involved in the Business Purpose.

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

Business Purpose: the legitimate internal business purposes of the Customer in connection with provision and support of units for residents within the community, in the operating model of a Housing Association.

Concurrent Authorised Users: all Authorised Users of the Customer, logged on to and/or using the Properties Portal Platform at the same time.

Customer Indemnified Person: the Customer and any relevant Affiliate and their lawful successors and assigns.

Confidential Information: information of a type and in a state that would ordinarily be considered proprietary or confidential (whether or not it is marked as such) including that identified in Clause 10.6.

Contract Year: each successive 12 calendar month period commencing on the Effective Date or each anniversary thereof.

Control: means the beneficial ownership by a person or entity of more than 50% of the issued share capital of a company or the legal power to direct or cause the indirection of the general management of the company (and Controls, Controlled shall be construed accordingly).

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: each as defined in the Data Protection Legislation.

Customer Data: the data (irrespective of form of medium) inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of Customer's use of the Properties Portal Platform or the Services or facilitating the Customer's use of the Properties Portal Platform or the Services.

Customer Usage Obligations: the obligations and undertakings governing the Customer's use of the Software and/or the Properties Portal Platform as described in the Governing Document (if any) referred to in Schedule 1.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the UK General Data Protection Regulation (UK GDPR); the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), as amended; and any other legislation or regulatory requirements relating to the processing of personal data or the privacy of electronic communications.

Effective Date: 1st January 2026

Excluded Claims: any action, proceeding or claim arising out of or connected to the scenarios described in Clause 11.4.

Feedback: suggestions or comments for enhancements or improvements, new features or functionality or other feedback which may, at its sole option, be provided by the Customer to the Supplier.

Fees: the fees payable by the Customer to the Supplier, as described in Schedule 1.

Go Live Date: the earliest of (1) the date on which the Customer confirms to the Supplier that it has successfully completed Acceptance Testing of the Software, (2) the date 40 days after the date on which the Supplier makes the Software available to the Customer for Acceptance Testing in accordance with the Acceptance Testing Procedure, and (3) date on which the Customer first uses the Services or the Software in connection with the Business Purpose.

Good Industry Practice: the exercise of that degree of care and skill which would reasonably and ordinarily be expected of a skilled and experienced person engaged in the relevant type of activity or undertaking, in the same or similar circumstances.

Governing Document: means any document so named issued by the Supplier from time to time, governing any aspect of the provision of the Service(s).

Implementation Plan: the plan agreed by the Supplier and the Customer during the process of onboarding the Customer onto the Properties Portal Platform - To be added as Schedule 5 if required

Initial Subscription Term: the term of 5 calendar years from the Effective Date, subject to the provisions of Clause 13.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

IPR Claim: any action, proceeding or claim brought by a third party alleging that the Customer's use of the Properties Portal Platform and/or Software infringes that third party's Intellectual Property Rights.

Key Service Provider: each and any service provider providing a key service to the Supplier from time to time in connection with the Properties Portal Platform as detailed in the relevant Governing Document (as amended and updated from time to time by the Supplier pursuant to Clause 6.8).

Key Service Provider T's and C's: the terms and conditions under which, from time to time, any Key Service Provider provides its services to the Supplier to the extent relevant to, and applicable to the use of the Services by the Customer.

Properties Portal Platform: the platform developed by the Supplier to support the business of Social Housing and as extended, if at all, via the introduction by the Supplier of Additional Modules, and utilising the change process set out in Clause 8.

Licence Restrictions: those restrictions set out in Clause 2.4.

Losses: all losses, liabilities, fines, penalties, charges, damages, settlements, interest, and proper and reasonable costs and expenses, including professional fees actually incurred, and disbursements.

Support Fee: the annual fee, payable by the Customer, as referred to in, and adjustable in accordance with Paragraph 1 of Schedule 1.

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

Open Source Code: software that is utilised by the Supplier at any time as part of the Software, and which is licensed under terms which meet the Open Source Definition as contained in the Open Source Initiative, or otherwise is required to be (1) disclosed or distributed in source code form, (b) licensed under terms that permit making derivative works, and/or (c) re-distributable at no charge to subsequent licensees.

Open Source Initiative: the non-profit organisation, so named, dedicated to the promotion of Open Source Code.

Personnel: all personnel utilised by a party in relation to the performance or receipt of the Services, including employees, subcontractors, agents and other workers.

Permitted Use: The Customer agrees to use the Properties Portal platform solely in the manner for which it is designed and only for the normal operational activities of the Customer in its capacity as a housing association. The Customer shall not use the platform for any purpose outside its intended functionality, nor permit, enable, or authorise any third party to access, use, or rely on the platform. The Customer may not share, sublicense, distribute, or otherwise extend the use of the Properties Portal platform to any external organisation, affiliate, or individual beyond its own authorised personnel. Any use outside these permitted purposes shall constitute a material breach of this Agreement.

Publicly Available Transaction Data: any data relating to a Transaction (including Customer Data), to the extent such data is, or becomes, publicly known, other than as a result of a breach by the Supplier of its obligations under Clause 10.

Purchase Order: any order, agreed by the Supplier and the Customer under which the Supplier agrees to make available, and the Customer agrees to take, amended or additional Services and/or Additional Modules, as described in Clause 8.

Sanctions: any economic or trade sanctions or restrictive measures, enacted, administered, imposed or enforced by a generally recognised governmental sanctioning authority.

Service Level Agreements: the Service Level Agreements as further described in Schedule 2.

Services: the services that the Supplier provides (as part of the Properties Portal Platform) to allow Authorised Users to access and use the Software, including any agreed provision of additional training as may be contemplated in Schedule 1, and Support Services, as may be further described in Schedule 2.

Software: the Supplier's proprietary software in machine-readable object code form only as referred to in the Software Specification, including any error corrections, updates, Upgrades, Additional Modules, modifications and enhancements to the same provided to the Customer under this agreement as part of the Services.

Subcontractor: a third party which has entered into an agreement with the Supplier to provide any element of the Services, and 'Subcontract' shall be construed accordingly.

Support Services: the Customer support Services to be provided by the Supplier to the Customer, as detailed in Schedule 2.

System Data: anonymised user and other data collected by the Supplier regarding the Services that may be used to generate logs, statistics and reports regarding the performance, availability, functionality, integrity and/or security of the Service.

Transaction: any step, action, circumstance or state of affairs undertaken, recorded or participated in by the Customer using the Software and/or the Properties Portal Platform.

Upgrade: any error fixing, resolution of bugs in existing functionality, minor enhancement to existing functionality, patches or releases of Software, access to which may be made available to the Customer from time to time by the Supplier as part of the Services.

Virus: any device or thing (including any software, malware, 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.

Vulnerability: any weakness in the computational logic (for example, code) found in software and/or hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

- Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- The Schedules and any documents referred to in this agreement and the Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- A reference to **writing** or **written** includes e-mail.
- References to Clauses and Schedules are to the Clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the Schedules (and any documentation referred to in the Schedules) shall prevail.
- A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- This agreement supersedes, and takes the place of, all previous agreements or arrangements between the parties which, following execution of this agreement will each become null and void.

● **SERVICES AND LICENCE**

- The Supplier shall perform the Services in accordance with the Governing Documents in effect from time to time. The Service Level Agreements shall apply with effect from the first Business Day of the calendar month following the Go Live Date.
- The Customer's access to and use of the Services shall be limited to use by individual Authorised Users for the Business Purpose;
- In consideration of the full and timely payment by the Customer of the Fees due under this agreement, the Supplier hereby grants to the Customer, on and subject to the terms and conditions of this agreement, during the Term, a non-exclusive, non-transferable, non-sublicensable (other than to Authorised Users) limited licence solely to allow the Customer's Authorised Users to remotely access the Software on the Properties Portal Platform through the Services and to use the Software in accordance with the terms of this agreement only via the Properties Portal Platform, and solely for the Business Purpose.
- The Customer will not:
 - reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Software (except to the extent that Applicable Law prohibits reserve engineering restrictions);
 - attempt to probe, scan or test the vulnerability of the Software, breach the security or authentication measures of the Software without proper authorisation or wilfully render any part of the Software unusable for any user;
 - use or access the Software or use any information provided by the Supplier to develop a product or service that is competitive with the Supplier's products or services;
 - transfer, distribute, resell, lease, license, or assign the Software or otherwise offer the Software on a standalone basis;
 - otherwise use the Software, or any of the Software's output:
 - in violation of Applicable Law;
 - to infringe or violate third party rights;
 - in contravention of any restriction contained in this agreement, or
 - save as expressly permitted by this agreement.
- The Supplier using the rights granted under Clause 2.3 are granted subject to compliance by the Customer and all Authorised Users with the Customer Usage Obligations and Licence Restrictions.

