

BY SELECTING THE “REGISTER” BOX DISPLAYED AS PART OF THE REGISTRATION PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF OCTO PROPERTY’S ONLINE PROPERTY MANAGEMENT SOFTWARE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT, YOU CONFIRM THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT SELECT THE “GET STARTED” BOX AND YOU MAY NOT USE THE SOFTWARE. WITHIN THIS AGREEMENT, OCTO PROPERTY AND YOU ARE EACH REFERRED TO AS A “PARTY” AND ARE COLLECTIVELY REFERRED TO AS THE “PARTIES” (defined below).

The terms and conditions contained within this subscription agreement (this “Agreement”), are effective as of the date that the Customer has clicked “Register” in conjunction with registering to access the Octo Property Service (the “Effective Date”), is by and between you (the “Customer”) and Octo Property Limited, a private limited company organised and existing under the laws of the United Kingdom SC659721. All capitalised terms used in this Agreement not otherwise defined in context shall have the meanings as set out in Clause 14. The Parties agree as follows:

1. Provision of the Service

1.1 The Service shall be provided to the Customer via an online, web-based service and/or mobile service, provided by Octo Property via <https://octoproperty.com/> and/or any other websites and applications designated by Octo Property at any time.

1.2 Octo Property shall make the Service available during the Term in a professional, competent manner in accordance with this Agreement and the Documentation.

2. Customer’s Use of the Service

2.1 The Customer’s use of the Service is governed by this Agreement and the Documentation made available to the Customer at <https://www.octoproperty.com> PDF copies of the Documentation can be provided upon written request by the Customer.

2.2 In order to use the Service, the Customer must complete the registration process with Octo Property and create an Account. To create an Account, the Customer will be required to follow the prompts provided after completing the registration form at <https://app.octoproperty.com/register>.

2.3 The Customer must conduct its own due diligence into the Service to ensure that the functionality provided by the Service meets the Customer’s requirements. Octo Property does not warrant or represent that the Service, Documentation and/or the information obtained by the Customer through the Service will meet the Customer’s requirements.

2.4 Through the online and/or mobile interfaces made available by Octo Property to

the Customer, the Customer may access, and enable access of the Service to an Authorised User, solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties other than Authorised User.

2.5 The Customer is responsible for all Authorised Users' use of the Service and compliance with this Agreement.

2.6 The Customer shall:

2.6.1 be responsible for the security and confidentiality of the password and all other log-in information related to its Account;

2.6.2 be solely responsible for all activities that occur under its Account;

2.6.3 prevent unauthorised access to, or use of its Account and the Service, and notify Octo Property promptly of any such unauthorised access or use of which it becomes aware;

2.6.4 be responsible for all Authorised Users' use of the Service and compliance with this Agreement;

2.6.5 have sole responsibility for the accuracy, quality and legality of all Customer Data, as defined in Clause 7 below, including without limitation, providing all relevant notices to individuals and obtaining all relevant consents when required by applicable Laws; and

2.6.6 be liable for the acts and omissions of all Authorised Users and its and their Affiliates relating to this Agreement.

2.7 The Customer undertakes that:

2.7.1 it will not allow or suffer any Authorised User's username or password to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Service and/or Documentation;

2.7.2 it will not use the Service in a way that unreasonably degrades the performance of the Service for the Customer's own purposes or for the purposes of Octo Property or other users, and the Customer will, if notified that the Customer's use of the Service is not reasonable, comply with reasonable service level requests issued by Octo Property to limit the Customer's use of the service so that it is reasonable;

2.7.3 each Authorised User shall keep a secure password, defined by the Authorised User, for use of the Service and Documentation. It is recommended that such a password should be changed no less frequently than every six months and each Authorised User shall keep their password confidential; and

2.7.4 it shall maintain a written, up-to-date list of current Authorised Users and provide such list to Octo Property within 5 Business Days of Octo Property's written request at any time or times.

2.8 If any password has been provided to any individual who is not an Authorised User, then without prejudice to Octo Property's other rights, Octo Property may promptly disable such passwords and Octo Property shall have the right to refrain from issuing any new passwords to any such individual.

2.9 Octo Property shall not be liable for any loss or damage resulting from a failure by the Customer to comply with Clause 2.6 and Clause 2.7 above.

