VECO PLUS - Terms and Conditions

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 15 (LIMITATION OF LIABILITY).

About Us

VECO is a trading style of **EUROLINK TECHNOLOGY LIMITED** (company number 02513701) is a company incorporated and registered in England and Wales with company number 02513701) whose registered office is at 6 Blenheim Court, Brook Way, Leatherhead, Surrey KT22 7NA (**Veco**).

Background

(A)   Veco has developed the software applications and platforms known as Veco Plus which it makes available to subscribers via the internet on a subscription basis, being an end to end estate and lettings agency software platform which includes lead management, CRM, advertising, marketing, applications in connection with the rental or purchase of property, property management and client accounting.

(B)   This Agreement applies to the supply of the Services (defined below) by Us to You (the **Customer**). They apply to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

Agreed Terms

1.   Interpretation

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

Active Property: Is a Lettings Property with a Purchase Ledger Invoice (PLI) against the property record over the previous 12 months.

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

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

Business Purpose: estate and lettings agency services comprising lead management, CRM, advertising, marketing, property rental, sales or purchase services, property management and client accounting.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.1.

Controller: has the meaning given in the Data Protection Legislation.

CRM: client relationship management.

Customer Data: the data inputted by the Customer, Authorised Users, Designated External Users or Veco on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Personal Data: any personal data (including but not limited to personal data input by the Customer, Authorised users or Designated External Users) which Veco processes in connection with the Services under this Agreement, in the capacity of a processor on behalf of the Customer.

Data Protection Legislation: means UK GDPR as defined in the Data Protection Act 2018 and any other applicable legislation relating to Personal Data in the UK from time to time.

Designated External Users: means the persons invited by Authorised Users to access the Software and Training Materials in accordance with this Agreement.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Effective Date: the date on which the contract between You and Veco comes into effect in accordance with clause 2.

Force Majeure Event: has the meaning given in clause 17.1.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, Industry schemes and sanctions, which are applicable to either the Customer, an Authorised User or Designated External User relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

IA 1986: means the Insolvency Act 1986.

Initial Subscription Term: the initial term of this Agreement being 24 months from the Effective Date.

Mandatory Policies: Veco's business policies listed in Schedule 2, as amended by notification to the Customer from time to time.

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

Permitted Purpose: has the meaning given in clause 13.3.1.

Personal Data: has the meaning given in the Data Protection Legislation.

Processor: has the meaning given in the Data Protection Legislation.

Project Timetable: the timetable for the onboarding of the Customer as set out in Schedule 1, as may be amended by agreement between the parties.

Renewal Period: the period described in clause 16.1.

Representatives: means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

Services: the subscription services relating to the Software provided by Veco to the Customer under this Agreement via www.veco.plus or any other website notified to the Customer by Veco from time to time.

Service Package: the service package selected by the Customer and set out in Schedule 1.

Setup Fee: the fee for setting up the Services as set out in Schedule 1 and payable in accordance with clause 2.2 and clause 11.

Software: Veco Plus, Automate Plus and such other online software applications provided by Veco as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to Veco, as set out in Schedule 1 (as amended from time to time under this Agreement).

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

Support Services Policy: Veco's policy for providing support in relation to the Services as made available to the Customer from time to time.

Training Resources: the documents, tooltips, videos and other resources made available to the Customer by Veco from time to time via implementation, at training days and/or online at such web address notified by Veco to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

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.

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

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.7 A reference to **writing** or **written** excludes fax but not email.

1.8 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.

1.9 In this Agreement, references to "You / Your / Yours / Customer" shall refer to the Customer and references to "Veco / Us / We / Ours" shall refer to Veco.

2. Acceptance of the Customer's subscription

2.1 The Customer shall subscribe for the Services by signing and accepting these terms and returning a signed copy to Veco which shall constitute an offer by the Customer to purchase the Services subject to this Agreement.

2.2   Veco agrees to provide the Services to the Customer from the date notified to the Customer by email accepting the request for subscription and agreement of the Project Timetable. Subject to the Customer paying the Setup Fee the contract shall come into existence on such date on the terms set out in this Agreement (**Effective Date**).

2.3   Veco shall use commercially reasonable endeavours to meet any dates set out in the Project Timetable but any such dates shall be estimates only and time for performance by Veco shall not be of the essence in this Agreement.

