**RESIDENT™ SOFTWARE AS A SERVICE AGREEMENT**

**PLEASE READ THIS SOFTWARE AS A SERVICE AGREEMENT CAREFULLY BEFORE REGISTERING FOR THE SERVICES. BY CLICKING THE "I ACCEPT" BUTTON OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ARE DEEMED TO HAVE AGREED TO THEM ON BEHALF OF ANY ENTITY FOR WHOM YOU USE THE SERVICES. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, THE CHARGES AND PAYMENTS IN CLAUSE 11, THE INDEMNITIES IN CLAUSE 14 AND THE LIMITATIONS OF LIABILITY IN CLAUSE 15. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, OR IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, THEN YOU ARE NOT AUTHORISED TO USE THE RESIDENT™ SERVICES. YOU SHOULD PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.**

This software as a service subscription agreement (**Agreement**) is a legally binding agreement and governs your use of the Services (defined below) provided by Resident Property Software Limited (Co. reg. no. 08954437) of 48 Mount Ephraim, Tunbridge Wells, Kent TN4 8AU (**Resident**, **us** or **we**). You are referred to as **"Customer"** or **"you"** in this Agreement.

**BACKGROUND**

Resident has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of managing freehold, leasehold and commonhold property which the Customer wishes to use in its business operations. Resident has agreed to provide and the Customer has agreed to take and pay for Resident's service subject to the terms and conditions of this Agreement.

**AGREED TERMS**

1.      The definitions set out above and below, and rules of interpretation in this clause apply in this Agreement.

**Aggregated Data** means Customer Data and usage information that has been anonymised (stripped of all Personal Data) so that it is no longer considered either personal data or pseudonymous data (each as defined under applicable Data Protection Laws).

**Authorised Users** means those (i) employees, agents and independent contractors of the Customer, and (ii) property leaseholders of the Customer, each of (i) and (ii) who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2.4.

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

**Confidential Information** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.6 or clause 13.7.

**Customer Data** the data owned or controlled by the Customer or its Authorised Users, as the case may be, and which is inputted or otherwise used by the Customer, Authorised Users, or Resident on the Customer's behalf for the purpose of using the Services or facilitating the Customer's (including its Authorised Users') use of the Services. The Customer Data includes any Protected Data.

**Data Protection Laws** has the meaning set out in Schedule 1.

**Documentation** the online documentation made available to the Customer by Resident via https://www.resident.uk.com/ or such other web address notified by Resident to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

**Effective Date** means the date this Agreement is electronically accepted, or the date of last signature of the parties if signed in hard copy.

**Initial Subscription Term** means 12 months from the Effective Date.

**Normal Business Hours** means 9.00 am to 5.30 pm local UK time, each Business Day.

**OpenWrks Service** has the meaning given in clause 2.7.

**Personal Data** has the meaning set out in Schedule 1.

**Protected Data** has the meaning set out in Schedule 1.

**Renewal Period** means the period described in clause 16.1.

**Services** means the subscription services for the Software provided by Resident to the Customer under this Agreement via https://www.resident.uk.com/ or any other website notified to the Customer by Resident from time to time.

**Software** means the online block management software applications known as Resident™ provided by Resident as part of the Services, including any updates relating thereto that may be provided hereunder and any derivative works of the foregoing.

**Subscription Fees** means the subscription fees payable by the Customer to Resident for the Unit Subscriptions.

**Subscription Term** has the meaning given in clause 16.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

**Support Services Policy** means Resident's policy for providing support in relation to the Services as updated by Resident from time-to-time and made available at the link below or such other website address as may be notified to the Customer from time-to-time.

**TrueLayer Service** has the meaning given in clause 2.6.

**Unit** mean a flat or a house managed, operated or otherwise controlled by a Customer.

**Unit Subscriptions** the Unit subscriptions purchased by the Customer pursuant to clause 11.1 which entitle Authorised Users to access and use the Services and the Documentation for use with the Units in accordance with this Agreement.

