

All 'Key-Data Systems' agreements and contracts are subject to the conditions of contract stated on the following pages.

This is not withstanding any other conditions stipulated by the buyer, whether in the buyer's invitation to tender or otherwise.

Software Use and Upgrade Policy

The products 'Key-Data Gold' and 'Key-Data Pathways' are owned by Key-Data Systems Limited and licensed for use to Key-Data clients.

Our customers are requested to send us additional features, reports or letter requests. These requests are logged and analysed, and may be built into our product development schedule where considered appropriate. When a product update is ready for dispatch, we ship the upgrade to our complete user base. In this manner all customers benefit from the new features, client support is simplified as only one version is supported, and we do not have to try to 'sell' the upgrades which in turn leads to an improved support mechanism and working relationship with our customers. All product development is at the discretion of Key-Data Systems.

Where a client has a feature request/alteration that 'Key-Data Systems' consider is too 'agent specific' to be included in general system updates, then the development may be completed at a cost to the client. This will be agreed upon before any work commences.

Upgrade Timescales

The time from request to upgrade is dependent upon the complexity of the requests, the development time necessary, the perceived urgency and our current workload. Over the last 20 years we have been delivering 2-3 major version updates per year to customers.

'Key-Data Systems' : General Terms

1. **SOFTWARE LICENCE AGREEMENT:** The 'Key-Data Gold' and 'Key-Data Pathways' property management systems are licensed for use by Key-Data Systems to their clients. The use of the products confirms both Key-Data Systems' and their client's agreement to be bound by the terms contained within the licence agreement.
2. **CONTRACTS** All contracts with 'Key-Data Systems' relating to the supply of goods and services by 'Key-Data Systems' shall be valid and binding only if made in writing and shall be subject to these conditions and any other conditions imposed by 'Key-Data Systems' in the agreement. A contract shall exist when, and only when, 'Key-Data Systems' despatches its written acceptance of a Client's order. No variation of any contract shall be valid and binding unless the terms thereof have been agreed in writing between 'Key-Data Systems' and the Client. Therefore, where a client-company changes status or sells to another agency, Key-Data Systems should be notified of the change and Key-Data Systems will offer a new agreement and explain the terms of that agreement.
3. **PRICES** Unless 'Key-Data Systems' quotes otherwise all prices are strictly net and are not subject to any discount. The client shall bear all additional costs as specified within the contract terms. Following the completion of the first twelve month agreement period, system and support prices may rise. 'Key-Data Systems' will notify the client of any increase one month before the price rise is applied. **NOTE:** 'Key-Data Systems' do not offer a customer account cost of under £198.00 pcm.
4. **PAYMENT** It is the responsibility of 'Key-Data Systems' clients to ensure that their Key-Data invoices are paid promptly at the time of invoice. 'Key-Data Systems' invoices may be raised annually, monthly or at any other period deemed appropriate. Unless 'Key-Data Systems' states otherwise invoices are due for payment immediately. Where a monthly payment plan is in place payment should be made monthly by standing order. Our invoices are generally raised on the first of the month, with payment due at that time. Where your agency alters their Key-Data service provision, your standing order will require alteration accordingly. Where a payment is not made to us and the client is still under the minimum contract term, 'Key-Data Systems' will take steps to recover the full money due on the term to run. Where payment is not made, 'Key-Data Systems' may withdraw further use of our product without notice. Without prejudice to 'Key-Data Systems' rights

payment by the due date is a condition precedent to the fulfilment of 'Key-Data Systems' further obligations under the contract in respect of which default is made or any other contract subject to these conditions then subsisting between ourselves and the Client.

5. LATE PAYMENT Please note that every communication or reminder for late payments will incur a charge of £60.00. This cost is to cover our administration costs. Additionally, where it has been necessary to suspend service to a client for non-payment a £60.00 re-connection fee will be applied to cover our administration costs.

6. PROTECTION OF THE RIGHTS OF 'Key-Data Systems'

(1) The Client shall not re-hire, sell, mortgage, charge, pledge, part with the possession of, or otherwise deal with our Hardware or Software as provided in General Condition herein and shall protect the same against distress, execution or seizure, and shall indemnify us against all loss, damage, costs, charges, and expenses that may be occasioned by any failure to observe and perform this condition.