2.10 The Customer shall not:

2.10.1 use the Service in violation of applicable Laws;

2.10.2 in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material or Malicious Code, including material that

violates privacy rights;

2.10.3 sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering;

2.10.4 attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation or Supporting Documentation;

2.10.5 interfere with or disrupt the integrity or performance of the Service in whole or in part or third-party data contained therein;

2.10.6 attempt to gain unauthorised access to the Service in whole or in part or its related systems or networks;

2.10.7 permit direct or indirect access to or use of the Service in whole or in part in a way that circumvents a contractual usage limit, or use the Service to access or use any of Octo Property's intellectual property except as permitted under this Agreement or the Documentation;

2.10.8 copy the Service or any part, feature, function or user interface thereof;

2.10.9 frame or mirror any part of the Service, other than framing on the Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation;

2.10.10 access the Service in whole or in part in order to build a competitive product or service or to benchmark with a product or service not developed or provided by Octo Property; or

2.10.11 reverse engineer the Service in whole or in part (except to the extent such restriction is prohibited by law).

3. Changes to the Service

3.1 Subject to Clause 8.2.2, Octo Property may from time to time make changes to the functionality of the Service, for example to make improvements to the Service or to, address a security threat. Octo Property shall notify the Customer of such changes via email, unless the Customer has unsubscribed, and through the live chat function that is accessible within the Service.

4. Proprietary Rights

Ownership and Reservation of Rights to Octo Property Intellectual Property

4.1 Octo Property owns all rights, titles and interest in the Service and Documentation (and any Intellectual Property Rights therein), and other Octo Property Intellectual Property Rights. Subject to the limited rights expressly granted in accordance with this Agreement, Octo Property reserves all rights, title and interest in and to the Service, and Supporting Documentation, including all related Intellectual Property Rights. No Intellectual Property Rights are granted to the Customer in accordance with this Agreement other than as expressly set forth in this Agreement.

Grant of Rights

4.2 Octo Property grants the Customer a non-exclusive, non-transferable right to access and use the Service and Supporting Documentation, solely for the internal business purposes of the Customer and its Affiliates and solely during the Term, subject to this Agreement, the payment of the fees in accordance with Clause 3 and within the scope of rights specified by the relevant subscription and/or purchase made through the Service.

Ownership of Customer Data

4.3 As between Octo Property and the Customer, the Customer shall own all right, title and interest in and to all Customer Data.

Customer Input

4.4 Octo Property may adapt and use any Customer Input, provided that Octo Property shall have no obligation to make any improvements based on such Customer Input. The Customer shall have no obligation to provide Customer Input. Octo Property shall own any Intellectual Property Rights which arise as a result of Octo Property making any changes to the Service or developing any new services based on Customer Input.

Aggregated Data Use

4.5 Subject to Clause 4.4 above, and with the exception of Customer Data, Octo Property owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the “**Aggregated Data**”). Nothing in this Agreement shall be construed as prohibiting Octo Property from utilising the Aggregated Data for the purposes of operating Octo Property’s business, provided that Octo Property’s use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service. In no event shall the Aggregated Data include any Personal Data.

5. Confidentiality

5.1 A Party shall not disclose or use any Confidential Information of the other Party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other Party’s prior written permission, and only then subject to the disclose agreeing to be bound by binding obligations of confidentiality which shall be no less restrictive than those in this Clause 6.

Protection

5.2 The Customer agrees to protect the Confidential Information of the other Party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

Compelled Disclosure

5.3 A disclosure by one Party of Confidential Information of the other Party to the extent required by Law shall not be considered a breach of this Agreement, provided the Party so compelled promptly provides the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.

Remedies

5.4 If a Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of confidentiality protections in this Agreement, the other Party shall have the right, in addition to any other remedies available, to seek injunctive relief to prohibit such acts, it being acknowledged by the Parties that any other available remedies are inadequate.

Exclusions

5.5 Confidential Information shall not include any information that:

5.5.1 is, or becomes, generally known to the public without breach of any obligation owed to the other Party;

5.5.2 was known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other Party;

5.5.3 was independently developed by a Party without breach of any obligation owed to the other Party; or

5.5.4 is received from a third party without breach of any obligation owed to the other Party. Customer Data shall not be subject to the exclusions set forth in this Clause.

6. Customer Data

6.1 Definitions: In this Clause, the following terms shall have the following meanings:

6.1.1 "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "special categories of personal data" shall have the meanings given in the GDPR; and;

6.1.2 "**Applicable Data Protection Law**" shall mean (the EU General Data Protection Regulation (Regulation 2016/679) ("**GDPR**"), together with any other data protection laws applicable to the Services.