**Virus** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time-to-time, whether before or after the date of this Agreement. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2.    **Subscriptions**

2.1    Subject to the Customer purchasing the Unit Subscriptions in accordance with clause 4.2 and clause 11.1, the  restrictions set out in this clause 2 and the other terms and conditions of this Agreement,

Resident hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations in managing the Units.

2.2 In relation to the Authorised Users, the Customer undertakes that:

2.2.1 the maximum number of Units that can benefit from the Services and the Documentation shall not exceed the number of Unit Subscriptions it has purchased from time to time;

2.2.2 it is responsible for the security and proper use of all passwords (including frequently changing passwords) and shall take all necessary steps to ensure that passwords are kept confidential by each Authorised User and are only used for their use of the Services;

2.2.3 it will immediately notify Resident of any unauthorised use of Authorised Users' passwords or any other breach of security. The Customer must take all other actions that we reasonably deem necessary to maintain or enhance the security of our computing systems and networks and your access to the Services.

2.2.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to Resident within 5 Business Days of Resident's written request at any time or times;

2.2.5 it shall permit Resident to audit the Services in order to establish the name and password of each Authorised User and the applicable Unit(s) to which their account relates, and the number of total Units benefitting from the Services. Such audit may be conducted no more than once per quarter, at Resident's expense (subject to clause 2.2.7), and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

2.2.6 if any of the audits referred to in clause 2.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Resident's other rights, the Customer shall promptly disable such passwords and Resident shall not issue any new passwords to any such individual; and

2.2.7 if any of the audits referred to in clause 2.2.5 reveal that the Customer has underpaid Subscription Fees to Resident, then without prejudice to Resident's other rights, the Customer shall pay to Resident an amount equal to such underpayment as calculated in accordance with the prices set out in Schedule 2 within 10 Business Days of the date of the relevant audit, and Customer shall be responsible for the reasonable costs incurred by Resident for the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property. Resident reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.4.2 undermine the security or integrity of, or attempt to gain unauthorised access to, Resident's computing systems or networks or, where Software is hosted by a third party, that third party's computing systems or networks; or

2.4.3 use, or misuse, the Services in any way which may impair the functionality of the Software; or

2.4.4 access any or all parts of the Services and Documentation for any use other than as authorised under clause 2.1; or

2.4.5 use the Services and/or Documentation to provide services to third parties; or

2.4.6 subject to clause 24, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

2.4.7 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Resident.

2.6 The Customer agrees that if it has elected to receive the additional services of automated bank account feeds enabled by the TrueLayer® data gathering service (**TrueLayer Service**) from within the Services, then such additional services are subject to the TrueLayer terms of use to be entered into between Customer and TrueLayer when the Customer registers for a TrueLayer account (**TrueLayer Terms of Use**) as further described in Schedule 3. The use of the TrueLayer Service is subject to separate charges, details of which shall be provided by Resident upon Customer's request. The TrueLayer Service shall not be activated until payment for such TrueLayer Service is received in full. You can decide to terminate the TrueLayer Service at any time by providing Resident with notice to terminate. The timing for termination depends on when the notice of termination is received by Resident, how Customer's payment for the TrueLayer Service is set up, and the terms of the TrueLayer Terms of Use.

2.7 The Customer agrees that if it has elected to receive the additional services of automated bank account feeds enabled by the OpenWrks® data gathering service (**OpenWrks Service**) from within the Services, then such additional services are subject to the OpenWrks terms of use to be entered into between Customer and OpenWrks when the Customer registers for an OpenWrks account (**OpenWrks Terms of Use**). The use of the OpenWrks Service is subject to separate charges, details of which shall be provided by Resident upon Customer's request. The OpenWrks Service shall not be activated until payment for such OpenWrks Service is received in full. You can decide to terminate the OpenWrks Service at any time by providing Resident with notice to terminate. The timing for termination depends on when the notice of termination is received by Resident, how Customer's payment for the OpenWrks Service is set up, and the terms of the OpenWrks Terms of Use.

2.8 If Customer enables third-party applications for use in conjunction with the Services, you acknowledge that we may allow the providers of those third-party applications to access the Customer Data as required for the interoperation of such third party applications with the Software. We are not responsible for any disclosure, modification or deletion of the Customer Data from any such access by third-party application providers.

