



## BOLD AND REEVES LIMITED

### SAAS TERMS

These current consolidated SaaS Terms were published on 28<sup>th</sup> Feb 2025. For details of Updated provisions, see: <https://www.boldandreeves.com>

#### Definitions and interpretation

- 1.1 The definitions and rules of interpretation set out in Schedule 1 shall apply to the Agreement.
- 1.2 In the Agreement:
  - 1.2.1 each Subscription Agreement entered into by the Customer shall form a separate agreement, incorporating these SaaS Terms together with the Addendums and the Policies (the **Agreement**);
  - 1.2.2 in the event of any conflict in respect of the provisions of the Agreement and/or the documents referred to in it the following order of priority shall prevail (in descending order of priority):
    - (a) the Subscription Agreement;
    - (b) the Addendums;
    - (c) the Policies; and
    - (d) the SaaS Terms;

and subject to the order of priority between documents in clause 1.2.2, Updated documents shall prevail over earlier versions if there is any conflict or inconsistency between them.

- 1.3 Any obligation of Bold and Reeves under the Agreement to comply with or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws with the United Kingdom as generally applicable to businesses and to providers of software as a service solutions. Such obligations shall not be construed to create any obligation on Bold and Reeves (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations outside of the United Kingdom.

## 2 Rights of use

- 2.1 Upon the Trial Start Date or Subscribed Services Start Date (as applicable) and subject to the terms of the Agreement, Bold and Reeves grants the Customer a non-exclusive, non-transferable, right and licence to allow Authorised Users to use the Subscribed Services, during the Trial Period (where applicable) and the Subscription Period for the Permitted Purpose. Only the Authorised Users identified in the Subscription Agreement are permitted to use the Subscribed Services and the rights set out in the Agreement do not extend to any affiliates or associated companies of the Customer.
- 2.2 The Customer acknowledges that:
  - 2.2.1 access to the Subscribed Services, whether there is a Trial or not, requires the provision of the Production Set-Up Services by Bold and Reeves, the scope of which and associated Production Set-Up Fees, shall be as set out in the Subscription Agreement;
  - 2.2.2 use of the Subscribed Services is at all times subject to the Customer's compliance with the Agreement and any requirements identified in the Agreement (including all minimum system requirements).
- 2.3 The Customer acknowledges that the Services do not include:



- 2.3.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);
- 2.3.2 dedicated data back up or disaster recovery facilities; or
- 2.3.3 legal, accounting or other professional or regulated services and that, except as expressly stated in the Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

### **3 Trial**

- 3.1 Where Bold and Reeves agrees to provide the Customer with a Trial, the relevant provisions of that Trial, including the Trial Start Date, Trial Period, any training to be provided and any fees or other provisions associated with the Trial shall be set out in the relevant Subscription Agreement.
- 3.2 Subject to the remainder of this clause, the Trial shall enable Authorised Users to use the Subscribed Services in full for the Trial Period. The Customer acknowledges that optional system components may be switched on or off during the Trial Period.
- 3.3 At the end of the Trial Period, where the Customer wishes to continue to use the Subscribed Services, the terms of the Agreement will continue and the Production Set-Up Fees and Subscription Fees will be invoiced to the Customer in accordance with clause 7.2.
- 3.4 Where the Customer does not wish to continue to use the Subscribed Services, the Customer shall cease to use the Subscribed Services at the end of the Trial Period, the Agreement will terminate and the provisions of clause 18 shall apply.
- 3.5 Bold and Reeves shall use reasonable endeavours to incorporate suggestions made by Authorised Users during the Trial into the Subscribed Services but shall not be obliged to do so.

### **4 Customer Obligations**

- 4.1 The Customer shall ensure that only Authorised Users use the Subscribed Services and that such use is at all times in accordance with the Agreement.
- 4.2 The Customer shall:
  - 4.2.1 be liable for the acts and omissions of the Authorised Users as if they were its own;
  - 4.2.2 only provide Authorised Users with access to the Subscribed Services via the access method provided by Bold and Reeves and shall not provide access to (or permit access by) anyone other than an Authorised User; and
  - 4.2.3 procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Customer under the Agreement, including all obligations and restrictions relating to Bold and Reeves's Confidential Information.
- 4.3 The Customer warrants and represents that it, and all Authorised Users shall, keep confidential and not share with any third party their password or access details for the Subscribed Services.
- 4.4 The Customer shall, and shall ensure all Authorised Users shall, at all times comply with the Acceptable Use Policy.