6.1.3 Relationship of the parties: Customer (the controller) appoints Octo Property as a processor to process the Personal Data described in this Agreement for the purposes described in this Agreement (or as otherwise agreed in writing by the parties) (the "**Permitted Purpose**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

6.1.4 International transfers: Octo Property shall take such measures to ensure compliance with any data transfer obligations contained in the Applicable Data Protection Law.

6.1.5 Confidentiality of processing: Octo Property shall ensure that any person it authorises to process the Personal Data (an “**Authorised Person**”) shall protect the Personal Data in accordance with Octo Property’s confidentiality obligations under this Agreement.

6.1.6 Security: The processor shall implement technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a “**Security Incident**”).

6.1.7 Subcontracting: the Customer consents to Octo Property engaging third party subcontractors to process the Personal Data for the Permitted Purpose provided that: (i) Octo Property maintains an up-to-date list of its subcontractors which is available upon request with 10 business days’ notice, which it shall update with details of any change in subcontractors at least 10 days’ prior to any such change; (ii) Octo Property imposes data protection terms on any subcontractors it appoints that require it to protect the Personal Data to the standard required by Applicable Data Protection Law; and (iii) Octo Property confirms that any subcontractors will have signed a contractual agreement to adhere to Octo Property’s data processing policies, as explained in the Documentation. (iiii) Octo Property remains liable for any breach of this Clause that is caused by an act, error or omission of its subcontractors. The Customer may object to Octo Property’s appointment or replacement of a subcontractors prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, the Customer may suspend or terminate this Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).

6.1.8 Cooperation and data subjects’ rights: Octo Property shall provide reasonable and timely assistance to Customer (at Customer’s expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Octo Property Octo Property shall promptly inform the Customer providing full details of the same.

6.1.9 Data Protection Impact Assessment: If Octo Property believes or becomes aware that its processing of the Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform the Customer and provide reasonable cooperation to the Customer (at the Customer’s expense) in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.

6.1.10 Security incidents: If it becomes aware of a confirmed Security Incident, Octo Property shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Octo Property shall further take such any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Customer of all material developments in connection with the Security Incident.

6.1.11 Deletion or return of Personal Data: Upon termination or expiry of this Agreement, Octo Property shall (at Customer’s election) destroy or return to Customer all Personal Data in its possession or control. This requirement shall not

apply to the extent that Octo Property is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which Personal Data Octo Property shall securely isolate and protect from any further processing except to the extent required by such law. As standard, Octo Property will retain any information related to the Service for five years after cancellation unless instructed to destroy the data by the Customer.

6.1.12 Audit: Upon request and no more than once per calendar year, Octo Property shall provide Customer with reasonable documentation to demonstrate compliance with the obligations of this clause or submit its facilities to audit by Customer. Such activity shall be at Customer's expense and any audit reports or similar documentation shall be subject to the confidentiality provisions of this Agreement.

6.1.13 Sensitive Data: Customer shall not provide (nor permit any User to provide) any Sensitive Data to Octo Property. For the purpose of these Terms, "Sensitive Data" shall mean data revealing a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetics, biometrics, health data or data about sex life (unless otherwise permitted by the person the data relates to).

7. Warranties & Disclaimers

Warranties

7.1 Each Party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or Personal Data.

7.2 Octo Property warrants that in respect of any Service provided to the Customer:

7.2.1 the Service shall perform materially in accordance with this Agreement and the Documentation; and

7.2.2 the functionality of the Service will not be materially decreased when viewed in the aggregate.

7.2.3 The Customer warrants that any and all Customer Data is accurate and complete in all respects and does not infringe the Intellectual Property Rights of any third party.

Warranty Remedies

7.3 As the Customer's exclusive remedy and Octo Property's sole liability for breach of the warranties Clause 8.2 above:

7.3.1 Octo Property shall correct the non-conforming Service at no additional charge to the Customer; or

7.3.2 in the event Octo Property is unable to correct such deficiencies after good-faith efforts, Octo Property may refund the Customer amounts paid that are attributable to the defective part of the Service from the date Octo Property received such notice at its discretion.

7.3.3 Notwithstanding the foregoing, Octo Property 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 Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4 To receive warranty remedies, the Customer must promptly report deficiencies in writing to Octo Property, but in any case no later than two (2) days of the date the deficiency is first identified by the Customer.