2.9 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary, affiliate or holding company of the Customer.

3.      **Leaseholder Portal**

3.1     The leaseholder portal functionality of the Site (the **Leaseholder Portal**) allows Customers' leaseholders (the **Leaseholders**) to have logins to the Site where they can access budgets, documentation and maintenance reports directly, along with other capabilities as agreed with the Customer from time-to-time. Such Leaseholders will be deemed Authorised Users under the terms of this Agreement and Customer shall be responsible for their use of the Services in accordance with the terms of this Agreement. Use of the Leaseholder Portal by the Leaseholders is subject to the Leaseholder Terms of Use to be entered into between Customer and Resident when such Leaseholders register for an account with Resident.

3.2     The Customer shall ensure that the Leaseholders are aware of Customer's agreement with Resident for the Services and shall provide Leaseholders with the awareness notice set out in Schedule 3 prior the Leaseholders registering for an account with Resident.

4.      **Additional Unit subscriptions**

4.1     Subject to clause 4.2 and clause 4.2, the Customer may, from time to time during any Subscription Term, purchase additional Unit Subscriptions in excess of the number set out in paragraph 1 of Schedule 2 and Resident shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.

4.2     If the Customer wishes to purchase additional Unit Subscriptions, the Customer shall notify Resident in writing. Resident shall evaluate such request for additional Unit Subscriptions and respond to the Customer with approval or rejection of the request. Where Resident approves the request, Resident shall promptly activate the additional Unit Subscriptions upon received of the relevant fees for such additional Unit Subscriptions as set out in paragraph 2 of Schedule 2. If such additional Unit Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Resident for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

5.      **Services**

5.1     Resident shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms and conditions of this Agreement.

5.2     Resident shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week. Availability does not include (i) Customer-caused or third party-caused outages or disruptions, (ii) planned maintenance performed outside Normal Business Hours, or (iii) unscheduled emergency maintenance performed within or outside Normal Business Hours provided that, if occurring within Normal Business Hours, Resident has used reasonable endeavours to provide Customer with advanced notice where possible.

5.3     Resident will, as part of the Services, provide the Customer with Resident's standard customer support services during Normal Business Hours in accordance with the Support Services Policy.

6.      **Customer data**

6.1     As between Resident and Customer, the Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

6.2     The Customer shall have sole responsibility to maintain copies of all Customer Data that it (or its Authorised Users) inputs into the Software application. Although Resident will follow our policies and procedures to prevent data loss, we do not make any guarantees that there will be no loss of Customer Data.  In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Resident to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Resident in

accordance with its archiving procedure. Resident shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

6.3     Resident may, during the Subscription Term, use Customer Data internally to provide and improve the Services, and to perform fraud screening, verify identities, and verify the information contained in accounts across the Resident network. To the extent permitted by applicable law, Customer agrees that Resident may use (including for training, marketing and development purposes), sell, license, distribute and disclose Aggregated Data.

7.      **Data protection**

7.1     Resident shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Protected Data. Resident's Privacy Policy is available at https://www.resident.uk/com/privacy or such other website address as may be notified to the Customer from time to time.

7.2     Both parties shall comply with all applicable requirements of the Data Protection Laws and their obligations under the data protection provisions set out in Schedule 1.

8.      **Third party providers**

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. Resident 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.  Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Resident. Resident recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.  Resident does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

9.      **Resident's obligations**

9.1     Resident undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

9.2     The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Resident's instructions, or modification or alteration of the Services by any party other than Resident or Resident's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Resident will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1.  Notwithstanding the foregoing, Resident:

9.2.1     does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

9.2.2     is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.3     This Agreement shall not prevent Resident from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

## 10.     Customer's obligations

10.1    The Customer shall:

10.1.1    provide Resident with all necessary co-operation in relation to this Agreement; and all necessary access to such information as may be required by Resident; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

10.1.2    comply with all applicable laws and regulations with respect to its activities under this Agreement;