(2) If the Client shall make default in punctual payment sums due to us under any contract or shall fail to perform and observe any conditions to which a contract with us is made subject, or if the Client shall suffer any distress or execution to be levied against him/ her or make or propose to make an arrangement with his creditors or being a company shall go into liquidation, except by way of amalgamation or reconstruction or shall do or cause to be done or shall permit or suffer any act or thing whereby our rights may be prejudiced or put into jeopardy any agreement between us and the Client shall forthwith terminate (without notice from us and notwithstanding that we may have waived some previous default or matter of the same or a like nature) and it shall be lawful of us to retake possession of our software/hardware, and for that purpose to enter into or upon any premises where our hardware/software may be and the determination of the contract under this condition shall not affect our right to recover from the Client any monies due to us under the contract or damages for breach thereof.

(3) If the Client fails to make payment on the due date then without prejudice to any other right or remedy available to 'Key-Data Systems', we reserve the right to claim interest from the Client (both before and after any judgement) for the amount on overdue balances at 3% above the minimum lending rate of National Westminster Bank PLC at the present time.

(4) Failure to make payment on any one invoice within the due date will render the entire outstanding balance as immediately due for payment.

(5) Any costs incurred in collecting the amount outstanding, whether by legal procedures, collection agencies or otherwise will be recoverable as part of the debt.

(6) The Client will notify 'Key-Data Systems' in writing of any changes in his/her name, address or other circumstances that may affect the payment of accounts at least 14 days in advance of date of effect.

(7) We shall not be liable for any advice or expression of opinion unless we have confirmed the same in writing.

7. LIABILITY FOR DELAYS Specified delivery date shall not be of the essence of any contract subject to these conditions, and in particular but without prejudice; to the generality of the foregoing 'Key-Data Systems' shall not be liable for any delays in executing contracts due directly or indirectly to:

(1) Act Of God

(2) Natural causes, such as: flood, or tempest or fire

(3) Force majeure)

(4) Any consequence of war, invasion, act of foreign enemy, hostilities (whether war declared or not) civil war, rebellion, insurrection, military or usurped power, or confiscation, requisition, destruction of or damage to property, or under the order of any government or public or local authority

(5) Riots, civil commotion, strikes, lockouts, general or particular stoppage or restraint of labour from whatever cause

(6) Act or omission of the Client or his/her agents

- (7) Delay on part of contractors or tradesmen not employed by us
- (8) Breakdowns
- (9) Accident
- (10) Theft
- (11) The unavailability for reasons beyond our control of such labour and materials as are necessary for the proper and effective performance of our obligations under the contract
- (12) Any cause beyond 'Key-Data Systems' control, then immediately upon the occurrence of any such circumstances, we shall give notice to the Client thereof and a fair and reasonable time for delivery shall be correspondingly agreed.

8. **LIMITATION OF LIABILITY** The Client shall full and completely indemnify 'Key-Data Systems', in respect of all claims by any person whatsoever in respect of injury to or death of any person whatsoever and/or damage to any property real or personal, and /or any loss caused by or in conjunction with, or arising out of the use of the goods whether arising under common law or any statute regulation or bylaw. Whether or not the same be caused by or connected with or arising out of any negligence on the part of 'Key-Data Systems', their agents, or servants. The Client shall further indemnify 'Key-Data Systems' in respect of any claims relating to consequential damages or losses in respect of such claims and all costs and charges connected to any such claims. We warrant that the hardware/software are so designed and constructed as to be safe and fully operational if installed precisely in accordance with our recommendations and design and is suitable for the purpose for which we have received clear and accurate written instructions. It will also be safe and without risk to life or health if installed and in proper use. However, since the conditions of installation are outside our control we disclaim a liability whether in contract or tort, or arising by way of breach of statutory duty for non performance or any loss, injury or damage, howsoever sustained or to whomsoever occurring suffered in connection with the use or possession of parts supplied by use.