Disclaimer

7.5 Except as expressly provided in this Agreement and to the maximum extent permitted by applicable law, Octo Property makes no warranties of any kind, whether express or implied, statutory or otherwise, and specifically disclaims all implied warranties, including any warranties of merchantability, fitness for a particular purpose or non-infringement with respect to the Service and/or related Documentation. Octo Property does not warrant that the Service will be error free or uninterrupted. The limited warranties provided in this Agreement are the sole and exclusive warranties provided to the Customer in connection with the provision of the Service.

8. Mutual Indemnification

Indemnification by Octo Property

8.1 Octo Property shall defend, indemnify and hold the Customer harmless against any loss, damage or costs (including reasonable legal fees) in connection with claims, demands, suits, or proceedings (“**Claims**”) made or brought against the Customer by a third Customer alleging that the use of the Service as contemplated in this Agreement infringes any Intellectual Property Right; provided, however, that the Customer:

8.1.1 promptly gives written notice of the Claim to Octo Property;

8.1.2 gives Octo Property sole control of the defence and settlement of the Claim (provided that Octo Property may not settle any Claim unless it unconditionally releases the Customer of all liability); and

8.1.3 provides to Octo Property, at Octo Property’s cost, all reasonable assistance.

8.2 Octo Property shall not be required to indemnify the Customer to the extent the Claim is caused by:

9.2.1 modification of the Service by the Customer or an Authorised User in conflict with the Customer’s obligations or as a result of any prohibited activity as set forth in this Agreement;

8.2.2 use of the Service in a manner inconsistent with the Documentation;

8.2.3 use of the Service in combination with any other product or service not developed or provided by Octo Property; or

8.2.4 use of the Service in a manner not otherwise contemplated by this Agreement.

8.3 If the Customer is prohibited from using the Service or Octo Property reasonably believes it will be prohibited or a claim of infringement will be made, Octo Property shall have the right, at its sole option, to obtain for the Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is deemed available to Octo Property in its sole discretion, then use of the Service may be terminated at the option of Octo

Property and Octo Property's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

Indemnification by Customer

8.4 The Customer shall defend, indemnify and hold Octo Property, its subsidiaries and Affiliates, and its and their respective owners, employees, officers, directors and agents harmless from any loss, damage or costs (including reasonable legal fees) in connection with Claims made or brought against Octo Property by a third Customer arising from an allegation that the Customer Data infringes the rights of, or has caused harm to a third party, or violates any Law, the breach of this Agreement or the warranties set forth in this Agreement, or the improper act, omission or negligence of the Customer provided, however, that Octo Property:

8.4.1 promptly gives written notice of the Claim to the Customer;

8.4.2 gives the Customer sole control of the defence and settlement of the Claim (provided that the Customer may not settle any Claim unless it unconditionally releases Octo Property of all liability); and

8.4.3 provides to the Customer, at the Customer's cost, all reasonable assistance.

9. Limitation of Liability

Limitation of Liability

9.1 To the maximum extent permitted by law and except with respect to the Customer's payment obligations, in no event shall either Party's (or Octo Property's third party licensors') aggregate liability arising out of or related to the Agreement, whether in contract, tort or otherwise, exceed the fees actually paid by the Customer to Octo Property in consideration for Octo Property's Service delivery during the six (6) month period immediately preceding the facts and circumstances from which the claim arose.

9.2 Octo Property shall not exclude or limit in any way Octo Property's liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by Octo Property's negligence or Octo Property's employees, agents or subcontractors for fraud, fraudulent misrepresentation or for breach of the Customer's legal rights in relation to the Service.

Exclusion of Damages

9.3 Except with respect to the Customer's payment obligations, in no event shall either Party have any liability to the other party for any indirect, special, incidental, punitive or consequential damages, however caused, or for any lost profits whether in contract, tort or otherwise, arising out of, or in any way connected with the Service, including but not limited to the use or inability to use the Service, any interruption, inaccuracy, error or omission, even if the party from which damages are being sought or such party's licensors or subcontractors have been previously advised of the possibility of such loss or damages.

10. Term, Termination and Suspension.

Term of Agreement

10.1 The term of this Agreement commences on the Effective Date and shall continue until the stated term for the current applicable subscription and/or purchase of the Service has expired, unless otherwise terminated under Clause 10.6 below (the “**Term**”).