3.   Authorised Users and Designated External Users

3.1   Subject to the Customer purchasing the Services in accordance with clause 2 and clause 11.1, the restrictions set out in this clause 3 and the other terms and conditions of this Agreement, Veco hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences (except as provided herein), to use and permit the Authorised Users and Designated External Users to use the Services and the Training Resources during the Subscription Term solely for the Customer's business operations.

3.2   The Customer undertakes that:

3.2.1   the maximum number of Authorised Users and Designated External Users that it authorises to access and use the Services and the Training Resources shall not exceed 999 or any other limit notified by Veco from time to time;

3.2.2   it shall procure that each Authorised User and Designated External User shall keep a secure password for their use of the Services and Training Resources and that each Authorised User and Designated External User shall keep their password confidential; and

3.2.3   if it is determined that any password has been provided to any individual who is not an Authorised User or Designated External User, then without prejudice to Veco's other rights, Veco may disable such

passwords and Veco shall not issue any new passwords to any such individual.

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

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

3.3.2   facilitates illegal activity;

3.3.3   depicts sexually explicit images;

3.3.4   promotes unlawful violence;

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

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

and Veco 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.

3.4   The Customer shall not:

3.4.1   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:

(a)   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 Training Resources (as applicable) in any form or media or by any means; or

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

3.4.2   access all or any part of the Services and Training Resources in order to build a product or service which competes with the Services and/or the Training Resources; or

3.4.3   subject to clause 24.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Training Resources available to any third party except the Authorised Users, or

3.4.4   attempt to obtain, or assist third parties in obtaining, access to the Services and/or Training Resources, other than as provided under this clause 3; or

3.4.5   introduce or permit the introduction of, any Virus or Vulnerability into Veco's network and information systems.

3.5   The Customer shall only use the Services and/or Training Resources to provide Business Services to third parties and not for any other purpose.

3.6   Designated External Users may only access the Software for so long as permission is granted by the Customer or Authorised Users and shall be subject to the same restrictions as the Customer and Authorised Users.

3.7   The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Training Resources and, in the event of any such unauthorised access or use, promptly notify Veco.

3.8   The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4.   Services

4.1   Veco shall, during the Subscription Term, provide the Services agreed in Schedule 1 and make available the Training Resources to the Customer on and subject to the terms of this Agreement.

4.2   Veco shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

    4.2.1   planned maintenance carried out during the maintenance window of 10.00 pm to 5.00 am UK time or notified in advance to the Customer; and

    4.2.2   unscheduled maintenance performed outside Normal Business Hours, provided that Veco has used reasonable endeavours to give the Customer notice in advance;

    4.2.3   any planned or unplanned downtime or maintenance affecting the underlying cloud system providers of the Software.

4.3   The Customer acknowledges that Veco's obligations pursuant to this Agreement are owed to the Customer only and save as otherwise expressly provided in this Agreement, Veco shall have no obligations or liability to any of the Customer's Authorised Users or Designated External Users.

4.4   The Customer acknowledges that Veco shall have no liability or be in breach of any agreed services levels where such downtime is due to the following:

    4.4.1   any circumstance set out in clause 4.2;

    4.4.2   a Force Majeure Event;

    4.4.3   misuse of the Software by the Customer, Authorised Users or Designated External Users;

    4.4.4   failure of internet connectivity;

    4.4.5   the failure of the Customer, any Authorised User or Designated External User to meet any minimum hardware or software requirements communicated by Veco from time to time or any defect in the systems of the Customer, Authorised Users or Designated External Users; or

4.4.6   any actions, inactions or omissions (including but not limited to technical failures) of a third-party provider outside of Veco's reasonable control.

4.5   Veco will, as part of the Services and in consideration of the Subscription Fees set out in Schedule 1, provide the Customer with Veco's standard customer support services during Normal Business Hours in accordance with Veco's Support Services Policy in effect at the time that the Services are provided. Veco may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Veco's then current rates.

5.   Templates

5.1   In connection with the Services, Veco may from time to time provide documents or other templates which can be utilised by the Customer in connection with the Services. The Customer acknowledges that any documents and templates are provided for reference only and the Customer is responsible for adapting any such documents or templates to their individual needs.

5.2   Veco does not warrant that any such documents or templates will be complete, accurate, functional or will otherwise meet the requirements of the Customer in any respect.