- The Supplier may suspend the Services only where: (a) the Customer commits a material breach that has not been remedied within 14 days of written notice; or (b) suspension is necessary to address an urgent security or service integrity risk.
- in the event that the Customer, or any Authorised User, or any person gaining access to the Software or the Properties Portal Platform through the Customer shall be in breach of the Customer Usage Obligations or Licence Restrictions the Supplier shall:
 - be entitled (on not less than 10 Business Days' notice, save in an emergency or crisis, but in any such instance with as much notice as practicable) to suspend or curtail, either temporarily or permanently all access by the Customer and its Authorised Users to the Properties Portal Platform on such terms as it considers fit, acting reasonably but taking into account the rights and interests of its other customers and Key Service Providers,
 - have no liability to the Customer for any loss or damage suffered by the Customer as a result of any action properly taken by the Supplier under Clause 2.5(b)(i), and
 - allow the Customer and/or its Authorised Users renewed access to the Services and/or the Properties Portal Platform once such breach is remedied.
- Any suspension or curtailment by the Supplier under Clause 2.5 shall not affect the obligation of the Customer to pay all and any Fees due from the Customer to the Supplier for the period of such suspension.
- In relation to the Authorised Users, the Customer undertakes that:
 - the maximum number of Concurrent Authorised Users shall not at any time exceed the Agreed Maximum;
 - it will not allow or permit more than the Agreed Maximum number of Authorised Users to access or use the Services at any time; and
 - the Supplier shall have no liability to the Customer for any degradation in the general performance of the Properties Portal Platform as a result of the Customer's breach of Clauses 2.7(a) or 2.7(b).
- **CUSTOMER DATA**
 - The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data.
 - The Supplier shall not use Customer Data for any purpose other than providing the Services, except where such data has been permanently anonymised and aggregated so that it does not constitute personal data or Confidential Information.
 - The Supplier shall follow the back-up procedures for Customer Data as described in the relevant Governing Document (Schedule 1). In the event of any loss or damage to Customer Data, the Supplier shall inform the Customer as soon as reasonably practicable. The Supplier's sole duty to restore Customer Data in the event of any loss or damage shall be to use its commercially reasonable endeavours to restore the relevant Customer Data from the latest daily back-up of such Customer Data maintained by the Supplier in accordance with the Supplier's back-up procedures, as set out in the relevant Governing Document. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by Customer Personnel, for which the Customer shall remain responsible under the terms of this agreement.

- **DATA PROTECTION**

- Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- The parties acknowledge that for the purposes of the Data Protection Legislation:
 - if the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the controller and the Supplier is the processor for the purposes of the Data Protection Legislation,
 - Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject, and
 - Where personal data is transferred outside the UK, Supplier shall ensure appropriate safeguards are in place, including (where applicable) the UK International Data Transfer Agreement or UK Addendum to the EU Standard Contractual Clauses.
- Without prejudice to the generality of Clause 4.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.
- The Supplier shall, in relation to any Customer personal data processed in connection with the performance by the Supplier of its obligations under this agreement:
 - process that personal data only on the documented written instructions of the Customer, and not for any purpose other than, and only to the extent reasonably necessary for, the performance of its obligations under this agreement, unless the Supplier is required by the laws of any member state of the European Union or by the laws of the European Union applicable to the Supplier and/or Domestic UK Law (where "**Domestic UK Law**" means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data ("**Applicable DP Laws**"). Where the Supplier is relying on Applicable DP Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this unless those Applicable DP Laws prohibit the Supplier from so notifying the Customer; and
 - ensure that transfers of personal data outside of the EEA and the United Kingdom are undertaken in accordance with the Data Protection Legislation;
 - 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;
 - notify the Customer without undue delay upon becoming aware of any actual or suspected personal data breach;
 - at the written direction and cost of the Customer, to the extent practicable (as determined by the Supplier acting reasonably and taking into account the decentralised nature of the Properties Portal Platform and the immutability of certain information recorded on it), delete or return Customer Data (including personal data but excluding Publicly Available Transaction Data) and copies thereof to the Customer on termination of the agreement unless required by Applicable DP Laws to store such personal data;

- maintain proper and reasonable records and information to demonstrate its compliance with this Clause 4, allow for and contribute (at the Customer's cost) to an audit once per calendar year, conducted by the Customer or another auditor mandated by the Customer and immediately inform the Customer if, in the opinion of the Supplier, any request made by or on behalf of the Customer in relation to data infringes the Data Protection Legislation; Audit costs shall be borne by the Customer except where the audit identifies a material breach of this Agreement, in which case Supplier shall bear the reasonable cost; and
 - not disclose personal data to any Supplier Personnel or third party except as necessary for the performance of its obligations under this agreement, to comply with Applicable Law, or with the Customer's prior written consent, and ensure that all persons authorised to process such personal data have committed themselves to sufficient contractual confidentiality obligations or are under an appropriate statutory obligation of confidentiality.
- 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);
 - The Supplier shall not, without the prior written consent of the Customer, appoint any sub-processors of personal data under this agreement, and not without the Supplier confirming that it has entered or (as the case may be) will enter with any sub-processor into a written agreement incorporating terms and conditions that are materially the same as those contained in this Clause 4. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any sub-processor appointed by it pursuant to this Clause 4. The Supplier shall inform the Customer of any intended changes concerning the addition or replacement of sub-processors in accordance with Clause 8.5.
 - Notwithstanding anything to the contrary, in the event of any conflict between Clause 4 of this agreement and any agreement between the Supplier and any sub-processor, Clause 4 shall be deemed modified to the minimum extent necessary in order to achieve compliance with the Data Protection Legislation.

● **SUPPLIER'S OBLIGATIONS**

- The Supplier undertakes that the Services will be performed in a professional and efficient manner, in accordance with the terms of this agreement, the Governing Documents from time to time, Good Industry Practice, and all Applicable Laws, and that all Supplier Personnel will be adequately trained and qualified. Furthermore, the Supplier shall regularly scan the Software for Viruses using industry standard anti-Virus software.
- Supplier warrants that the Services shall achieve an uptime of no less than 99.5% per calendar month, excluding scheduled maintenance. Supplier further warrants that it shall implement and maintain appropriate technical and organisational measures consistent with Good Industry Practice.
- If the Software fails to conform with the Software Specification in any material respect, the Supplier will, at its expense, use commercially reasonable endeavours to correct any such non-conformance promptly, or (at the Supplier's choice and cost, but in any event as soon as reasonably practicable) provide an alternative means of meeting the relevant element(s) of the Software Specification. Without prejudice to the Customer's rights under the

Service Level Agreements, such correction or substitution, if successful, constitutes the Supplier's sole obligation in relation to such non-conformance.