9. **PRICE VARIATION** If after the date of any contract for services by 'Key-Data Systems', but before services rendered; the list prices of 'Key-Data Systems' for such services shall rise; the contract price shall be raised accordingly notwithstanding the terms of any quotation the seller may have issued.

10. **PROJECT VARIATION** Any variation, alterations or additions must be submitted in writing and will not be accepted as part of the contract until acknowledgement of acceptance is given by 'Key-Data Systems' in writing. All variations, alterations, additions will be at the Client's expense.

11. **DESIGN SPECIFICATION** 'Key-Data Systems' accepts no responsibility for any drawings, design or specification and the submission of such by either the Client or 'Key-Data Systems' will not constitute any warranty, guarantee, representation, or expert opinion by 'Key-Data Systems' of the practicality of construction or the efficacy, safety or otherwise of the goods supplied by 'Key-Data Systems' in accordance therewith. 'Key-Data Systems' will not be responsible for the cost of any additional work caused by defects in such drawings, design or specification. 'Key-Data Systems' will render charges to the Client to cover such losses.

12. **OVERDUE PAYMENT** Notwithstanding delivery of the property in goods supplied subject to these conditions shall remain in 'Key-Data Systems'. When payment for goods is overdue in whole or in part, 'Key-Data Systems' may enter to (without prejudice to any other right it may have) recover goods and may enter upon the Client's premises by its agents or servants for that purpose. The Client undertakes not to sell or part with the possession and control of the goods on lease from 'Key-Data Systems', nor permit any rights in or over them to be obtained by any other party. The risk in the goods is supplied subject to these conditions.

13. **COPYRIGHT DESIGNS** The rights under letters patent, registered design, copyright or otherwise to any inventions, designs, drawings or information produced or acquired in the performance of this contract shall vest in and shall remain the property of 'Key-Data Systems'.

14. **COMMISSIONING** The cost of all and any commissioning by the Client in accordance with the contractual law will unless otherwise specified in writing by 'Key-Data Systems' are to be met by the

Client. The Client will also be responsible for the cost of any additional commissioning due to amendments, variations, or defects in drawings, designs or specification. 'Key-Data Systems' will render charges to the Client as appropriate to cover such costs.

15. SUB-LETTING Other than 'Ashbrooks Management Ltd.', 'Castletown Windmill Ltd.' and 'Arragon Properties Ltd.', the Client shall not sub-let or lend the software or hardware systems or any part thereof to any third party without the permission of 'KeyData Systems' in writing.

16. CHANGE OF SITE The Client shall not remove any hardware on lease from 'Key-Data Systems' or any part thereof from the building/office to which it was delivered without the prior consent of 'Key-Data Systems'. In addition, such consent is to be confirmed in writing.

17. CONTRA CLAIMS

(1) No contra claims shall be set off against the invoices of 'Key-Data Systems' without our prior approval in writing

(2) We shall not meet any claims for loss or damage to the person or property of the Client's or to third parties unless such loss or damage, unless we have notification in writing within 14 days of such loss or damage occurring.

18. RETENTION OF TITLE (See General condition 6(2) The property in the equipment shall not pass from 'Key-Data Systems' to the Client, and 'Key-Data Systems' reserves the right of disposal of the equipment, until all sums due from the Client to 'Key-Data Systems' under this contract have been paid in full. Until the property has so passed the Client shall not be entitled to deal in the equipment, and shall keep the same in a clearly separate and identifiable form, and 'Key-Data Systems' shall be entitled to recover possession of the equipment, and as licensee of the Client may enter any premises of the Client for the purpose of such recovery. If, despite such prohibition on dealing, the Client does deal in the equipment, the Client shall be accountable in a fiduciary capacity to 'Key-Data Systems' for any money realised by such dealing. Notwithstanding the foregoing the equipment shall be at the Client's risk from time of delivery to him/her or to any Carrier or agent acting on his/her behalf.