6.   Data protection

6.1   Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

6.2   The parties acknowledge that for the purposes of the Data Protection Legislation:

6.2.1   where Veco processes any Personal Data on the Customer's behalf when providing the Services, the Customer is the Controller and Veco is the Processor.

6.2.2   the Personal Data may be transferred or stored outside the UK as required for the Services and other obligations under this Agreement and in accordance with Data Protection Legislation.

6.3   Without prejudice to the generality of clause 6.2, the Customer will ensure that it has all necessary and appropriate consents and notices in place (including those consents and notices required from Authorised Users and Designated External Users) to enable the lawful transfer of Personal Data to Veco for the duration and purposes of this Agreement so that Veco may lawfully use, process and transfer the Personal Data in accordance with and to the extent required under this Agreement to provide the Services. Schedule 3 sets out the scope, nature and purpose of processing by Veco, the duration of the processing, the types of Personal Data and categories of data subject.

6.4   Without prejudice to the generality of clause 6.1, Veco shall, in relation to any Personal Data processed in connection with the performance by Veco of its obligations under this Agreement:

6.4.1   process that Personal Data only in accordance with the terms and purpose of this Agreement, or on the written instructions of the Customer, unless Veco is required by the Data Protection Legislation to otherwise process Personal Data. Where Veco is relying on the Data Protection Legislation as the basis for processing Personal Data, it shall promptly notify the Customer of this before performing the processing, unless prohibited by Data Protection Legislation;

6.4.2   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);

6.4.3   ensure that personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

6.4.4   assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Veco), at the Customer's cost and written request, in responding to any request from a data subject (including any request made directly to Veco by an Authorised User or Designated External User) and in ensuring the Customer's compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators (provided that nothing in this clause shall prejudice the Customer's ultimate responsibility to comply with subject access requests as Data Controller);

6.4.5   notify the Customer without undue delay on becoming aware of a personal data breach involving Customer Personal Data.

6.4.6   at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of this Agreement unless Veco is required by Data Protection Laws to continue to store or process the Customer Personal Data,

6.5   The Customer hereby provides its prior, general authorisation for Veco to:

6.5.1   appoint processors to process the Customer Personal Data, provided that Veco:

(a)   shall ensure that the terms on which it appoints such processors comply with Data Protection Legislation and are consistent with the obligations imposed on Veco in this clause 6;

(b) shall remain responsible for the acts and omissions of any such processors as if they were the acts of Veco; and

(c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Veco's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer shall indemnify Veco for any losses, damages, costs (including legal fees) and expenses suffered by the Veco in accommodating the objection;

6.5.2 transfer Customer Personal Data outside of the UK as required for the Services under this Agreement, provided that Veco shall ensure that all such transfers are effected in accordance with Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of Veco, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

6.6 Either party may, at any time on not less than 30 days' notice, revise this clause 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme.

7. Third party providers

7.1 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. Veco 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 Veco. Veco 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. Veco does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7.2   Veco may engage third parties to provide technical or other services relating to all or part of the Services or Software and the Customer agrees that such third-party involvement, including any software provided by third parties is acceptable. Veco expressly disclaims any warranties regarding such third-party software.

8.   Veco's obligations

8.1   Veco undertakes that the Services will be performed substantially in accordance with the Training Resources and with reasonable skill and care.

8.2   The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Veco's instructions, or modification or alteration of the Services by any party other than Veco or Veco's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Veco 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 8.1.

8.3   Veco:

8.3.1   does not warrant that:

(a)   the Customer's use of the Services will be uninterrupted, secure or error-free; or

(b)   data stored within the Software will safe, error free and/or free from corruption; or

(c)   errors in the Software or the Services will be corrected; or

(d)   the Services, Training Resources and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or

(e)   the Software, Training Resources or Services will comply with any Heightened Cybersecurity Requirements.