- Clause 5.2 shall not:
 - apply to the extent of any non-conformance which is caused by use of the Software in a manner contrary to, or not in compliance with the Supplier's instructions or modification or alteration of the Software by any party other than the Supplier or the Supplier Personnel, or
 - constitute a warranty that the Software and Services are or will be free from Viruses or Vulnerabilities or that the Customer's use of the Software and the Services will be uninterrupted or error-free.
- Without prejudice to Clause 19, in the event that any non-conformance described in Clause 5.2 (whether caused by a Virus or a Vulnerability or otherwise) shall occur, as a result of the actions of a third party for whom the Supplier is not responsible, and that non-conformance has a material adverse effect on the Software, and/or the provision of the Services, the Supplier may (i) rectify such non-conformance, at its own cost, within 20 Business Days, or (ii) make a proposal to the Customer for the rectification of the relevant non-conformance within 30 Business Days.
- If the Customer fails to inform the Supplier within 15 Business Days of the date of a proposal made by the Supplier pursuant to Clause 5.4(ii) that such proposal is unacceptable to the Customer, it will be deemed to have accepted such proposal. If, following notification from the Customer, the parties (acting reasonably and in good faith) are unable to reach agreement regarding the relevant proposal, the Customer shall be entitled to terminate this agreement by giving written notice to the Supplier. In any such case the Customer shall be entitled to a pro-rata refund of any Fees paid in advance for any period after such Termination.
- The Supplier 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. The Supplier will keep the Customer updated as to the technical requirements generally necessary to access the Services over communications networks.
- Nothing contained in this agreement or otherwise shall prevent the Supplier from entering into similar agreements with third parties to provide services equivalent to, or similar in nature to the Services, or from:
 - independently using, selling or licensing, or
 - developing or continuing to develop software, materials, products or services which are the same as, or similar to, those provided under this agreement.
- The Supplier shall provide as much advanced written notice to the Customer as reasonably practicable of any changes to the Key Service Providers.
- The Supplier shall be entitled to Subcontract the performance of any or all of its duties and obligations under this agreement, provided that the Supplier shall remain liable for the acts and omissions of all Subcontractors as if they were its own acts and omissions.
- The Supplier will diligently oversee those Services which it has Subcontracted in order to ensure that all contractual obligations between the Supplier and the Customer are met. The Supplier will use its reasonable endeavours, where reasonably requested by the Customer, to obtain audit and access rights in relation to any Subcontractor carrying out a material element of the Services.

- The Supplier will continue with the performance of the Services in the event of the total or partial cessation of activity of any Subcontractor.
- The Supplier shall be entitled to sub-licence Customer Data to any such Subcontractor where necessary for proper performance by the Subcontractor of its obligations in relation to the Services.
- The Supplier will not incorporate, or otherwise use any Open Source Code in the Software that has the effect of causing, or requiring:
 - Customer Data or any other Intellectual Property Rights of the Customer to be disclosed or distributed in source code form or be licensed for the purpose of making derivative works;
 - the creation of any obligation on the Customer with respect to any Intellectual Property Rights owned by or licensed (by a third party) to the Customer;
 - the grant to any third party of any rights or immunities under any Intellectual Property Rights owned by or licensed (by a third party) to the Customer; or
 - any other limitation, restriction or condition on the right of the Customer with respect to its use or distribution of Intellectual Property Rights owned by or licensed (by a third party) to the Customer.

- **CUSTOMER'S OBLIGATIONS**

- The Customer shall (and procure that all Authorised Users shall) at its own expense:
 - provide the Supplier with:
 - all necessary co-operation reasonably requested by the Supplier in relation to this agreement; and
 - all necessary access to such information, Customer Personnel, premises and materials as may be reasonably required by the Supplier,in order to provide and/or carry out the Services;
 - provide the Supplier with such access to Customer Personnel as may be reasonably requested by the Supplier from time to time;
 - without affecting its other obligations under this agreement, comply with all Applicable Laws with respect to its activities under this agreement (including its use of the Properties Portal Platform, the Services and the Software);
 - 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, the Supplier may adjust any affected timetable or delivery plan or schedule as reasonably necessary;
 - not take or authorise any step that would be a breach of the Customer Usage Obligations and Licence Restrictions and notify the Supplier as soon as reasonably practicable upon becoming aware of any breach of the same by the Customer, its Authorised Users or any Customer Personnel;
 - obtain all applicable licences and consents required to be held by the Customer for the purposes of carrying out its business and its access to and use of the Properties Portal Platform via the Supplier's private network;

- without prejudice to the generality of the Customer Usage Obligations and the Licence Restrictions, use its reasonable endeavours to ensure that all and any access made to the Properties Portal Platform, and any Customer Data supplied via the Properties Portal Platform is legal, accurate, honest, decent, and free from Viruses; and
- be solely responsible for procuring, maintaining and securing any facilities, equipment, software, ancillary services, licenses, consents, network connections and telecommunications links needed to connect to, access or otherwise use and maintain access to the Properties Portal Platform, the Services, the Software and the Supplier's private network, and the Supplier will have no liability for resolving problems, conditions, delays, delivery failures and any other loss or damage arising from or relating to the same.
- The Customer confirms to the Supplier that prior to entering into this agreement it has satisfied itself that the Properties Portal Platform and Software meets its business needs and the Business Purpose.
- The Customer acknowledges that the Supplier may, provided it gives the Customer reasonable advanced written notice change, deprecate or republish APIs for the Software, and that it is the Customer's responsibility to ensure that calls or requests the Customer makes to or of the Software are compatible with the then-current APIs for the Software
- The Customer agrees and confirms that the terms and conditions of this agreement shall apply to any Additional Module and any Upgrade issued by the Supplier from time to time from the date such Additional Module or Upgrade is incorporated within the Software.
- The Customer will procure that all Authorised Users and any other person (whether an employee, Sub-Contractor, agent, or otherwise) that are permitted or gains access to the Software or Properties Portal Platform through the Customer comply in full with the provisions of this agreement and shall remain liable for the acts and omissions of all such persons as if the acts and omissions were acts and omissions of the Customer.
 - Any rights granted to any person to use the Properties Portal Platform or the Software by virtue of that person being an Authorised User will cease as soon as such person ceases to be an Authorised User.
- The Customer will keep its list of Authorised Users under regular review and up to date, and will remove from such list the name, and authorisation of any person who ceases to be an Authorised User for any reason.
- The Customer will provide a copy of its list of Authorised Users to the Supplier from time to time, whenever reasonably requested to do so.
- The Customer confirms and acknowledges that the Supplier may use Key Service Providers in the performance and delivery of the Services. The Supplier may make changes to the Services, or the Software, or to the terms and conditions set out in this agreement including the Schedules and Governing Documents, to the extent reasonably necessary to:
 - give effect to any change imposed on the Supplier by any of its Key Service Providers under the relevant Key Service Providers' T's and C's,
 - reflect any new Key Service Provider's T's and C's, in the event that the Supplier changes any of its Key Service Providers (or adds a new Key Service Provider) in accordance with Clause 6.8(b),
 - comply with Applicable Law or due to actual or potential changes in the organisation of the Supplier's business, technical system, specifications or requirements, or

- maintain and improve the quality of the service that the Supplier offers to its customers generally.
- The Supplier shall be entitled to change, or add to, its Key Service Providers from time to time, for the better management, or provision of, the Services.
- The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any third-party website made available via the Services. The Supplier shall not make any change that materially degrades the functionality, performance, security or availability of the Services.
- The Customer agrees and acknowledges as follows:
 - The Properties Portal Platform is not intended to be a means by which legal relations of any kind are created,
 - no statement, acceptance, or confirmation given on the Properties Portal Platform, by the Customer or any person, creates a contract or any other form legal relations (including, without limitation, any kind of warranty or representation) by or between the Customer and/or any person, and
 - to the extent that the existence of any legal or contractual relationship is indicated or implied by any information contained on the Properties Portal Platform, the Customer will (to the extent that it considers necessary) take its own independent steps to ensure that such legal or contractual relationship has been validly created and is existing, without reliance on anything contained in, or implied by, the Software or the Properties Portal Platform.
- The Customer will not authorise or permit anyone other than Authorised Parties to use the Software, or access Customer Data on the Properties Portal Platform in any manner or for any purpose not authorised by this Agreement.
- The Customer will ensure that all inbound packets to the Properties Portal Platform from any untrusted external network terminate with the Customer's perimeter network (as that expression is defined in the Governing Document relating to Information Security) separated from the external network by an appropriate Security Gateway (as defined in the same Governing Document) maintained by the Customer.
-

● CHARGES AND PAYMENT

- The Customer shall pay the Fees and other charges for the provision of the Services each as set out in Schedule 2.
- All amounts, Fees, and other charges stated or referred to in this agreement are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate. The Customer will be solely responsible for payment of all taxes, except for those taxes based on the income of the Supplier. The Customer will not withhold any taxes from any amounts due to the Supplier unless such withholding or deduction is required by Applicable Law. In such event, the amount of such payment due from the Customer shall be increased

to an amount which (after making such withholding or deduction) leaves an amount equal to the payment which would have been due if no such withholding or deduction had been required.