19. CANCELLATION:

i) The initial, minimum contract period offered by 'Key-Data Systems' is twelve (12) calendar months. A cancellation received before this time will be liable to the full charge due calculated on pro-rata basis. After the first twelve month period has been completed, 'Key-Data Systems' may offer a further fixed period contract that may be payable either monthly or in full at the discretion of the 'Key-Data Systems' accounts department. Where a client is eligible to cancel, a full calendar months notice must be received in writing by Key-Data Systems before a cancellation request can be processed. In the event of cancellation of any contract for whatever reasons, any outstanding fees should be made to 'Key-Data Systems' by the Client immediately. The Client will also be responsible for payment of any sums due or previously paid by 'Key-Data Systems' to third party suppliers or agents. Cancellation procedure: A letter may be sent to our office address: 'C/O The Accountancy Partnership Suite 5, 5th Floor, City Reach, Greenwich View Place, London, England, E14 9NN', or alternatively a notification may be given via the Key-Data ticketing system. The communication should clearly state your wish to cancel our services and we will confirm your cancellation request in either writing. A cancellation can only be considered complete when the client has received a confirmation communication from 'Key-Data Systems'. If this confirmation has not been received within 3 days then the client should check that 'Key-Data Systems' received the request. **NOTE: CANCELLATION OF A STANDING ORDER PAYMENT IS NOT A CANCELLATION REQUEST AND WILL INVOLVE THE CLIENT IN ADDITIONAL CHARGES. FURTHERMORE SHOULD A PAYMENT MECHANISM BE CANCELLED BY A KEY-DATA CLIENT WITHOUT NOTICE, THEN 'KEY-DATA SYSTEMS' RESERVE THE RIGHT TO REFUSE TO ALLOW THE CLIENT TO USE OUR MONTHLY PAYMENT SCHEME IN THE FUTURE.**

ii) Data Migration: Where it is required by a client that 'Key-Data Systems' forward a copy of their data to a new provider the costs are as follows:

a) Data compilation and forwarding in native format £4,500. Please note that once the data has been forwarded to the new provider, a client's ability to run their Key-Data Gold system will be disabled due to the various licencing agreements in place.

b) For a client to keep their Key-Data product running whilst their new provider imports the information into their product and makes the new system live, then 'Key-Data Systems' will require a minimum term agreement for a twelve-month term at the last invoiced monthly rate. NOTE: Where necessary a longer term may be negotiated.

Please note that all costs are payable at the time of order.

20. ASSIGNMENT BY THE CLIENT The Client shall not assign his/her rights or liabilities under this contract made subject to these conditions.

21. SALE BY REFERENCE TO SAMPLE OR DESCRIPTION It is expressly provided that where 'Key-Data Systems' states goods are sold by reference to description or sample such description shall be by way of identification only, and goods delivered by 'Key-Data Systems' shall be deemed to correspond to any sample produced and examined by the Client if they do not materially differ therefrom.

22. MODEMS & INTERNET ACCESS All modems purchased from 'Key-Data Systems' are supplied fully working at the time of installation. Additionally, due to the complex nature of the Internet, 'Key-Data Systems' does not offer support for connection onto the Internet. The sole responsibility for connection lies between the Client and his/ her chosen Internet provider.

23. SPECIAL ARRANGEMENTS In relation to any terms of the contract, no forbearance or delay on the part of 'Key-Data Systems' or indulgence or waiver granted; shall restrict or prevent 'Key-Data Systems' from enforcing that or any other term.

24. COMPUTATION OF TIME In the computation of time where the period provided by these conditions is seven days or less, the following days shall not be included in England and Wales, Saturday, Sunday, Good Friday, Easter Saturday, Easter Sunday, Christmas Eve, Christmas Day, New Years Eve, New Years Day, and Bank Holidays. In Scotland, as before but with the inclusion of Spring Holiday, Autumn Holiday or May Day.

25. SOFTWARE SYSTEM SUPPORT Where a software 'purchase' is the preferred method of system payment, the system prices quoted assumes a full support contract is also entered into. No software system is sold without a support contract unless stated otherwise by 'Key-Data Systems'.

26. HEADINGS The headings of these Terms and Conditions are for convenience only and shall have no effect in the interpretation thereof.

27. CONFIDENTIALITY All information received from the client in relation to the transaction will be held in strict confidence and not divulged to any third party, save the potential suppliers in relation to the provision of their services. This will only be upon receipt of the clients written authority.