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

8.4   This Agreement shall not prevent Veco 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.

8.5   Veco warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8.6   Veco shall follow its archiving procedures for Customer Data as set out in its Back-Up and Archiving Policy as made available to the Customer from time to time, as such document may be amended by Veco in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Veco shall be for Veco to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Veco in accordance with the archiving procedure described in its Back-Up Policy. Veco shall not be responsible for any loss, destruction, alteration or disclosure of

Customer Data caused by any third party (except those third parties sub-contracted by Veco to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

9.   Customer's obligations

9.1   The Customer shall:

9.1.1   provide Veco with:

(a)   all necessary co-operation in relation to this Agreement; and

(b)   all necessary access to such information as may be required by Veco;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

9.1.2   without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

9.1.3   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, Veco may adjust any agreed timetable or delivery schedule as reasonably necessary;

9.1.4   ensure and shall procure that the Authorised Users and Designated External Users use the Services and the Training Resources in accordance with the terms and conditions of this Agreement and shall be responsible for any breach of this Agreement by Authorised Users or Designated External Users;

9.1.5   obtain and shall maintain all necessary licences, consents, and permissions necessary for Veco, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

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

9.1.7   be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Veco'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.

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

10.   Services in the UK only

10.1   Veco is unable to perform the Services outside the UK.

10.2   The Customer may access the Services from an address outside the UK, but the Services are provided for performance in the UK.

11.   Charges and payment

11.1   Veco shall raise an invoice in respect of the Setup Fee which shall be payable on or before the Effective Date.

11.2   The Customer shall pay the Subscription Fees to Veco in accordance with this clause 11 and Schedule 1.

11.3   The Customer shall on or before the Effective Date provide Veco with a valid, up-to-date and complete direct debit mandate, acceptable to Veco and any other relevant valid, up-to-date and complete contact and billing details and the Customer hereby authorises Veco to debit such account on the first day of each month during the Initial Term (and/or any Renewal Period) the Subscription Fees.

11.4   If Veco has not received payment within 10 days after the due date, and without prejudice to any other rights and remedies of Veco:

11.4.1   Veco may, without liability to the Customer, disable the Customer's password, account and access (including all access for the Customer's Authorised Users and Designated External Users) to all or part of the Services and Veco shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

11.4.2   interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current Bank of England base rate, commencing on the due date and continuing until fully paid, whether before or after judgment.

11.5   All amounts and fees stated or referred to in this Agreement:

11.5.1   shall be payable in pounds sterling;

11.5.2   are, subject to clause 15.3.2 and 17.3, non-cancellable and non-refundable;

11.5.3   are exclusive of value added tax, which shall be added to the Veco's invoice(s) at the appropriate rate.

11.6   If, at any time whilst using the Services, the Customer exceeds the amount of disk storage space specified in Schedule 1 (Initial Storage Limit), Veco shall charge the Customer, and the Customer shall pay, Veco's then current excess data storage fees. Veco's excess data storage fees current as at the Effective Date are set out in Schedule 1.

11.7   The Customer may, by not less than 90 days' notice in writing to Veco, amend the Service Package, add or remove any additional products and/or services provided by Veco to the Services, and Veco shall be entitled to amend the Subscription Fees charged to the Customer in respect of such amended Service Package or additional Services (in each case in accordance with their current rates).

11.8   Veco reserves the right to increase the charges on an annual basis with effect from the beginning of each Renewal Period in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on each Renewal Period and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

11.9   Veco shall be entitled to review the Subscription Fees and Services to be provided under this Agreement on a quarterly basis in each calendar year and may, by notice in writing to the Customer, vary the Subscription Charges in accordance with Veco's then current rates and Schedule 1 shall be deemed to have been amended accordingly.

11.10   Charges in respect of additional products and/or services provided by Veco to the Customer from time to time shall, to the extent not included within Schedule 1, be as advised by Veco to the Customer and reviewed at the start of each Renewal Period thereafter.

12.   Proprietary rights

12.1   The Customer acknowledges and agrees that Veco and/or its licensors own all intellectual property rights in the Services and the Training Resources. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Training Resources.

12.2   In connection with the Services Veco may host subdomains which may be accessed by the Customer, Authorised Users or Designated External Users. The Customer acknowledges and agrees that any subdomains utilised in connection with the Services remain the property of Veco and the Customer has no ownership over, or right to assign, sublet or otherwise transfer any such subdomain.

12.3 Veco confirms that it has all the rights in relation to the Services and the Training Resources that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

12.4 The Customer hereby grants Veco a non-exclusive licence to use the Customer's logo and name on Veco's websites and general marketing materials for the duration of this Agreement and for a period of 1 month after the expiry or termination of this Agreement.