- The Supplier shall invoice the Customer:
 - in respect of the Properties Portal Fee, annually in advance, commencing on the Contract Renewal Date and thereafter on each anniversary of the Effective Date
 - in respect of any Additional Training Fees, Additional Agreed Location Fees, and Additional Authorised User Fees as set out in the relevant Purchase Order, and
 - in respect of all other Fees and charges properly payable by the Customer, in advance, invoiced by the Supplier as and when appropriate to do so.
- Each invoice is due and payable 30 days after the later of: (a) the invoice date, and (b) (where relevant) the commencement of each yearly period of this agreement. If the Supplier has not received payment of all sums not subject to a bona fide dispute within 15 days after their due date, the Supplier shall provide written notice to the Customer and without prejudice to any other rights and remedies of the Supplier:
 - the Supplier shall be under no obligation to provide any or all of the Services while any amounts not subject to a bona fide dispute remain unpaid, and the Supplier may, without liability to the Customer suspend the Customer's access to all or part of the Services until payment of all outstanding undisputed amounts (including interest) have been paid in full; and
 - interest shall accrue on a daily basis on all amounts properly due at a monthly rate equal to 3% of the outstanding balance (or, if lower, the highest rate permitted by law) on a daily, but non-compounding basis, commencing on the date of the relevant invoice and continuing until fully paid, whether before or after judgment.
- All amounts and Fees stated or referred to in this agreement:
 - shall be payable in [GBP]; and
 - are non-cancellable and non-refundable, save to the extent expressly provided in this agreement.

7A. COMMERCIAL TERMS

- Default Pricing:
The Supplier's standard pricing model is £1.50 (one pound and fifty pence) per residential unit per week ("Default Pricing").
- Discounted Incentive Pricing for the Customer:
Notwithstanding the Default Pricing, the Supplier agrees to provide the Services to the Customer at a discounted price of £22,500 + VAT per year, for up to 1,000 units on the platform. This discounted price is on the basis of SaaS agreement and full payment of the £22,500 fee by an agreed date.
- This discounted rate has been given on the basis of a 5 year contract, with a break clause at 3 years for renewal of two subsequent 12 month periods
- The Supplier shall not increase the platform charges during any full Contract Year, except for if there has been an increase in the number of Customer units added and managed through the platform. For each additional 0 to 200 units above the base number of 1,000 units, there will be an additional £4,500 + VAT applied to billing.

- The same pro-rata increases will be applied up to 5,000 units on the platform at an annual rate of £112,500 and then the licence fee will be capped for any number of additional units.
- Training and Service Reviews:
The Supplier shall, at no additional cost to the Customer:
 - provide block training sessions once per quarter for all managing agents wishing to attend; and
 - hold quarterly Service Review Meetings to monitor performance, address feedback, and plan service improvements.
- Product Roadmap and New Modules:

The Supplier shall include the Customer in product roadmap discussions and accept input from the Customer into its development backlog. All new Modules introduced by the Supplier during the Term shall be made available to the Customer at no additional cost.

- Pass-Through Rights:
The Customer may, at its discretion, allocate or recover licensing costs from managing agents or other participants within its housing portfolio, provided that such arrangements do not contravene the terms of this Agreement.
- Third-Party Participation Incentive:
Where the Customer assists in facilitating the participation of other housing associations, registered social landlords or managing agents who use the Properties Portal Platform for units not under the Customer's management:
 - the Supplier shall charge such managing agents at a rate the supplier agrees in negotiation with the new third-party per unit per week for those non-Customer units; and
 - the Supplier shall pay to the Customer a rebate of £0.25 (twenty-five pence) per unit per week in respect of such units, such that this applied to future billing to the Customer, calculated with immediate effect, and applied to each subsequent month while the newly introduced customer is a PfP client. As soon as the newly introduced client ceases being a PfP client, the rebates will discontinue as from the next calendar month.
- Annual Review:
The parties shall meet annually to review the number of active units, pricing, and uptake of new Modules, and to adjust Fees where appropriate, acting reasonably and in good faith
- Price Increases After Initial Term:
The Charges shall be fixed for the Initial Term of five (5) years. After the end of the Initial Term, any increase to the Charges shall be limited to an annual increase in line with the Consumer Prices Index (CPI) published by the UK Office for National Statistics (or any successor index), and no other price increases shall apply.

● **CHANGES, ADDITIONAL SERVICES AND ADDITIONAL MODULES**

- The Customer and the Supplier through their appointed representatives shall meet at least once every quarter to discuss matters relating to this agreement. If either party wishes to change the scope of the Services (including Customer requests, or Supplier proposals for

additional Services or changes to the terms of this agreement), the party proposing the relevant change shall submit details of the requested change to the other in writing.

- Subject to Clause 8.5, if either party requests or proposes a change (including any proposal by the Supplier in relation to an Additional Module) or addition to the scope or execution of the Services or the terms of this agreement, the Supplier shall, as soon as reasonably practicable, provide to the Customer a written confirmation of the relevant change or addition, together with an estimate of:
 - the likely timetable required to implement the change;
 - any variations to the Fees arising from the change;
 - the likely effect of the change on the Implementation Plan, or, if appropriate, a new Implementation Plan; and
 - any other impact of the change on the terms of this agreement.
- Unless otherwise stated herein, the parties have no obligation to proceed with any change under this Clause 8 unless and until both parties have entered into a Purchase Order, in a form satisfactory to both, acting reasonably, confirming the necessary variations to the Fees and charges, the Services and any other relevant terms of this agreement to take account of the relevant change.
- Once signed by both parties, the Services (as altered by the relevant change) shall be implemented in accordance with the terms and conditions of this agreement (as varied, if at all) by the relevant Purchase Order.
- Where the Supplier proposes a change in accordance with Clause 4.6, or Clause 6.7 or paragraph 1.3 of Schedule 1, or any other change to the terms of this agreement, (including to any Governing Document) and such change will have a material adverse impact on the Services, the Software or the rights and obligations of the Customer set out in this agreement, the Supplier shall notify the Customer no later than 20 Business Days prior to the date on which such change is to become effective. Any such notification will include such details as the Supplier can reasonably provide of (a) the likely timetable for the implementation of the change, (b) the scope of the change and its impact on the Services and/or the rights and obligations of the Customer. The Customer may within 10 Business Days of being notified of the proposed change, inform the Supplier in writing if it does not accept such change. If the Customer fails to respond to the Supplier's notice within this time period, the Customer will be deemed to have accepted such change. If, following notification from the Customer, the parties are (acting reasonably and in good faith) unable to reach agreement regarding the proposed change, the Customer shall be entitled to terminate this agreement by giving written notice to the Supplier and shall be entitled to a pro-rata refund of any Fees paid in advance reflecting the period where the Customer did not have access to the Services as a result of such termination. Changes under Clause 6.8 may be implemented by a change in the relevant published Governing Document, without the need for any separate agreement/Purchase Order signed by the parties.
- Where any proposed change by the Supplier under Clause 8.5 requires implementation under a timetable that does not allow the Supplier to give to the Customer the notice required under Clause 8.5:
 - the Supplier shall give to the Customer as much notice as reasonably practicable;
 - the deemed notice provisions in Clause 8.5 shall not apply, subject to the Customer (i) giving notice to the Supplier (as to whether or not it accepts the relevant change) as soon as reasonably practicable, and (ii) being entitled to exercise its right to terminate this agreement within 20 Business Days of the relevant change taking effect; and

- if the Customer does elect to terminate this agreement, it shall still be entitled to a pro-rata refund of any Fees paid in advance reflecting the period where the Customer did not have access to the Services as a result of such termination.
- 8.7 Where any change to be implemented by the Supplier in accordance with this Clause 8 increases the cost to the Customer and/or requires the Customer to make material additional resources available to enable the relevant change to be successfully implemented, the Supplier will use its reasonable endeavours to procure that the Customer is given as much notice as practicable of the date(s) on and/or during which the relevant Customer resources will be required.