- 4.5 If any password or access details have been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such individual's access and notify Bold and Reeves immediately.
- 4.6 The Customer shall, and shall ensure all Authorised Users shall, at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications.
- 4.7 The Customer shall comply, and shall ensure all Authorised Users comply, with all applicable laws, rules, and regulations governing export that apply to the Subscribed Services and the Customer Data (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Subscribed Services or the Customer Data (or any part) to, or access or use the Subscribed Services or the Customer Data (or any part) in any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, the United States, the European Union or any of its member states, without first obtaining such licence or other approval. Without prejudice to Bold and Reeves's obligations under the Data Protection Addendum, the Customer shall be solely responsible for ensuring its access, importation and use of the Subscribed Services and the Customer Data complies with all export and other laws.
- 4.8 The Customer shall indemnify, keep indemnified and hold harmless Bold and Reeves from and against any losses, claims, damages, liability, Data Protection Losses, costs (including legal and other professional fees) and expenses incurred by it as a result of the Customer's or its Authorised User's breach of the Agreement.

## **5 Support Services and Additional Services**

- 5.1 Support Services shall be available for the Subscribed Services for the duration of the Trial Period (as applicable) and the Subscription Period, to the extent and in the manner specified in the Support and Maintenance Terms and the Subscription Agreement (as applicable).
- 5.2 Bold and Reeves shall use reasonable endeavours to notify the Customer in advance of scheduled maintenance, but the Customer acknowledges that it may receive no advance notification for downtime caused by a Force Majeure Event or for other emergency maintenance.
- 5.3 Where agreed in a Subscription Agreement, or otherwise in writing by the Parties, Bold and Reeves will provide the Additional Services in accordance with the Agreement.

## **6 Changes to services and terms**

- 6.1 Bold and Reeves may at its absolute discretion make, and notify the Customer of, updated versions of the documents referred to in clause 1.2.2 or other documents referred to in any part of the Agreement (excluding in each case the Subscription Agreement). Bold and Reeves shall notify the Customer of such update by email (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which Bold and Reeves elects (**Update Notification**).
- 6.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of the Agreement from the date 30 Business Days after the Update Notification of such revised document(s) (the **Update**) (or at such later date as Bold and Reeves may specify).
- 6.3 The Customer acknowledges that Bold and Reeves shall be entitled to modify the features and functionality of the Subscribed Services. Bold and Reeves shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the Subscribed Services by Bold and Reeves's customers generally. Bold and Reeves may, without limitation to the generality of this clause 6.3, establish new limits on the Subscribed Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Subscribed Services,



remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents.

## **7 Fees**

7.1 The Fees and any other charges (including expenses) expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the Subscription Agreement.

7.2 Unless otherwise set out in the Subscription Agreement, Bold and Reeves shall invoice the Customer as follows:

7.2.1 Subscription Fees: annually or monthly (as specified in the Subscription Agreement) in advance for all Subscription Fees; and

7.2.2 Production Set-Up Fees:

- (a) where there is no Trial, on signature of the Subscription Agreement; and
- (b) where there is a Trial at the end of the Trial Period.

7.3 All invoices shall be paid within 14 calendar days of the date on the invoice.

7.4 The Fees are exclusive of VAT or other applicable taxes which shall be payable by the Customer at the rate and in the manner prescribed by law.

7.5 Fees payable to Bold and Reeves under the Agreement shall be paid into Bold and Reeves's bank account by wire transfer unless otherwise notified by Bold and Reeves to the Customer in writing in accordance with the Agreement.

7.6 Bold and Reeves shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

7.7 Bold and Reeves shall be entitled to increase the Fees for any and all Services at any time by notice to the Customer provided that Bold and Reeves shall:

7.7.1 not increase the Fees on less than 90 days prior notice to the Customer; and

7.7.2 not increase the Fees more than once in any 12-month period.

Where the Fees have been paid annually in advance, any increase in the Fees shall not apply until the next annual payment is due.

7.8 To the extent the Agreement terminates (other than due to termination by the Customer under clause 17.5), the Customer shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

## **8 Warranties**

8.1 Subject to the remainder of this clause 8, Bold and Reeves warrants that:

8.1.1 the Subscribed Services are provided as demonstrated when used in accordance with the Agreement under normal use and normal circumstances during the Trial Period (as applicable) and the Subscription Period; and

8.1.2 it shall provide each of the Services with reasonable care and skill.