28. PROPER LAW Contracts to which these conditions apply shall be governed by the laws of England, and the English courts alone shall have jurisdiction in relation thereto.

29. SYSTEM FUNCTION AND DATA BACKUP

(i) 'Key-Data Systems' can take no responsibility for the correctness of any legal documentation generated by our products. Where a mail-merge template is provided at the time of installation, this is done purely to allow us to build in the appropriate mail-merge fields and our clients should take every care to ensure the legal documentation (eg, tenancy agreement and various section notices) are edited as appropriate. Additionally, our clients should edit the templates again where alterations in letting law dictate this to be necessary.

(ii) It is the responsibility of our clients to ensure that a backup copy of their current data is always available. This will allow us, in an emergency such as fire/theft/pc failure etc, to restore the data to the time of the last data backup.

30. OPERATING SYSTEM/HARDWARE SUPPORT Except in circumstances where a clients computer hardware has been supplied by and is maintained by 'Key-Data Systems' we can not be responsible for any PC workstation or office network that does not function as expected. It is stipulated that each 'Key-Data' client has recourse to a suitable specialist hardware/operating system support company specialising in the field of PC hardware/network configuration that may be called upon when required. Multiuser, or 'networked' software applications such as those supplied by 'Key- DataSystems', can only be as reliable as the local PC and the chosen network topology. 'Key-Data Systems' will endeavour, wherever possible, to assist where software system use/reliability issues arise that are not directly related to the software systems supplied by 'Key-Data Systems'. However, we must state that if the customer does not accept responsibility for the issues despite having had this explained to them by 'Key-Data Systems' staff, then we retain the right to make additional charges for the time spent on resulting support issues.

31. SYSTEM INSTALLATIONS AND SETUP System installations and initial product setup will be undertaken by 'Key-Data Systems'. Where the installation is more complex such as occurs for multiple-users across a local computer network, it is anticipated that the client will call in their chosen network specialist to work with 'Key-Data Systems' to set-up and commission the system. All new installations are subject to a one-off charge of £399.00. Where a previous client requires access to their old system information after the cancellation period has been completed, then a charge of £399.00 will become payable to cover our costs in restoring the system from archives (where this is possible) and in re-setting up the system. This charge is in addition to our usual system charge.

32. REMOTE ACCESS TO CLIENT COMPUTERS Where it is deemed that a speedy resolution to the issue in hand will be obtained using remote access, 'Key-Data Systems' staff may offer to 'remote in' to your office computer. Key-Data staff will only ever look in folders relevant to the Key-Data product in question and your system security will never be compromised. 'Key-Data Systems' staff will never make system alterations without discussing the matter with you. Also, if, in the highly unlikely event that a client computer experiences difficulties whilst a member of the 'Key-Data Systems' support department has remote access, we can take no responsibility for that occurrence. The Key-Data customer will at all times be able to see what the support team member is doing and the remote session may be disconnected by the customer at any time.

33. PRODUCT SUPPORT (general)

(i) All members of the Key-Data support team are efficient, highly-trained and very knowledgeable in both our products and the letting industry as a whole. They will always act in a courteous manner to clients, even when under pressure, and 'Key-Data Systems' pride our-self in the excellent working relationship that we have with our client-base. In the unusual event that a Key-Data client is considered to be rude or abusive to a member of the Key-Data support team then 'Key-Data Systems' reserve the right to move that client from our usual highly efficient support mechanisms and onto email support only. A warning will be given to the user and company that we are finding their behaviour unacceptable before this step is taken.

(ii) Where a client initiates a support request through the Key-Data ticketing mechanism, 'Key-Data Systems' product support staff maintain the right to decide when a support request should be closed if the client does not close the support request once an answer has been supplied. This may be a period of several days for complicated support cases or as little as 24 hours as is deemed appropriate.

(iii) Where a request for support is made regarding the advertising of your company property portfolio, in order to allow 'Key-Data Systems' to be able to assist with the request in an appropriate manner, the request should include all of the following information. Where full information is not provided then we regret that we will be unable to assist with the request.