10.1.3    carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Resident may adjust any agreed timetable or delivery schedule as reasonably necessary;

10.1.4    ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

10.1.5    be responsible for setting and monitoring the system configurations (e.g. permissions to view, edit, etc.) of the Authorised Users and shall remain liable for their compliance with these;

10.1.6    obtain and shall maintain all necessary licences, consents, and permissions necessary in relation to the Customer Data or other information that Customer is responsible for under this Agreement in order for Resident, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

10.1.7    ensure that its network and systems comply with the relevant specifications provided by Resident from time to time; and

10.1.8    be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Resident's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## 11.     Charges and payment

11.1    The Customer shall pay the Subscription Fees to Resident for the Unit Subscriptions and any support fees in accordance with this clause 11 and Schedule 2.

11.2    Upon subscribing to use the Services the Customer shall (a) provide to Resident valid, up-to-date and complete credit card/debit card details, or (b) make a BACS payment to Resident, or (c) provide to Resident purchase order information acceptable to Resident and any other relevant valid, up-to-date and complete contact and billing details. If the Customer provides:

11.2.1    its credit card or debit card details to Resident, the Customer hereby authorises Resident to bill such credit card: (i) for the Initial Subscription Term, on the Effective Date; and (ii) for any subsequent Renewal Period (subject to clause 16.1) on each anniversary of the Effective Date;

11.2.2 its approved purchase order information to Resident, Resident shall invoice the Customer: (i) for the Initial Subscription Term, promptly after receipt of such purchase order information; and (ii) subject to clause 16.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period.

11.3 Resident shall not be obliged to provide or to continue to provide any element of the Services unless it has received the applicable Subscription Fees in full cleared funds and without prejudice to any other rights and remedies of Resident:

11.3.1 Resident may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Resident shall be under no obligation to provide any or all of the Services while the outstanding fees remain unpaid; and

11.3.2 interest shall accrue on a daily basis on such due amounts at the annual rate equal to 8% for businesses (see Late Payment of Commercial Debts (Interest) Act 1998), or 3% for consumers, over the then current base lending rate of the Bank of England, commencing on the due date and continuing until fully paid, whether before or after judgment.

11.3.3 Resident may charge business Customers compensatory fees for late payments to the extent permitted under the Late Payment of Commercial Debts (Interest) Act 1998.

11.4 Customer may request to pay the Subscription Fees on a 12-month payment plan. If Resident agrees to such request, and if Resident has not received the correct instalment payment when due, then without prejudice Resident's rights under clause 11.3 and clause 14.3, Resident shall be entitled to charge, and Customer shall be obliged to pay, an administration fee of £20 plus VAT against which Resident will raise and send an invoice to the Customer. In the event that Customer remains in default no less than five days after being notified in writing by Customer or its designee, then the remainder of the Subscription Fee (all remaining instalments) shall become immediately payable by Customer along with any administration cost incurred by Resident as of that date.

11.5 All amounts and fees stated or referred to in this Agreement shall be payable in pounds sterling; are, subject to clause 15.3.2, non-cancellable and non-refundable; and are exclusive of value added tax, which shall be added to Resident's invoice(s) at the appropriate rate.

11.6 Resident shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional Unit Subscriptions purchased pursuant to clause 4.2, and/or the support fees payable pursuant to clause 4.3 at the start of each Renewal Period upon 90 days' prior notice to the Customer and Schedule 2 shall be deemed to have been amended accordingly. If Customer does not agree to such increased fees the parties may terminate this Agreement pursuant to clause 16.1.

12. **Proprietary rights**

12.1 The Customer acknowledges and agrees that Resident and/or its licensors own all intellectual property rights in the Software, Services and the Documentation, including all derivatives or improvements thereof, whether created before or after the Effective Date. Any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any Authorised Users relating to the Software, Services and/or Documentation shall be owned exclusively by Resident, and you hereby make all assignments necessary to accomplish the foregoing. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or the Documentation.

12.2 Resident confirms that it has all the rights in relation to the Software, Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms and conditions of this Agreement.