● PROPRIETARY RIGHTS

- The Customer acknowledges and agrees that the Supplier and/or its licensors own all rights (including Intellectual Property Rights) in the Properties Portal Platform, the Software, the Services, and System Data. Except as expressly stated herein, this agreement does not grant to the Customer (and the Customer will not obtain) any rights to, or in, any Intellectual Property Rights of the Supplier, or any other rights or licences in respect of the foregoing or any related documentation.
- The Supplier will make available to the Customer all updates or Upgrades to the Properties Portal Platform that it makes available for no additional charge to its customers generally. Additional Modules may be made available to the Customer pursuant to Clause 8 and will be subject to additional charges.
- The Customer may request that the Supplier provide additional services and/or developments to the Software, Services and/or Properties Portal Platform. In such circumstances, the parties shall, acting reasonably and in good faith, discuss and agree the legal and commercial terms (including any additional charges which may be payable) in respect of such additional services or developments, provided that no additional services or developments will be performed or provided by the Supplier until the parties have executed a Purchase Order governing the same.
- The Supplier acknowledges and agrees that except as expressly stated herein, this agreement does not grant to the Supplier any rights to, or in, any Intellectual Property Rights of the Customer.
- Each party acknowledges and agrees that nothing in this agreement will prevent it from further developing, modifying, exploiting or otherwise commercialising the rights (including Intellectual Property Rights) owned by it/or its licensors.
- Each party confirms and undertakes to the other 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, and
 - it will maintain in force at all relevant times, all licences, permits and consents necessary to perform its obligations under this agreement.
- The Supplier will have:
 - full discretion to determine whether or not to proceed with any Upgrade or the development of any enhancements, new features or functionality requested by the Customer; and
 - an unencumbered right, without any obligation to compensate or reimburse the Customer, to use, incorporate and otherwise fully exercise and exploit any Feedback in connection with its products and services.

- Notwithstanding anything to the contrary, the Customer agrees that the Supplier has the right to use Customer Data internally to develop and improve its products and services. Furthermore, nothing in this agreement shall limit, or adversely affect the right of the Supplier to use Customer Data that no longer constitutes Confidential Information of the Customer (including Publicly Available Transaction Data), internally and externally for any purpose.

- **CONFIDENTIALITY**

- A party's Confidential Information shall not include information that:
 - is or becomes publicly known (including any Publicly Available Transaction Data) other than through any act or omission of the receiving party;
 - was in the other party's lawful possession before the disclosure;
 - is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - is independently developed by the receiving party (without use of, or reference to, the Confidential Information), where such independent development can be shown by written evidence.
- Unless otherwise stated herein, each party shall hold the other's Confidential Information in confidence and, unless required by law, not use the other's Confidential Information for any purpose other than in accordance with the provisions of this agreement.
- Each party shall 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.
- 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 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure; and
 - to its employees, officers, directors, lawyers, auditors, financial advisors and other representatives who have a need to know, are legally bound to keep such information confidential by confidentiality obligations consistent with those of this agreement and provided that the disclosing party remains liable for the acts and omissions of such representatives.
- Neither party will disclose the terms of this agreement to any third party without the consent of the other party, except that either party may:
 - (a) confidentially disclose such terms to actual or potential lenders, investors or acquirers provided that such recipients are bound by confidentiality obligations consistent with those of this agreement, and/or
 - (b) supplier may identify the Customer in its marketing materials.
- The Customer acknowledges that the Software, the results of any performance tests of the Software (Including System Data) and the Services constitute the Supplier's Confidential Information.

- **IPR CLAIMS**

- The Supplier shall defend the Customer against any IPR Claim and indemnify the Customer for any Losses incurred by a Customer Indemnified Person (or any settlement approved by the Supplier) in connection with such IPR Claim provided that:
 - the Software or Services is being used in the manner contemplated in this agreement;
 - the Supplier is given reasonably detailed notice of the IPR Claim, or potential IPR Claim as soon as reasonably practicable;
 - the Customer provides (and procures that all Customer Indemnified Persons provide) reasonable co-operation to the Supplier in the defence and settlement of the IPR Claim, at the Supplier's expense;
 - neither the Customer nor any Customer Indemnified Person makes any verbal or written admission relating to the IPR Claim without the prior written consent of the Supplier (such consent not to be unreasonably withheld, delayed or conditioned); and
 - the Supplier (and/or its chosen representatives) is/are given sole authority to defend or settle the IPR Claim.
- The Supplier shall use reasonable endeavours to ensure that the Customer is kept informed of each material step in relation to any IPR Claim and will:
 - not reach any settlement without the Customer's prior written consent, which will not be unreasonably withheld, delayed or conditioned where it unconditionally releases the Customer of all related liability; and
 - have reasonable regard to any representations made by the Customer in relation thereto.
- In the defence or settlement of any IPR Claim, the Supplier may obtain for the Customer the right to continue using the Software, replace or modify the Software so that it becomes non-infringing (but continues to provide materially equivalent functionality) or, if such remedies are not (in the good faith opinion of the Supplier) reasonably available on reasonable terms, terminate this agreement without further liability to the Customer (but without prejudice to any liability that shall have arisen under Clause 11.1, and/or any other rights that the Customer may have in relation to any other previous breaches of the terms of this agreement by the Supplier) other than to provide Customer with a pro-rata refund of any Fees paid in advance reflecting the period after the date+ of such termination.
- The Supplier shall have no liability under this Clause 11 if and to the extent that the alleged infringement is caused by:
 - compliance with designs, guidelines, plans or specifications provided by or on behalf of the Customer;
 - a modification of the Software by any party other than the Supplier without the Supplier's express written consent;
 - the use by, or on behalf of, the Customer or any Customer Indemnified Person of the Software in a manner contrary to either the terms of this agreement or any instructions given to the Customer by the Supplier;
 - Customer Data or Customer Confidential Information;

- the combination, operation or use of the Software with other applications, portions of applications, product(s) or services where the Software would not by itself be infringing; or
- the use of the Software by or on behalf of, the Customer or any Customer Indemnified Person after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- The rights set out in Clause 11 contain and constitute the sole and exclusive rights and remedies of the Customer and each and any Customer Indemnified Person, and the Supplier's entire obligations and liability, for Intellectual Property Rights infringement.
- The Customer shall indemnify Supplier only to the extent that the Excluded Claim arises directly from Customer's misuse of the Software or breach of this Agreement.
- The Customer shall use reasonable endeavours to ensure that the Supplier is kept informed of each material step in relation to any Excluded Claim and will:
 - not make any material admission of liability in relation to any Excluded Claim;
 - not reach any settlement without the Supplier's prior written consent, which will not be unreasonably withheld, delayed or conditioned where it unconditionally releases the Supplier of all related liability; and
 - have reasonable regard to any representations made by the Supplier in relation thereto.

● **DISCLAIMERS AND LIMITATION OF LIABILITY**

- This Clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors):
 - arising under, out of or in connection with this agreement;
 - in respect of any use of the Properties Portal Platform, the Services, the Software, or any part of them; and
 - in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under, out of or in connection with this agreement.
- Except as expressly and specifically provided in this agreement:
 - the Customer assumes sole responsibility for results obtained from its use of the Properties Portal Platform, the Software and/or the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by or on behalf of Customer to the Supplier, or any actions taken by the Supplier at the Customer's request; and
 - 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. In particular, the Supplier gives no warranties, warranties or conditions (whether express or implied) that the Customer's use of the Software, Properties Portal Platform or Services outside of the Agreed Locations complies with Applicable Law and Customer is solely responsible and liable for the same, including any applicable import and export law compliance.
- Without prejudice to its obligations under the Service Level Agreements, the Supplier:

- does not warrant that:
 - the Customer's use of the Services will be uninterrupted or error-free;
 - that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - the Software or the Services will be free from Viruses or Vulnerabilities.
- Nothing in this agreement excludes or restricts the liability of either party:
 - for death or personal injury caused by that party's negligence;
 - for fraud or fraudulent misrepresentation; or
 - for any other liability that cannot be excluded or restricted under Applicable Law.
- The Service Level Agreements state and constitute the Supplier's only obligations in respect of the availability, or non-availability of the Software and/or Service.
- Nothing in this agreement excludes the liability of either party:
 - For Breach of Clause 10, or
 - In relation to their respective obligations under Clause 11.
- Save to the extent that such liability cannot be excluded by Applicable Law, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution, indemnity or otherwise for any of the following:
 - loss of expenses or loss of income or profits,
 - loss of business, depletion of goodwill and/or similar losses or loss,
 - loss of or corruption of data or information,
 - loss of contracts or loss of opportunity,
 - pure economic loss,
 - business interruption,
 - aggravated, punitive, exemplary and/or special damages,
 - loss or damage incurred by the Customer as a result of third party claims (other than IPR Claims, in accordance with the relevant provisions of this agreement), or
 - any special, indirect or consequential loss costs, damages, charges or expenses,

in each case however arising under or in connection with this agreement.