- o User Name
- o Contact number
- o Branch (where appropriate)
- o Sales/Lettings (where appropriate)

- o Property(ies) affected
- o Details of the error/query
- o Details of what has already been tried to resolve the issue
- o Screen shots of any error messages etc

(iv) Where a support request is lodged regarding the advertising of your company property portfolio on either your own company website, or one of the property portal sites, in the first instance, Key-Data Systems will always try to assist. We will check the reported issue(s) and where possible suggest a solution(s). However where the client prefers not to take the advice given, then Key-Data Systems will be unable to assist further. Additionally a cost may be made to cover our time should the issue eventually turn out to be one lying outside of our control.

In addition, where the support request involves 'RealTime' uploading, please also copy/paste the message that is displayed for the property on the relevant tab that is produced when an upload is performed. The property is identified by its Key code, prefixed by the branch ID.

34. PRODUCT SUPPORT & TRAINING

To ensure that our clients can effectively use and continue to develop a good working knowledge of the various mechanisms, functions and procedures within Key-Data products, clients receive a variety of support mechanisms included in their subscription:

- i) access to our online-frequently asked questions facility.
- ii) a fully featured online ticketing-system.
- iii) email support.

In addition to these included support mechanisms, additional, specific and tailored support is available on a chargeable basis. Clients will always be notified that their support request is chargeable and the rate of charging before a cost is applied.

To supplement these general support mechanisms, we can offer pre-booked, one-to-one telephone training. This is a very popular additional service that ensures our clients can effectively get to grips, and keep ahead of, the ever increasing requirements placed on them by various bodies. These training sessions are very useful for new employee development, and to help established users to deliver a deeper understanding of certain areas such as financial-accounting. This 'fast-track training' costs £259.00 for a block of five sessions. The sessions are pre-booked with usually one session per day over the course of a week. Please be aware that 24 hours notice is required to cancel a session and re-schedule it. Training is also available on an adhoc basis as required and is chargeable at £69.00 per session.

35. KEY-ANYWHERE CLOUD SERVICES

i) key-Anywhere is the Key-Data product that allows for a web-based approach to system use. Clients using the key-Anywhere system should be aware that where issues of Internet connectivity arise, or cloud-server access is compromised either due to problems in their branch or due to wider issues, then problems will be experienced by the user in connecting and usage of their Key-Data product. Whilst 'Key-Data Systems' will willingly offer advice and take necessary action where appropriate on solving such issues, we cannot and will not be held responsible in any way for any system usage issues experienced.

ii) Client Media Storage: 'Key-Data Systems' offer key-Anywhere clients free cloud-media storage and backup for the first 0.5Gb (500 Mb) of storage.

iii) Moving Clients, and Restoration of System Data: Where clients maintain a large amount of media data, (this is considered to be in excess of 2GB), then the time required to move them to another 'Key-Data' cloud-server, or restore their data from backup in the event of a catastrophic server failure, will increase accordingly. It is therefore highly recommended that clients take steps to host large media volumes themselves. Where required, 'Key-Data Systems' will be happy to offer advice on this. 'Key-Data Systems' have taken every opportunity to make clients aware of the potential issues surrounding large media volumes and encourage them to move old data 'back to branch' when it is not required in a live environment. Additionally, 'Key-Data Systems' believe that this is not only also good practice, but a requirement of the current GDPR laws.

36. COMPLAINTS PROCEDURE

In the unlikely event of a complaint, we please ask that you contact us using our on-line support mechanism to initially outline your complaint or query. All complaints must be submitted to us in writing to avoid any confusion or misinformation for either party, so if you are unable to access our on-line support, please email to: admin@keydata.systems with details of the complaint and your case will be submitted to the correct department.

37. MONEY BACK GUARANTEE

Where our product has been sold with a money-back guarantee at the end of first two months into the agreement, the following terms apply:

- (i) Adequate training sessions must have been scheduled and attended by the client.
- (ii) Notification of the area(s) causing concern to the client should be reported to 'Key-Data Systems' at least two weeks before the end of the two-month qualifying period.
- (iii) The system must have been fully set-up and used regularly by the client to ensure full understanding of the various features.