13. **Confidentiality**

13.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that: is or becomes publicly known 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; is independently developed by the receiving party, which independent development can be shown by written evidence; or

13.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms and conditions of this Agreement.

13.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

13.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

13.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Resident's Confidential Information.

13.7 Resident acknowledges that the Customer Data is the Confidential Information of the Customer.

13.8 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. Notwithstanding the foregoing, you agree that Resident may identify you as a recipient of Services and use your logo in sales presentations and marketing materials.

13.9 The above provisions of this clause 13 shall survive termination of this Agreement, however arising.

14. **Indemnity**

14.1 The Customer shall defend, indemnify and hold harmless Resident against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that: the Customer is given prompt notice of any such claim; Resident provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and the Customer is given sole authority to defend or settle the claim.

14.2 Resident shall defend the Customer, its officers, directors and employees against any claim that the Services infringes any United Kingdom patent effective as of the Effective Date, and subject to clause 15.3.2 shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: Resident is given prompt notice of any such claim; the Customer provides reasonable co-operation to Resident in the defence and settlement of such claim, at Resident's expense; and Resident is given sole authority to defend or settle the claim.

14.3 The Customer shall indemnify Resident against Resident's reasonable costs and expenses (including court costs and reasonable legal fees) arising out of or in connection with Resident's recovery of any of Customer's default payments under this Agreement, including payments due under clause 11.4.

14.4 In the defence or settlement of any claim, Resident may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer other than a pro-rata refund of the Subscription Fees equal to the proportion of time remaining in the then-current Subscription Term.

14.5 In no event shall Resident, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: a modification of the Services or Documentation by anyone other than Resident; or the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Resident; or the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Resident or any appropriate authority.

14.6 The foregoing and clause 15.3.2 state the Customer's sole and exclusive rights and remedies, and Resident's (including Resident's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## 15. **Limitation of liability**

15.1 Except as expressly and specifically provided in this Agreement:

15.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use, and the Customer acknowledges that any contract or agreement templates provided as part of the Service are for guidance only and shall not be deemed to constitute legal advice or relied on as such. Resident shall have no liability for any damage caused by errors or omissions in any information (including contract or agreement templates), instructions or scripts provided to Resident by the Customer in connection with the Services, or any actions taken by Resident at the Customer's direction; and

15.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

15.2 Nothing in this Agreement excludes the liability of Resident for death or personal injury caused by Resident's negligence, or for fraud or fraudulent misrepresentation.

15.3 Subject to clause 15.1 and clause 15.2:

15.3.1 Resident shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

15.3.2 Resident's total aggregate liability in contract (including in respect of the indemnity at clause 14.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for the Unit Subscriptions during the 12 months immediately preceding the date on which the claim arose.

16. **Term and termination**

16.1 This Agreement shall commence on the Effective Date and shall, unless otherwise terminated as provided in this clause 16, continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

16.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

16.1.2 otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

16.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

16.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

16.2.2 the other party commits a material breach of any other 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;

16.2.3 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

16.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;

16.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

16.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party; or

16.2.7 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.3 On termination of this Agreement for any reason:

16.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Software, Services and/or the Documentation;

16.3.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

16.3.3 Resident may destroy or otherwise dispose of any of the Customer Data in its possession unless Resident receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Resident shall use reasonable commercial endeavours to

deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Resident in returning or disposing of Customer Data; and

16.3.4  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.

17.  **Force majeure.** Resident shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Resident or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

18.  **Conflict.** If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail, except with respect to Schedule 3 (TrueLayer Terms of Service) which shall prevail in the event of a conflict.

19.  **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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

21.  **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.

22.  **Severance.** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23.  **Entire agreement.** This Agreement, including its Schedules and the Support Services Policy, 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.