10.2 The Term shall be automatically extended for a period of one (1) month following the expiration of the then current Term in perpetuity until Octo Property receives notice from the Customer that they do not wish to extend the Term as outlined in Clause 10.3

10.3 If a Customer does not wish to automatically extend the Term pursuant to Clause 11.2 above, it must notify Octo Property thirty (30) days prior to the current end of the Term by email.

10.4 Octo Property may amend these terms from time to time and will notify you of changes via email or via notification through the Service. Amended terms are effective from the date that they are published as part of an updated Agreement. Previous versions of this Agreement can be requested via email. Continued use of the Service following any modification constitutes Customer acceptance of the modified Agreement.

10.4.1 Any material changes to these terms will be communicated to the Customer by Octo Property a minimum of 6 weeks before they take effect.

Termination

10.5 Either Party may terminate this Agreement:

10.5.1 Upon thirty (30) days prior written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of such notice period; or

10.5.2 Immediately upon written notice in the event the other becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.5.3 Octo Property may terminate this Agreement in the event that the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default no less than seven (7) days after the payment fails.

10.5.4 The Customer is able to cancel their Subscription at any time by cancelling their direct debit mandate with their bank.

10.5.5 Octo Property will not class the Customers Subscription as cancelled until it has received confirmation from its chosen direct debit bureau that this has occurred. Octo Property’s automated payment gateway will continue to charge until it has received confirmation of this cancellation.

10.5.6 The Customer has the right to cancel within 14 days of the start of the initial subscription period. The Customer must inform Octo Property within this 14-day period by emailing support@octoproperty.com to be eligible for either a partial or full refund. The Customer may be charged for the period which they have used the

software before cancellation.

10.5.7 In the event the Agreement is terminated, subscription to the Customer's Account will be simultaneously terminated.

Effect of Termination

10.6 Upon any termination of this Agreement, the Customer shall, as of the date of such termination:

10.6.1 Immediately cease accessing and otherwise utilising the Service, except as permitted under Clauses 10.11 and Clause 6; and

10.6.2 Return and make no further use of any Documentation and other items (and all copies of them) belonging to Octo Property.

10.6.3 Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Octo Property Online prior to the effective date of termination and termination for any reason other than for uncured material breach by Octo Property shall not relieve Customer of the obligation to pay all future amounts due through under the Service.

Suspension Rights

10.7 Octo Property shall be entitled to immediately on notice suspend provision of the Service where:

10.7.1 The Customer or an Authorised User breaches this Agreement and Octo Property reasonably believes that such breach has the potential to threaten the security, integrity or availability of the Service or impact any other users of the Service (including Octo Property other customers); or

10.7.2 The Customer fails to pay any amount due under this Agreement and payment is not forthcoming after a second attempt is made to claim the payment; or

10.7.3 Where required by law.

10.8 Octo Property shall not be liable for any breach by it of this Agreement which is caused by the suspension of provision of the Service. The Customer shall remain liable for all fees due under this Agreement during the period of any suspension unless informed otherwise by Octo Property.

10.9 Following resolution by the Customer of the issues that gave rise to the right to suspend, Octo Property shall as soon as reasonably practicable reinstate provision of the Service.

Retrieval of Customer Data.

10.10 Octo Property will make key Customer Data available to the Customer through the Service as a .csv file, at any point where there is still an active subscription to the Service. Any other documentation must be downloaded manually. Unless instructed otherwise, Octo Property will retain Customer data for 5 years as to assist with any return to the software. When receiving a written request, Octo Property will delete the Customer Data within sixty (60) days of receiving the Customer's request; provided, however, that Octo Property will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, and provided further that in all cases Octo Property will continue to protect the Customer Data in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention

obligations imposed on Octo Property by Law.

10.11 If there is not an active subscription to the Service, the Customer must resubscribe to the Service in order to retrieve any data on their account.

Surviving Provisions.

10.12 The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement:

10.12.1 Clause 1 (Provision of the Service);

10.12.2 Clause 4.2 (Grant of Rights); and

10.12.3 Any subscriptions and/or purchases made through the Service.

10.12.4 All other provisions of this Agreement shall survive any termination or expiration of this Agreement to the extent necessary to give effect to the purpose of such provision.

11. General Provisions

Continuity of Service

11.1 Octo Property has in place both a Business Continuity and a I.T. Disaster Recovery policy designed to prevent any unnecessary disruptions to the Service. These policies may be updated from time to time.