13. Confidentiality and compliance with policies

13.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this Agreement in connection with the Services, including but not limited to:

13.1.1 any information that would be regarded as confidential by a reasonable business person relating to:

(a) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and

(b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

13.1.2 any information developed by the parties in the course of carrying out this Agreement and the parties agree that:

(a) details of the Services, and the results of any performance tests of the Services, shall constitute Veco Confidential Information; and

(b) Customer Data shall constitute Customer Confidential Information.

13.2 The provisions of this clause shall not apply to any Confidential Information that:

13.2.1   is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

13.2.2   was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

13.2.3   was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

13.2.4   the parties agree in writing is not confidential or may be disclosed.

13.3   Each party shall keep the other party's Confidential Information secret and confidential and shall not:

13.3.1   use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (**Permitted Purpose**); or

13.3.2   disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 13.

13.4   A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

13.4.1   it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

13.4.2   at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

13.5   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 13.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

13.6   A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

13.7   Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.

13.8   On termination of this Agreement, each party shall:

13.8.1   destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

13.8.2   erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable);

provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 16 (Term and Termination).

13.9   Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

13.10 The above provisions of this clause 13 shall continue to apply after termination of this Agreement.

13.11 In performing its obligations under this Agreement the Customer shall comply with the Mandatory Policies.

14. Indemnity

14.1 The Customer shall defend, indemnify and hold harmless Veco 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 Training Resources, provided that:

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

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

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

14.2 Veco shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Training Resources in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

14.2.1 Veco is given prompt notice of any such claim;

14.2.2 the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Veco in the defence and settlement of such claim, at Veco's expense; and

14.2.3 Veco is given sole authority to defend or settle the claim.

14.3   In the defence or settlement of any claim, Veco 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.

14.4   In no event shall Veco, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

14.4.1   a modification of the Services or Training Resources by anyone other than Veco; or

14.4.2   the Customer's use of the Services or Training Resources in a manner contrary to the instructions given to the Customer by Veco; or

14.4.3   the Customer's use of the Services or Training Resources after notice of the alleged or actual infringement from Veco or any appropriate authority.

14.5   The foregoing and clause 15.3.2 states the Customer's sole and exclusive rights and remedies, and Veco's (including Veco'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 – THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE**

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 Training Resources by the Customer, and for conclusions drawn from such use. Veco shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Veco by the Customer in connection with the Services, or any actions taken by Veco at the Customer's direction;

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; and

15.1.3   the Services and the Training Resources are provided to the Customer on an "as is" basis.

15.2   Nothing in this Agreement excludes the liability of Veco:

15.2.1   for death or personal injury caused by the Veco's negligence; or

15.2.2   for fraud or fraudulent misrepresentation.

15.3   Subject to clause 15.1 and clause 15.2:

15.3.1   Veco 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, wasted expenditure, 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   Veco'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 following;

(a)   Professional Indemnity Insurance: £5,000,000; and

(b)   Cyber Insurance: £1,000,000,

being the insurance cover Veco has obtained in respect of its own legal liability for claims. The Customer is responsible for making its own arrangements for the insurance of any excess losses above these limits.

15.4   Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Veco's intellectual property rights.

16.   Term and termination

16.1   This Agreement shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall 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 12 months before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the Initial Subscription Term or any applicable 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 and (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;

16.2.3   the other party:

(a)   (being a company) 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 IA 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)€ or 123(2) of the IA 1986; or

(b)   (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986; or

(c)   (being a partnership) has any partner to whom any of the foregoing apply;

16.2.4   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors 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;

16.2.5   the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;

16.2.6   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;

16.2.7   an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

16.2.8   the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

16.2.9   a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

16.2.10   a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

16.2.11   any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2.3 to clause 16.2.10(inclusive);

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

16.2.13   the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

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 Services and/or the Training Resources (and all copies of them);

16.3.2   Veco may destroy or otherwise dispose of any of the Customer Data in its possession unless Veco receives, no later than ten days after the effective date of the termination of this Agreement a written request from the Customer to retain the Customer Data. Upon receipt of a request, Veco shall liaise with the Customer and use reasonable commercial endeavours to deliver a back-up to the Customer within

30 days, 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 Veco in returning or disposing of Customer Data; and

16.3.3   any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17.   Force majeure

17.1   Veco will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by or results from any act, event or circumstances beyond its reasonable control (**Force Majeure Event**).