- 8.2 The Subscribed Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that Bold and Reeves shall have no liability for any such delays, interruptions, errors or other problems.
- 8.3 If there is a breach of any warranty in clause 8.1 Bold and Reeves shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) refund the Fees for the impacted Services which were otherwise payable for the period during which Bold and Reeves was in breach of any such warranty (provided such period is at least 7 consecutive days). To the maximum extent permitted by law, this clause 8.3 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 8.1.
- 8.4 The warranties in clause 8.1 are subject to the limitations set out in clause 15 and shall not apply to the extent that any error in the Subscribed Services arises as a result of:
- 8.4.1 incorrect operation or use of the Subscribed Services by the Customer or any Authorised User;
  - 8.4.2 use of the Subscribed Services other than for the purposes intended;
  - 8.4.3 use of the Subscribed Services with other software or services or on equipment with which it is incompatible (unless Bold and Reeves recommended or required the use of that other software or service or equipment);
  - 8.4.4 any act by any third party (including hacking or the introduction of any virus or malicious code) where such act is not foreseeable or preventable by Bold and Reeves using reasonable care and skill;
  - 8.4.5 any modification of the Subscribed Services (other than that undertaken by Bold and Reeves or at its direction); or
  - 8.4.6 any breach of the Agreement by the Customer or by any Authorised User.
- 8.5 The Customer acknowledges that no liability or obligation is accepted by Bold and Reeves (howsoever arising whether under contract, tort, in negligence or otherwise):
- 8.5.1 that the Subscribed Services shall meet the Customer's individual needs, whether or not such needs have been communicated to Bold and Reeves;
  - 8.5.2 that the operation of the Subscribed Services shall not be subject to errors or defects and Bold and Reeves does not guarantee that the Subscribed Services will be uninterrupted or error free or that defects will be corrected; or
  - 8.5.3 that the Subscribed Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly stated by Bold and Reeves.
- 8.6 Other than as set out in this clause 8, and subject to clause 15.6, all warranties, conditions, terms, undertakings or obligations whether express or implied by statute, common law or otherwise and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the extent permitted by law.

## **9 Intellectual property**

- 9.1 All Intellectual Property Rights in and to the Subscribed Services and Bold and Reeves Materials belong to and shall remain vested in Bold and Reeves or the relevant third-party owner. To the extent that the Customer, any Authorised User or any person acting on its or their behalf acquires any



Intellectual Property Rights in the Subscribed Services or Bold and Reeves Materials, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Bold and Reeves or such third party as Bold and Reeves may elect. The Customer shall execute all such documents and do such things as Bold and Reeves may consider necessary to give effect to this clause 9.1.

- 9.2 Unless otherwise stated in the Subscription Agreement, Bold and Reeves has no obligation to deliver any copies of any software to the Customer in connection with the Agreement.
- 9.3 The Customer and Authorised Users may be able to store or transmit Customer Data using the Subscribed Services and the Subscribed Services may interact with the Customer Systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for Bold and Reeves (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data and the Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform Bold and Reeves's rights, remedies and obligations under the Agreement.
- 9.4 Bold and Reeves may use any feedback and suggestions for improvement relating to the Services provided by the Customer or any Authorised User without charge or limitation (**Feedback**). The Customer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Bold and Reeves at the time such Feedback is first provided to Bold and Reeves.
- 9.5 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to Bold and Reeves under the Agreement.
- 9.6 Except for the rights expressly granted in the Agreement, the Customer and its Authorised User shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Subscribed Services or Bold and Reeves Materials and no Intellectual Property Rights of either party are transferred or licensed as a result of the Agreement.

## **10 Defence against infringement claims**

- 10.1 Subject to clauses 10.2 and 10.5, Bold and Reeves shall:
- 10.1.1 defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Subscribed Services infringes any copyright, database right or registered trade mark, registered design right or registered patent in the United Kingdom (an **IP Claim**); and
- 10.1.2 pay, subject to clause 10.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.
- 10.2 For the provisions of clause 10.1 to apply the Customer shall:
- 10.2.1 promptly (and in any event within 5 Business Days) notify Bold and Reeves upon becoming aware of any actual or threatened IP Claim and provide full written particulars;
- 10.2.2 make no comment or admission and take no action that may adversely affect Bold and Reeves's ability to defend or settle the IP Claim;
- 10.2.3 provide all assistance reasonably required by Bold and Reeves subject to Bold and Reeves paying the Customer's reasonable costs; and
- 10.2.4 give Bold and Reeves sole authority to defend or settle the IP Claim as Bold and Reeves considers appropriate.