This exclusion shall not apply to direct loss of or damage to Customer Data arising from Supplier's breach of this Agreement or negligence.

- Subject to Clause 12.4 and 12.7, the Supplier's total aggregate liability in any Contract Year in contract (including in respect of the indemnity contained in Clause 11.1), tort (including

negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, indemnity or otherwise, arising under, out of or in connection with this agreement shall not exceed fifty percent (50%) of the Fees paid in the preceding 12 months. For any breach of Clause 4 (Data Protection), the cap shall be £15,000 or fifty percent (50%) of the annual Fees, whichever is greater.

- Subject to Clause 12.4 and 12.7, the Customer's total aggregate liability in any Contract Year in contract (including in respect of the indemnity contained in Clause 11.6), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, indemnity or otherwise, arising under, out of or in connection with this agreement shall be limited to fifty percent (50%) the total Fees paid by the Customer to the Supplier for the Services during that Contract Year.
- Each party will use commercially reasonable endeavours to mitigate its losses (and in the case of the Customer those of any Customer Indemnified Person) in relation to any claim that it may make against the other.

● TERM AND TERMINATION

- This agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term, unless otherwise terminated as provided in this Clause 13 and/or elsewhere in this agreement. After the Initial Subscription 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 Initial Subscription Term or the then current renewal period (as applicable).
- The Supplier may at its option, by notice to the Customer, on 2 months' written notice to the Customer, terminate this agreement only where it has a reasonable and evidenced belief that continuation would result in an actual, not hypothetical, breach of Applicable Law.
- 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 if the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so, provided, however, that if such breach is capable of remedy but cannot be remedied within such period and the breaching party initiates actions to remedy the breach and thereafter diligently pursues such actions, the breaching party shall have such additional period as is necessary in the circumstances to cure the breach.
- On termination of this agreement for any reason:
 - all non-perpetual licences granted under this agreement shall immediately terminate;
 - 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;
 - the Supplier may, to the extent practicable (as determined by the Supplier acting reasonably and taking into account the decentralised nature of the Properties Portal Platform and the immutability of certain information recorded on it), destroy or otherwise dispose of any of the Customer Data (excluding any Publicly Available Transaction Data) in its possession unless the Supplier receives, no later than 30 days after the effective date of termination of this agreement, a written request, in accordance with Clause 4.4(e), for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use commercially reasonable endeavours to deliver the back-up in the format in which it was stored by the Supplier to the Customer within 30 days of its receipt of such a

written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data on demand;

- 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; and
 - subject to Clause 13.5, the Supplier shall have no obligation to retain any information on the Properties Portal Platform relating to any Transactions in relation to which the Customer utilised the Properties Portal Platform during the term of this agreement.
- Where this agreement is terminated by the Customer and on such date the Properties Portal Platform is still supporting Transactions introduced onto the Properties Portal Platform by the Customer, and the Customer wishes those Transactions to remain supported by the Properties Portal Platform, then provided the parties acting reasonably and in good faith are able to agree:
 - the level and nature of the continued support required by the Supplier, and
 - the amount of any termination payment in respect of such continued support which shall be payable by the Customer within 30 days of such termination,
 - the Supplier shall procure that the Properties Portal Platform will continue to support the relevant Transactions in accordance with the terms of this agreement, and the agreement reached between the parties as to the continued support of such Transactions, until each such Transaction is redeemed and/or ceases for whatever reason to have effect.
- For the avoidance of doubt no element of any termination payment agreed and paid under Clause 13.5 shall be repayable in any circumstances, including where any Transaction is redeemed and/or ceases to have effect earlier than anticipated by the parties at the time of agreeing the relevant termination payment.
- **EXPORT**
 - Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any Applicable Laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
 - Each party undertakes:
 - contractually to oblige any third party to whom it discloses or transfers any data or products described in Clause 14.1 to make an undertaking to it in similar terms to the one set out in Clause 14.1; and
 - if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

- **LEGAL AND REGULATORY COMPLIANCE**

- Each party shall comply at all times with, and shall procure that its Personnel at all times comply with, all Applicable Laws and relevant regulatory requirements binding on the party in the performance of its obligations under this agreement.
- Each party shall promptly, at the cost of the other, provide the other with any information reasonably requested by the other to enable it to comply with Applicable Law.
- Each party shall act only in accordance with the other's written instructions in respect of any communication with the other's Regulator in relation to the other party, save as otherwise required or appropriate by or under Applicable Law. Each party shall co-operate fully with Regulators, including such persons as may be appointed by them.
- Subject and without prejudice to Clause 15.5 below, each party shall have and maintain, for the duration of this agreement, all permits, approvals, certifications and authorisations needed to meet its obligations under this agreement.

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- **FINANCIAL CRIME COMPLIANCE**

- Each party shall comply with all Anti-Financial Crime Laws which are Applicable Laws.
- Each party will use its reasonable endeavors to ensure that each of its Subcontractors and Affiliates, and its and their Personnel, direct or indirect beneficial owners or shareholders, and/or any other person acting on their behalf do not, in connection with this agreement engage in any activity which would expose the other party to liability under any Anti-Financial Crime Laws.
- Each party warrants and represents to the other that neither it nor (insofar as it is aware) any of its Affiliates or Personnel:
 - has been convicted of any offence involving Anti-Financial Crime Laws;
 - has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence concerning the Anti-Financial Crime Laws.
- Each party shall, and (to the extent necessary for the proper performance of its obligations under this agreement) use its reasonable endeavors to procure that its Subcontractors shall, have and maintain in place throughout the term of this agreement:
 - such policies and procedures as are adequate and reasonable to prevent breaches of Anti-Financial Crime Laws by that party or, as the case may be, any relevant Subcontractor;
 - proper and reasonable books, records and accounts; and
 - an internal accounting controls system that is sufficient to ensure the proper authorisation, recording and reporting of all relevant transactions so as to provide reasonable assurance that breaches of the Anti-Financial Crime Laws are prevented, detected and deterred.
- Each party shall promptly notify the other of any breach of its obligations set out in this Clause 16. If either party has any reasonable basis for a belief that the other party may not be in compliance with the obligations set out in this Clause 16, that party shall advise the other in writing. In either event, each party shall cooperate fully with any and all proper and reasonable enquiries undertaken by or on behalf of the other party, including by making

available the relevant Personnel and supporting documents if reasonably requested by the other.

- Each party shall provide such reasonable assistance as the other party shall reasonably request (at the cost of the other party, where the complying party reasonably requests it) in connection with any investigation by, or communication with, a Regulator in relation to Anti-Financial Crime Laws.
- Without prejudice to any other rights of the relevant party under this agreement, where this agreement is properly terminated by a party for breach by the other of its obligations under this Clause 16, the terminating party shall not be obliged to make any payments to the other or its Affiliates of any kind which have accrued or which will accrue, where the terminating party has reasonable grounds to believe that those payments may be used to make a payment, or which directly or indirectly reimburse a payment already made, which is or would be a breach of this Clause 16.

● **SANCTIONS COMPLIANCE**

- Each party warrants and represents to the other that neither it nor (so far as it is aware) any of its Subcontractors or Affiliates, or its or their Personnel, direct or indirect beneficial owners or shareholders, and/or any other person acting on behalf of Supplier, is, or is owned or controlled by an individual or entity that is or are:
 - the target of any Sanctions (a “**Sanctioned Person**”); or
 - located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country, or territory (a “**Sanctioned Country**”).
- Any breach of this Clause 17 shall be deemed to be a material breach of this agreement not capable of remedy.