17.2   If Force Majeure Event occurs that affects Veco's performance of the Services under this Agreement:

17.2.1   it will contact the Customer as soon as reasonably practicable to notify the Customer of the circumstances of the Force Majeure Event and the estimated timescale for remedy; and

17.2.2   Veco's obligations under this Agreement will be suspended and the time for performance of Veco's obligations will be extended for the duration of the Force Majeure Event.

17.3   Either party may terminate this Agreement if the Force Majeure Event persists for 60 days by notice in writing to the other party. In the event of any such termination the Customer shall be refunded, less the Charges reasonably and actually incurred by Veco in performing the Services up to the date of occurrence of the Force Majeure Event.

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.

19. **Variation**

19.1   Unless expressly provided otherwise in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.2   Veco may vary this Agreement from time to time on giving the Customer at least 30 days' notice in writing provided that any variation required by applicable law will be effective immediately. If the amendments have a material impact on the nature and scope of the Services, the Customer may within 10 days of being notified of the variation by Veco, serve notice in writing to object to the change in which case Veco shall be entitled to terminate the Agreement. If the Customer does not serve notice in accordance with this clause 19.2 or continues to use the services after the 10-day period this will constitute the Customer's acceptance of the variation.

20. **Waiver**

20.1   A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.2   A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it 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

22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

22.2 If any provision or part-provision of this Agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Entire agreement

23.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

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

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

23.4 Nothing in this clause shall limit or exclude any liability for fraud.

24. Assignment

24.1 The Customer shall not, without the prior written consent of Veco, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

24.2   Veco may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and 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

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

26.2   The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

27.   Notices

27.1   Any notice given to a party under or in connection with this Agreement shall be in writing, including email.

27.2   Any notice shall be deemed to have been received:

27.2.1   if delivered by hand, at the time the notice is left at the proper address;

27.2.2   if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

27.2.3   if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

27.3   The addresses for service are:

27.3.1   Veco:

Address: its registered office

Email: contact@veco.software

27.3.2   Customer:

Address: its registered office (if a company) or its principle place of business (in any other case);

Email: as notified by the Customer to Veco from time to time.

27.4   This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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 interpreted 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 date stated at the beginning of it.

Schedule 1 - Subscription Fees and Services

1.   Service Package

[X]

2.   Setup Fee

2.1   [X]

3.   Subscription Fees

The Subscription Fees shall amount to a total of £[X] per month per Active Property.

Number of users: 999

Initial Storage Limit: [X]

4.   Add-Ons:

4.1   The following add-ons may be including in the subscription:

Service	Charges
Text messaging	
Address Validation	
Digital Signatures	
[ANY OTHER ADD-ONS]	

5.   Excess Storage Fees

Veco's excess storage fees current as at the Effective Date are set out below: [INSERT EXCESS STORAGE FEES].

6. Enhanced Support Fees

Veco's standard and enhanced support fees are set out below: [INSERT DETAILS]

7. Project Timetable

Step	Estimated Timetable
Customer Onboarding/Data Migration	[Date] or [X] Days/Weeks]
Introductory Training	
Consultancy Period	

veco⁺

Schedule 2- Mandatory Policies

The Mandatory Policies are:

<u>Veco</u>:

- Privacy Policy: https://veco.software/privacy-policy

- Cookie Policy: https://veco.software/cookie-policy

<u>Third Party</u>

- Royal Mail Ideal Postcodes Terms of Service: https://terms.ideal-postcodes.co.uk/third-party-licences/royal-mail.html

As amended and updated by Veco from time to time.

Schedule 3 – Processing, Personal Data and Data Subjects

1.   Processing by Veco:

1.1   Scope and nature: delivery of the Services

1.2   Purpose of Processing: Business Purpose

1.3   Duration of Processing: Subscription Term

2.   Types of Personal Data:

2.1. Personal Information (name, address, email address, telephone number)

2.2. Financial Information (bank details, card number)

2.3. Online identifiers (device used, IP addresses, cookie identifiers)

3.   Categories of data subject:

3.1. Customers or prospective customers

3.2. Authorised Users

3.3. Designated External Users

The Customer hereby accepts the Services on the terms of this Agreement

Signed for an on behalf of   …………………………………

[Insert Company Name],

acting by its duly

authorised representative

………………………………

Name

…………………………………

Position