11.1.1 Octo Property's Business Continuity Plan puts in place policies and procedures to try and ensure day-to-day business critical services can continue if a major incident occurs that prevents Octo Property from working in their regular place of work, Iron Bridge House. The key service to be recovered is customer support, which Octo Property commits to being available within one business day after a major incident occurs.

11.1.2 Octo Property's I.T. Disaster Recovery (IT DR) policy governs Our approach to (a) any disaster level incidents that may occur which affects Our database and ability to provide the Service (b) backing up the database relating to the Service and (c) recovering and reinstatement of the Service after a major incident. Within the IT DR policy, Octo Property commits to backing up the database a minimum of every 24 hours and, should a disaster incident occur, recovering and making live the Service within two business days.

Relationship of the Parties and Third Party Rights

11.2 Nothing in this Agreement is intended to or shall give rise to a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

Prevention of Corruption

11.3 Each Party warrants that in entering into this Agreement it has not committed any Prohibited Act (defined below).

11.4 If a Party or any subcontractor of that Party (or anyone employed by or acting on behalf of any of them) or any of its or their agents commits any Prohibited Act, that act shall be considered a material breach subject to the provisions of Clause 11.6 above (Termination). Depending on the circumstances of the breach, such remedy may include, but shall not be limited to:

11.4.1 The termination of employment (or instruction, if a subcontractor) of the person(s) committing the Prohibited Act;

11.4.2 If necessary, procuring the continued performance of the Agreement (in Octo Property's case, the Service) by another person(s); and/or

11.4.3 An undertaking by a sufficiently senior executive (director level or above) that the Prohibited Act has been fully investigated and remedied, to the reasonable satisfaction of the innocent Party.

11.5 For the purposes of this Clause 12.5, the term "**Prohibited Act**" means

11.5.1 The offering, promising or giving of a financial or other advantage to another person (whether directly or through a third party) with the intention to induce that person to perform improperly a relevant function or activity or to reward that person for the improper performance of such a function or activity or knowing or believing that the acceptance of the advantage would constitute the improper performance of such a function or activity; and/or

11.5.2 The requesting, agreeing to receive or acceptance of a financial or other advantage intending that, in consequence, a relevant function or activity should be performed improperly (whether by that person or another person) or improperly performing a relevant function or activity in anticipation of receiving or accepting a financial or other advantage; and/or

11.5.3 The offering, promising or giving of a financial or other advantage to another person (whether directly or through a third party) who is a foreign public official (as defined in the United Kingdom Bribery Act 2010) intending to influence the performance of that foreign public official's functions (whether in the exercise or in omitting to exercise those functions) or otherwise to use the foreign public official's position in order to obtain or retain business or an advantage in the conduct of business; and/or

11.5.4 Without limiting the foregoing, any act that is in breach of applicable Law, including those relating to anti-bribery and anti-corruption (including the UK Bribery Act 2010 and US Foreign & Corrupt Practices Act as they may be amended).

11.6 In the definition of Prohibited Act above:

11.6.1 A "person" includes an individual, partnership, body corporate or other recognized commercial organization; and

11.6.2 A "relevant function or activity" shall mean a function or activity if it is of a public nature, or is connected with a business, or is performed in the course of a person's employment or is performed on behalf of a body of persons (whether corporate or unincorporated) and the person performing the function or activity is expected to perform it in good faith, or impartially, or is in a position of trust by virtue of performing it (failure of any one of the above conditions being improper performance of that function or activity) regardless of where in the world such function or activity is performed or should be performed.

Notices

11.7 All notices under this Agreement shall be in writing and shall be deemed to have been given upon:

11.7.1 Personal delivery;

11.7.2 The third business day after first class mailing; or

11.7.3 The second business day after sending by email with electronic confirmation of receipt. Notices to Octo Property shall be addressed

to **support@octoproperty.com**

11.8 Notices to the Customer shall be addressed to the party set forth under the applicable subscriptions and/or purchases through the Service. Each Party may modify its recipient of notices by providing notice pursuant to this Agreement.

Waiver and Cumulative Remedies.

11.9 The failure to exercise or delay in exercising a right or remedy provided to a party under this Agreement shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision.