● **SUPPLIER AUDIT AND RECORDS**

- The Supplier shall at the reasonable request of the Customer, but subject to the terms of this Clause 18, permit, and provide reasonable assistance and access to, the Customer and its duly authorised representatives (acting under written confidentiality agreements) to inspect and audit the Supplier’s books and records, and (where reasonably required) any Supplier premises as well as reasonable access to Supplier’s relevant Supplier Personnel and external auditors (the “**Auditable Information**”) to enable the Customer to audit the performance of the Supplier in respect of its obligations under this agreement and any Purchase Orders.
- The audits referred to in Clause 18.1 shall be conducted (1) subject to Clause 18.3, (2) save where evidence of material non-performance has been revealed in previous audits, no more often than once in any 12 month period (3) in accordance with the Supplier’s reasonable rules and regulations, and (4) only where the Customer has provided reasonable prior notice to Supplier (except in an emergency or crisis or where, judged on an objective basis, prior notice would render an inspection or audit ineffective).
- The Customer accepts and acknowledges that the exercise of the rights granted to it in this Clause 18 are capable of being disruptive to the legitimate business activities of the Supplier and the provision of the Services. The Customer undertakes that it will act reasonably and in good faith in exercising such rights so as to minimize, to the extent reasonably practicable, interference with the legitimate activities of the Supplier.
- The Supplier shall maintain, at no additional cost to the Customer, in a reasonably accessible location, proper records relating to this agreement and each Purchase Order in accordance with Supplier’s record retention policy as amended from time to time.

- The cost of an audit pursuant to Clause 18.1 shall be borne by the Customer, save to the extent the audit reveals a material failure by the Supplier to comply with its obligations under this agreement or a Purchase Order, in which case it shall be borne by Supplier.
- Where reasonable in all the circumstances to do so, but subject to this Clause 18.6, the Customer shall have access to, and may make copies of, any internal audit reports (including related working papers and recommendations) and external audit reports prepared by or for the Supplier in relation to the Services, it being understood that Customer shall treat as confidential all applicable documentation, systems, books, records and any other information. Nothing in this Clause 18 shall prevent the Supplier from redacting information made available to the Customer during a Customer audit where required by Applicable Law or to the extent required by obligations owed to third parties.
- The Customer may request additional, appropriate and proportionate information from the Supplier following any audit under this Clause 18 if such a request is justified, judged on a reasonable objective basis, from a legal, regulatory or risk management perspective.

- **FORCE MAJEURE**

- Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, pandemic, cyber-attacks (including denial of service attacks), failure of any software (other than the Software) or hardware, any failure of any third party's communications network, any interruptions to or lack of availability of internet related services including domain name system services and hosting services or the internet, 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 to the extent it arises from the same. Inability to make a payment under or in connection with this agreement shall not constitute a circumstance beyond the reasonable control of a party. Other than as expressly required by this agreement, neither party is obliged to take any action to prevent or mitigate the events described in this Clause 19.

- **WAIVER**

- 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.
- Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

- **RIGHTS AND REMEDIES**

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

- **SEVERANCE**

- 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.
- If any provision or part-provision of this agreement is deemed deleted, 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.

- **ENTIRE AGREEMENT**

- This agreement (including any Purchase Order entered into in accordance with its terms) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- Each party acknowledges and agrees that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation (including any misrepresentation), assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- Without prejudice to:
 - any other provision of this agreement limiting the remedies available to either party, each party agrees that it will have no remedy in relation to this agreement for innocent or negligent misrepresentation, negligent misstatement or mistake based on any statement in or made in relation to this agreement; and
 - Clauses 3.3, 5.2 11.1, 11.3 and 31, the only remedy available to each party in relation to any breach of this agreement shall be for damages for breach of contract under the terms of this agreement.

- **ASSIGNMENT**

- Subject to Clause 24. 3, the Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this agreement. Notwithstanding the foregoing, the Customer may assign the whole of its rights under this agreement to an Affiliate without the prior written consent of the Supplier, provided it notifies the Supplier in writing in advance of such assignment.
- Subject to Clause 24.3, the Supplier may assign, novate, or otherwise transfer the whole of its rights or obligations under this agreement to an Affiliate or to any person who acquires the business of the Supplier, or that part of the business of the Supplier to which this agreement relates.
- Any transfer under this Clause 24 must meet the following conditions and stipulations;
 - (a) any transferee must have the requisite financial standing and resources to meet the relevant party's obligations under this agreement.
 - (b) notice of transfer must be given to the other party within 10 Business Days.
 - (c) where the transfer is to an Affiliate, the relevant transfer must cease, and the relevant rights and obligations be re transferred (to the relevant party or to another Affiliate) on any transferee ceasing to be an Affiliate of the relevant party.
 - (d) any transferee must hold all necessary permits and authorisations needed to hold the relevant rights and/or comply with the relevant obligations under this agreement.

- **NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party to be the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

- **VARIATION**

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

- **THIRD PARTY RIGHTS**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for third parties to enforce any term of this agreement.

- **NOTICES**

- Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out below:
 - The Supplier: jon@portalsforpeople.co.uk
 - The Customer: [customer email]
- 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. A notice sent by email shall be deemed to have been received at the time of transmission (provided no automated bounceback message occurs).
- This Clause 28 shall not apply to any court proceedings undertaken pursuant to Clauses 29 or 30.

- **EQUITABLE RELIEF**

Notwithstanding Clause 30, each party acknowledges and agrees that any breach of Clauses 9 and 10 by it could be highly detrimental to the interests of the other party and that adequate damages for such breach may be impossible to ascertain. Therefore, the other party shall be entitled (without proof of special damage) to specific performance, injunctive and/or other equitable relief as a remedy in addition to any other remedies in respect of any threatened or actual breach of such Clauses.

- **GOVERNING LAW**

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 laws of England.

- **JURISDICTION**

The parties irrevocably agree that the courts of London, 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.



Signed by:
for and on behalf of
THE SUPPLIER
(Portals for People Ltd)

Signed by:
for and on behalf of
THE CUSTOMER
[Customer Company Name]

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Service Level Agreement (SLA)

This Schedule sets out the service levels, performance standards, and remedies applicable to the Services provided under this Agreement.

1. Service Availability

SCHEDULE 1 Uptime Commitment: The Supplier shall ensure the Properties Portal Platform is available 99.5% of the time per calendar month, excluding scheduled maintenance.

SCHEDULE 2 Scheduled Maintenance: Maintenance windows shall be:

Part 1 Notified at least 48 hours in advance

Part 2 Conducted outside of Normal Business Hours where possible

Part 3 Limited to 4 hours per month

2. Support Services

Severity Level	Description	Response Time	Resolution Target
Critical (P1)	Platform unavailable or major functionality failure	1 hour	4 hours
High (P2)	Significant degradation or partial outage	4 hours	1 Business Day
Medium (P3)	Non-critical issue affecting some users	1 Business Day	3 Business Days
Low (P4)	Minor issue or general query	2 Business Days	5 Business Days

- Support is available during Normal Business Hours (9:00–17:00 GMT, Monday–Friday).
- Out-of-hours emergency support is available for P1 incidents via designated escalation contacts.

3. Data Backup and Recovery

- SCHEDULE 1 Backup Frequency: Daily backups of Customer Data.
- SCHEDULE 2 Retention Period: Minimum of 30 days.
- SCHEDULE 3 Recovery Time Objective (RTO): 4 hours.
- SCHEDULE 4 Recovery Point Objective (RPO): 24 hours.

4. Security Commitments

1. Supplier shall implement zero-trust architecture, including:
 - 1.1 Encryption of data in transit and at rest
 - 1.2 Role-based access controls
 - 1.3 Multi-factor authentication for administrative access
2. Security Patch Deployment:
 - 2.1 Critical vulnerabilities: within 24 hours
 - 2.2 High: within 72 hours
 - 2.3 Medium: within 7 days
 - 2.4 Low: within 30 days

The Client ([CUSTOMER]) shall use the Properties Portal platform solely in accordance with the Permitted Use, and only such compliant use shall entitle the Client to the service levels and assurances set out in this Agreement.