38. EMAILING FROM KEY-DATA PRODUCTS

i) Key-Data products will send emails from a large number of service providers. There are a few providers however, that we cannot support as they insist on proprietary security settings. If your Key-Data product used to send your emails but has stopped recently, then it maybe that your email provider has altered their settings recently and in the first instance you should contact them for advice. Where your 'Key-Data Systems' product cannot support your email provider, then we can suggest two main alternatives:

a) You can register an email account with any email provider that we can support and use this as your Key-Data email transport mechanism.

b) If you have any problems registering a usable email account to send your emails, then 'Key-Data Systems' will be able to supply you with an email account that can be used to send emails. The cost for this is £20.00 PCM (payable annually).

*Key-Data products do of course allow you to display to your email recipients your company name and not the actual sending email address. Further they also allow you to designate any email address for replies to be sent back to so that the actual sending email account is irrelevant. **Please note: Unless Key-Data Systems supply your email sending account then we are unable to offer any support to clients over and above what exists in your 'Cloud Support': 'FAQ' and 'Previous Questions help files.***

39. EMERGENCY RESTORATION PROCEDURE

'Key-Data Systems' offer clients two methods to enable use of our property management solution:

- a) Self hosting where all system files and data are hosted 'in branch' locally by the client.
- b) Key-Data hosted where all system files and data are hosted remotely on our cloud servers.

Self Hosting

The 'Key-Data Systems' client is fully responsible for all Key-Data system files and data. It is anticipated that a robust and diligent procedure is employed by the client to enable the restoration of their system files and data in the event of a single PC or network infrastructure loss/breakdown or failure. In the event of system failure, whilst all assistance will be given to the client or the client's IT support company to assist, 'Key-data Systems' can take no responsibility for client system/data restoration.

'Key-Data Systems' will be happy to discuss a recovery procedure at any time with a client to ensure that they are backing up the correct files at an appropriate frequency to enable effective disaster recovery.

Key-Data Hosted (cloud facility)

'Key-Data Systems' fully backup all client system files and data twice daily to a third-party company cloud area. This takes place once in the evening and again at mid-day. 'Key-Data Systems' also keep a backup cloud-server in redundancy should the need arise. In the event of a working server breakdown or other issue that effects the usual working environment of the client, 'Key-Data Systems'

will take all necessary steps to rectify the issue in as short a timescale as possible. If the issue is not rectified by a working server restart, then steps will be taken to move the client to a replacement cloud-server. Once an issue has been identified, and action proves necessary, the following procedure will be employed:

- i) Clients affected by the issue will be notified via email/sms/telephone that their management system is going to be moved to a new server address and further use from the current server blocked.
- ii) Depending upon the severity of the issue, 'Key-Data Systems' will either move the client system from the affected server to our backup server or should it be necessary request that our third-party backup company restore the backed up data to the backup server address.
- iii) 'Key-Data Systems' will then work to setup client systems on the replacement server in as short a timescale as possible.
- iv) The client will be notified when their system is ready for use.

Timescale: In the event of a catastrophic server failure, 'Key-Data Systems' will aim to have clients working from a new server address within a 2/3 hour window. A worst case scenario may see the client waiting for an 8 hour period. The time for full system restoration and availability will be dependent upon the size of the clients' associated system files and media.

40. WORKING RATES

Where bespoke development work or work with third-party suppliers is necessary for a client our rate is: £150.00 per hour (or part of an hour). Before any such work is undertaken, the client will be notified that the work they require lies outside of our usual remit and that further costs to them will be apportioned. This will need to be accepted by the client before any such work will be started.

41. CLIENT INFORMATION

It is the responsibility of the client to ensure that Key-Data Systems are kept notified at all times of current information appertaining to their customer. This includes company structure, VAT status, change of Directors, and contact information including: trading/business address, telephone, mobile and email addresses.

notes:

(i) All prices quoted are exclusive of VAT at the standard rate.

(ii) These terms and conditions are subject to alteration without notice. An up to date version is available on key-data.co.uk or on request.

'Key-Data Systems LTD'

Registered in England & Wales: Company No: 6624930

Business Address: office address: 'C/O The Accountancy Partnership Suite 5, 5th Floor, City Reach, Greenwich View Place, London, England, E14 9NN'

Vat registration no: 679 6354 75