11.10 The rights and remedies of the Parties under and in connection with this Agreement are cumulative and not exclusive of any rights and remedies provided by law, and all such rights and remedies may be enforced separately or concurrently with any other right or remedy. Each Party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and performance of this Agreement and the transactions and arrangements contemplated by this Agreement.

Force Majeure

11.11 Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable in accordance with this Agreement) for causes beyond that Party's reasonable control and not caused by that Party's fault, or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving Octo Property or Customer employees, respectively), computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility (a "**Force Majeure Event**"), but in each case, only if and to the extent that the non-performing Party is without fault in causing such failure or delay, and the failure or delay could not have been prevented by reasonable precautions and measures and cannot reasonably be circumvented by the non-conforming Party through the use of alternate sources, workaround plans, disaster recovery, business continuity measures or other means. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Assignment

11.12 The Customer may not assign any of its rights or obligations in accordance with this Agreement, whether by operation of law or otherwise, without the prior written consent of Octo Property (which will not be unreasonably withheld). Any attempt by the Customer to assign its rights or obligations under this Agreement in breach of this Clause 11.12 shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

11.13 Octo Property may assign all of its rights or obligations in accordance with this Agreement to any of its group companies, subsidiaries and/or affiliates.

Disputes

11.14 If there is a dispute between the parties in relation to this Agreement (or any previous version of this Agreement), either party must give the other party notice of the nature and details of the dispute, and neither party will commence any Court or arbitration proceedings until the procedure described in this section has been complied with.

11.15 Within ten (10) business days of receipt of the notice of dispute, senior managers of the parties shall meet either in person or via electronic means as agreed to endeavour to resolve the dispute in good faith. If the dispute is not resolved within twenty (20) business days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation.

11.16 If the dispute cannot be resolved through mediation, then either party may refer the dispute to for adjudication in the Courts according to clause 13 below.

12. Governing Law and Jurisdiction

12.1 You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with this Agreement which have not been resolved through negotiation in good faith or mediation.

Miscellaneous

12.2 This Agreement, and the subscriptions and/or purchases through the Service, constitutes the entire agreement between the Parties with respect to the subject matter in this Agreement. In the event of a conflict, the provisions of any subscriptions and/or purchases through the Service shall take precedence over provisions of the body of this Agreement. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

12.3 If any provision of this Agreement is or becomes, or is declared by any competent court or body to be, illegal, invalid or unenforceable this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.

12.6 The Customer permits Octo Property to use the Customer's name and logo in lists of Customers, on marketing materials and on its website subject to a prior written request made to the Customer from Octo Property.

13. Definitions

Account

A registered account with Octo Property for the use of the Service

Affiliate

Any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than fifty per cent (50%) of the voting interests of the subject entity

Authorised User

Any of the Customer's: (a) employees; (b) consultants; (c) service providers; (d) contractors; (e) agents; (f) Customer Tenants; and (g) third party providers, authorised to access the Service by the Customer, through their personalised username and password, created by the Customer using Octo Property products and services.

Confidential Information

(a) any software utilised by Octo Property in the provision of the Service and its respective source code; (b) Customer Data; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing Customers "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions, pricing and/or any discounts relating to this Agreement (but not its existence or parties).

Customer Data

The electronic data or information submitted by the Customer or Authorised User to the Service, which may include Personal Data.

Customer Input

Suggestions, enhancement requests, recommendations or other feedback provided by Customer and an Authorised User relating to the operation or functionality of the Service.

Customer Tenant

any tenant who is given access to the Service by the Customer to complete their respective tenancy process, make payments or access other services.

Documentation

The supporting documents that outline the use of the software. This includes but is not limited to, Octo Property's Service Level Agreement, Fair Usage Policy and Quality Assurance Policy.

Intellectual Property Rights

Any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

Law(s)

Any local, state, national and/or foreign law or laws, treaties, and/or regulations applicable to a respective party.

Malicious Code

A breach (including an anticipatory breach) which is serious in the widest sense of having a serious effect on the benefit which the party alleging the material breach would otherwise derive from a substantial portion of this Agreement over the term of

this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

Personal Data

Any information that relates to an identified or identifiable individual.

Service

Octo Property's software-as-a-service property management platform as described in the Documentation.

Supporting Documentation

Octo Property's electronic user guide for the Service available at <https://www.octoproperty.com>, which may be updated by Octo Property from time to time.

We, Our, Us or Octo Property Online

Octo Property Limited (United Kingdom company number SC659721) and any of our related companies.