1. Annual Fees

1.1 Annual Licence Fee

The Customer shall pay to the Supplier, in respect of each Contract Year, the following Annual Licence Fee:

Indicative fees for discussion with each client

<u>Item</u>	<u>Description</u>	<u>Rate / Term</u>	<u>Notes / Conditions</u>
Default SaaS Pricing	Standard PfP platform charge	£1.50 per unit per week	Standard rate for all customers
Discounted Offer	Contracted rate for Indicative Housing Group	£1.30 per unit per week	Base rate applied under this Agreement
Early-Commitment Incentive	Sign-up before 30 June 2025	£1.25 per unit per week	Applies if Agreement executed by [agreed date]
Long-Term Commitment Incentive	5-year term with 3-year break clause and annual unit refinement	£1.20 per unit per week	Applies if Customer enters into 5-year term structure
Price Hold	Per-unit charge freeze	Fixed for each full Contract Year	Any later increase subject to mutual agreement
Training Provision	Monthly training for all managing agents	Included (no charge)	Group sessions, once per quarter
Service Review Meetings	Regular operational review	Included (no charge)	Quarterly meeting between Supplier & Customer
New Modules	Inclusion of future product modules	Included (no charge)	Automatic access to all future Modules released
Product Roadmap Engagement	Participation in PfP development backlog	Included	Customer invited to provide roadmap input
Pass-Through Rights	Ability to allocate licensing costs to managing agents	Permitted	Customer discretion, provided compliance with Agreement

Third-Party Participation Incentive	Managing Agents using PfP for non-Indicative units	£1.45 per unit per week	Charged to agent; £0.25 per unit per week rebate to Indicative
Annual Review	Review of unit numbers, pricing & module adoption	Once per year	Adjustments made in good faith

1.2 Additional Units

Where the number of units exceeds 1,000, an additional fee of £4,500 (four thousand five hundred pounds) plus VAT shall apply for each additional block of 200 units (or part thereof). The Supplier shall invoice for such additional amounts upon the Customer exceeding the relevant unit threshold as from each new annual effective date anniversary.

The same pro-rata increases will be applied up to 5,000 units on the platform at an annual rate of £112,500 and then the licence fee will be capped for any number of additional units.

1.3 Indexation and Increases

- Notwithstanding any other provision of this Schedule, the Licence Fee and Support Fee shall not be subject to any increase during the first five (5) Contract Years, provided that the Customer has paid all applicable fees in full by 30 December 202X.
- Thereafter, from and including the sixth (6th) Contract Year, the Supplier may increase the Licence Fee and/or Support Fee no more than once in any twelve (12) month period by an amount calculated by reference to the percentage increase in the UK Consumer Prices Index (including owner occupiers' housing costs) ("CPIH"), as published by the Office for National Statistics, plus two per cent (2%), based on the Index last published before the date of the Supplier's notice of increase.
- In the event that any Key Service Provider to the Supplier increases its charges to the Supplier by a percentage which exceeds, or is reasonably likely (in the Supplier's reasonable and good faith opinion) to exceed, the increase referred to in clause 1.3(b), the Supplier may make a fair and reasonable further adjustment to the Licence Fee and/or Support Fee to reflect such additional costs, provided that the Supplier gives the Customer at least thirty (30) days' prior written notice and provides reasonable supporting evidence of such increase. The provisions of Clause 8.5 of the Agreement shall apply in such circumstances.

2. Support Fees

2.1 The Customer shall pay to the Supplier the following Support Fees in respect of the Agreed Level of Support:

Contract Year	Annual Support Fee	Notes
Year 1	Included in the Annual Licence Fee	For agreed support level
Years 2–5	Included in the Annual Licence Fee	Support level maintained throughout

2.2 The Support Fee includes:

- A. Quarterly service review meetings;
- B. Ongoing support and maintenance;
- C. Once-per-quarter training sessions open to all Managing Agents wishing to attend.

3. Additional Services and Fees

3.1 Additional Training

If the Customer requests additional training beyond the included quarterly sessions, the Supplier may provide such training at an additional fee agreed in writing between the parties via a Purchase Order.

3.2 Additional Locations

Providing access to the Services at any location other than the Agreed Locations shall be subject to an additional fee, to be agreed in a Purchase Order.

3.3 Additional Concurrent Users

If the Customer wishes to increase the number of Concurrent Authorised Users beyond the then-current Agreed Maximum (200), the Supplier will use reasonable endeavours to accommodate such request, subject to a reasonable additional fee agreed via a Purchase Order.

3.4 Change Requests and Professional Services

For any change requests or additional professional services required by the Customer under Clause 8 of the Agreement, the Supplier will provide a cost estimate based on its then-current professional services rates. Such services shall be subject to a Purchase Order.

4. Additional Commercial Provisions

4.1 The Supplier shall include, at no additional cost, ongoing access to new modules developed for the Properties Portal Platform during the term of this Agreement, provided the Customer elects to use such modules.

4.2 The Customer shall be entitled to participate in the Supplier's product roadmap and contribute feedback, requirements, and prioritisation input into the Supplier's development backlog.

4.3 The Customer acknowledges that [CUSTOMER] may, at its sole discretion, determine how it passes on or allocates the Licence and Support Fees to its Managing Agents. Such allocation or internal recharging arrangements shall not affect the Customer's liability to the Supplier for payment of the Fees.

5. Payment Terms

5.1 All amounts are stated exclusive of VAT, which shall be payable at the prevailing rate.

5.2 The Customer shall pay each undisputed invoice within thirty (30) days of the date of invoice, by electronic bank transfer to the account specified by the Supplier.

5.3 Time for payment shall be of the essence. In the event of late payment, the Supplier reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

1. Service Usage



6.1 The Customer [[CUSTOMER]] shall use the Properties Portal platform solely in accordance with the Permitted Use, and only such compliant use shall entitle the Client to ongoing usage, the service levels and assurances set out in this Agreement.

Schedule 3

Data Processing Details

This Schedule sets out the scope, nature, and purpose of processing by the Supplier, the duration of the processing, the types of personal data, and the categories of data subjects, as required by Clause 4 of this Agreement.

1. Scope of Processing

The Supplier will process personal data on behalf of the Customer strictly for the purpose of providing the Services under this Agreement, including:

- Hosting and maintaining the Properties Portal Platform
- Enabling access and use by Authorised Users
- Providing support and maintenance services
- Performing analytics (only on anonymised and aggregated data)
- Ensuring security, availability, and integrity of the Services

2. Nature and Purpose of Processing

Activity	Purpose
Data hosting	To store and manage Customer Data securely
User authentication	To verify and manage Authorised User access
Communication	To send system notifications and support communications
Support services	To diagnose and resolve technical issues
Backup and recovery	To ensure data resilience and continuity
Audit logging	To maintain security and compliance records
Optional integrations	To support third-party integrations as requested by the Customer

3. Duration of Processing

The Supplier shall process personal data:

- For the duration of the Agreement; and
- Thereafter only to the extent and for such period as required by Applicable DP Laws or as otherwise agreed in writing with the Customer.

4. Types of Personal Data

The following categories of personal data may be processed:

- Full name
- Contact details (email address, phone number)
- Residential address
- Tenancy details (e.g. lease dates, rent amounts)
- Payment and transaction history

- Maintenance requests and communications
- Identification documents (where uploaded)
- IP addresses and login metadata
- User credentials (hashed passwords)
- Notes or comments entered by users
- Ethnicity
- Healthcare needs

The Customer remains solely responsible for ensuring appropriate lawful basis and safeguards.

5. Categories of Data Subjects

The personal data processed may relate to the following categories of data subjects:

- SCHEDULE 1 Tenants and prospective tenants
- SCHEDULE 2 Landlords and property owners
- SCHEDULE 3 Letting agents and housing officers
- SCHEDULE 4 Customer's employees and contractors
- SCHEDULE 5 Authorised Users of the Properties Portal Platform

6. International Transfers

Where personal data is transferred outside the UK or EEA, the Supplier shall ensure that such transfers are subject to appropriate safeguards, including:

- The UK International Data Transfer Agreement (IDTA); or
- The UK Addendum to the EU Standard Contractual Clauses (SCCs); or
- Any other lawful transfer mechanism approved under the Data Protection Legislation.

7. Sub-Processors

The Supplier shall not engage any sub-processor without:

- Prior written consent of the Customer;
- Providing at least 30 days' notice of any intended changes;
- Ensuring that the sub-processor is bound by written terms materially equivalent to those in Clause 4; and
- Remaining fully liable for the acts and omissions of any sub-processor.