23.1  Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

24.  **Assignment.** The Customer shall not, without the prior written consent of Resident, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Resident may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

25.  **No partnership or agency.** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither

party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26.     **Third party rights.** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27.     **Notices.** If you wish to contact us in writing, or if any condition in the Agreement requires you to give us notice in writing, then you can send this to us by e-mail at hello@resident.uk.com or by pre-paid post to the address set out in the first paragraph of this Agreement. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provided to us during registration or in any purchase order. Any notice given by you to us, or by us to you, will be deemed received 24 hours after an email is sent (so long as the email transmission was successful) and a notice sent by pre-paid registered post or courier will be deemed to have been received at the time of delivery.

28.     **Governing law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

29.     **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the Effective Date.

**SCHEDULE 1    DATA PROTECTION**

**Part 1    Operative provisions**

1.    Definitions

1.1    In this Schedule:

| | |
|---|---|
| **Controller** | has the meaning given in applicable Data Protection Laws from time to time; |
| **Data Protection Laws** | means, as binding on either party or the Services: |

|  |  |  |
|---|---|---|
| | (a) | the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the GDPR; |
| | (b) | any laws which implement any such laws; and |
| | (c) | any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; |

| | |
|---|---|
| **Data Subject** | has the meaning given in applicable Data Protection Laws from time to time; |
| **GDPR** | means the General Data Protection Regulation (EU) 2016/679; |
| **International Organisation** | has the meaning in the GDPR; |
| **Personal Data** | has the meaning given in applicable Data Protection Laws from time to time; |
| **Personal Data Breach** | has the meaning given in the GDPR; |
| **processing** | has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed**, **processing**, and **processes** shall be construed accordingly); |
| **Processor** | has the meaning given in applicable Data Protection Laws from time to time; and |
| **Protected Data** | means Personal Data received from or on behalf of the Customer or its Authorised Users in connection with the performance of Resident's obligations under this Agreement. |

2.    Customer's compliance with data protection laws

The parties agree that the Customer is a Controller and that Resident is a Processor for the purposes of any processing of Protected Data by Resident pursuant to this Agreement. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Resident in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws. Without prejudice to the generality of the foregoing, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Protected Data to Resident for the duration and purposes of this Agreement. Customer shall have sole responsibility for the accuracy, quality and legality of the Protected Data and the means by which Customer acquired such Protected Data.

3.      Resident's compliance with data protection laws

Resident shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

4.      Indemnity

The Customer shall indemnify and keep indemnified Resident against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this Schedule.

5.      Instructions

5.1     Resident shall only process (and shall ensure Resident personnel only process) the Protected Data in accordance with this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

5.2     If Resident believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

6.      Security

Taking into account the state of technical development and the nature of processing, Resident shall implement and maintain the technical and organisational measures set out in Section 2 of Part 2 of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7.      Sub-processing and personnel.

7.1     Resident shall not permit any processing of Protected Data by any agent, subcontractor or other third party (except its own employees, workers, agents or consultants in the course of their employment or engagement by Resident who are subject to an obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer, and subject to the requirements of Article 28 of the GDPR and other applicable Data Protection Laws.

8.      Assistance

8.1     Resident shall (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Resident.

8.2     Resident shall (at the Customer's cost) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

9.      International transfers

Resident shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Economic Area or to any International Organisation without the prior written consent of the Customer.

10. Audits and processing

Resident shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Resident's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 10.

11. Breach

Resident shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

12. Deletion/return

On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, Resident shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Resident to store such Protected Data.

**Part 2      Data processing and security details**

1. **Section 1—Data processing details**

Any processing of the Protected Data by Resident under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of Schedule 1 Part 2.

2. **Subject-matter of processing:**

Customer Data inputted in the Software by Customer or its Authorised Users, or by Resident on instructions of Customer or its Authorised Users, to be accessed by Customer and its Authorised Users on a remote software as a service basis.

3. **Duration of the processing:**

The duration of the Subscription Term.

4. **Nature and purpose of the processing:**

The transmission and/or storage of Customer Data for Resident's performance of its obligations under this Agreement and the provision of Services from Resident to Customer and its Authorised Users.

5. **Type of Personal Data:**

Customer's and its Authorised Users' (including Leaseholders) names, postal addresses, telephone numbers, email addresses, user names and passwords and any other Personal Data agreed between Resident and Customer.

6. **Categories of Data Subjects:**

Customer, their Authorised Users' and residents/tenants/owners of the properties being managed by Customer.

2.      **Section 2—Minimum technical and organisational security measures**

Resident shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, Resident shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of the GDPR.

**SCHEDULE 2          FEES**

1.          **Subscription Fees**

The Subscription Fees are based on the number of property Units managed by the Customer and as of the date of this Agreement, and for the Initial Subscription Term.  The Subscription Fees per block of Units can be seen on our website at www.resident.uk.com.

2.          **Additional Unit Subscription Fees**

Additional blocks of Unit Subscriptions may be purchased by the Customer in accordance with clause 4 of the Agreement at the rates set out above in paragraph 1 during the Initial Subscription Term, and thereafter at the rates applicable to each subsequent Renewal Period as described in clause 11.6 of this Agreement.

3.          **Support Fees**

3.1          The provision of Support Services and any Out-of-Scope Services is subject to the terms of the Support Services Policy.

3.2          The provision of Support Services (as defined in the Support Services Policy) is included as part of Customer's subscription for the Software.

3.3          The provision of Out-of-Scope Services is at Resident's sole discretion. If provided, any Out-of-Scope Services shall be charged at the following rates:

3.3.1          Blocks of five (5) hours charged at £100/hour (£500/block) plus VAT (as of May 2017). Resident reserves the right to change the rate per hour for these blocks of hours, and any additional blocks of hours purchased under paragraph 3.3.3, provided that any increase in the hourly cost will be restricted to the Retail Price Index per annum, pro rata since the rate was previously changed.

3.3.2          Customer shall specify how many blocks of 5-hour support time it requires, and Resident shall invoice Customer in advance. Resident is not obliged to provide Out-of-Scope Services until it has received payment.

3.3.3          Resident shall record, on a monthly basis, the amount of time used by Customer for Out-of-Scope Services. When the total number of 5-hour block(s) of time purchased by Customer have been used, Resident will ask Customer whether it desires to purchase additional 5-hour blocks of time and Resident shall invoice the Customer accordingly.

3.3.4          Out-of-Scope help desk requests described in the Support Services Policy are charged based on the time required to resolve the query, in blocks of fifteen (15) minutes. A minimum of 15 minutes will be charged for each help desk request.

**SCHEDULE 3      AWARENESS RE TRUELAYER TERMS OF USE FOR END USERS**

*Your use of automated bank account feeds enabled by the TrueLayer data gathering service used in Resident's Services is subject to the following terms. Please read these terms in conjunction with the terms and conditions from your own internet banking services.*

We use a tool provided by TrueLayer Limited (www.truelayer.com) ("**TrueLayer**") that allows you to send information on your payment accounts to us and other service providers.

In order to use our services, you will be asked to open an account with TrueLayer and agree to their Terms of Service. The Terms of Service set out the terms on which you agree to TrueLayer accessing information on your payment accounts for the purposes of transmitting that information to us. Data TrueLayer could collect includes but is not limited to:

- Personal Information

- Account Balance Information

- Bank Account Information

- Transaction data

TrueLayer is subject to UK and EU data protection laws and is required to treat your data in accordance with those laws, as well as the Terms of Service and TrueLayer's Privacy Policy

Schedule 3 AWARENESS RE TERMS OF USE FOR LEASEHOLDER PORTAL

We use an on-line tool provided by Resident Property Software Limited (www.resident.uk.com/) ("RPSL") that allows you to input and send information about your unit to us (e.g. maintenance requests) in order for us to better manage your unit. In order to use this service, you will be asked to open an account with RPSL and agree to their Terms of Service. The Terms of Service set out the terms on which you agree to RPSL accessing information that you input into your account for the purposes of transmitting that information to us. Data RPSL could collect includes but is not limited to your name, address, telephone numbers and other personal data that is linked to your account.

RPSL is subject to UK and EU data protection laws and is required to treat your data in accordance with those laws, as well as the Terms of Service and RPSL's privacy policy: https://www.resident.uk.com/privacy."