- 10.3 The provisions of clause 15 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 10.1.
- 10.4 In the event of any IP Claim, Bold and Reeves may in its sole discretion, procure for the Customer the right to continue to use the Subscribed Services, or modify the Subscribed Services so that they are no longer subject to an IP Claim, or elect to terminate the Agreement immediately by written notice and refund to the Customer on a pro-rata basis any unused proportion of Subscription Fees paid in advance. This clause 10.4 is without prejudice to the Customer's rights and remedies under clause 10.1.
- 10.5 Bold and Reeves shall have no liability or obligation under this clause 10 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:
- 10.5.1 any modification of the Subscribed Services other than by Bold and Reeves or without Bold and Reeves's express written approval;
  - 10.5.2 any Customer Data;
  - 10.5.3 any Open Source Software;
  - 10.5.4 any breach of the Agreement by the Customer or an Authorised User;
  - 10.5.5 installation or use of the Subscribed Services by Customer or an Authorised User otherwise than in accordance with the Agreement;
  - 10.5.6 installation or use of the Subscribed Services in combination with any software, hardware or data that has not been supplied or expressly authorised by Bold and Reeves; or
  - 10.5.7 use of any version of the Subscribed Services other than the most current version.
- 10.6 Subject to clause 15.6, the provisions of this clause 10 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

## **11 Customer Systems and Customer Data**

- 11.1 Customer Data shall at all times remain the property of the Customer or its licensors.
- 11.2 Except to the extent Bold and Reeves has direct obligations under data protection laws, the Customer acknowledges that Bold and Reeves is not responsible for the accuracy, quality, integrity and legality of the Customer Data and Bold and Reeves has not obligations to actively monitor the Customer Data. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Services) complies with all applicable laws.
- 11.3 If Bold and Reeves becomes aware of any allegation that any Customer Data is not in compliance with applicable laws or is in breach of the Acceptable Use Policy or any other part of the Agreement, Bold and Reeves shall have the right to permanently delete or otherwise remove or suspend access to such Customer Data. Where required Bold and Reeves may disclose Customer Data to law enforcement authorities, in each case without the need to consult the Customer. Where reasonably practicable and lawful Bold and Reeves shall notify the Customer before taking such action.
- 11.4 Except where the Customer requires return of the Customer Data in accordance with clause 18.2, or where otherwise agreed in the Subscription Agreement, Bold and Reeves shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Trial Period (where applicable) and the Subscription Period. The Customer



acknowledges and agrees that it is responsible for maintaining safe backups and copies of their own data, including as necessary to ensure the continuation of the Customer's business.

- 11.5 Bold and Reeves may, at its sole discretion, undertake backups of the Subscribed Services (which may or may not include Customer Data) for its own business continuity purposes.

## **12 Confidentiality and security of Customer Data**

- 12.1 Bold and Reeves shall maintain the confidentiality of the Customer Data and shall not without the prior written consent of the Customer or in accordance with the Agreement, disclose or copy the Customer Data other than as necessary for the performance of the Services or its express rights and obligations under the Agreement.

- 12.2 Bold and Reeves shall implement technical and organisational security measures in accordance with the Information Security Addendum.

- 12.3 Bold and Reeves:

12.3.1 undertakes to disclose the Customer Data only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Agreement or as otherwise reasonably necessary for the provision or receipt of the Services, and

12.3.2 shall be responsible to the Customer for any acts or omissions of any of the persons referred to in clause 12.3.1 in respect of the confidentiality and security of the Customer Data as if they were Bold and Reeves's own.

- 12.4 The provisions of this clause 12 shall not apply to information which:

12.4.1 is or comes into the public domain through no fault of Bold and Reeves, its officers, employees, agents or contractors;

12.4.2 is lawfully received by Bold and Reeves from a third party free of any obligation of confidence at the time of its disclosure;

12.4.3 is independently developed by Bold and Reeves (or any person acting on its behalf), without access to or use of such Confidential Information; or

12.4.4 is required by law, by court or governmental or regulatory order to be disclosed,

provided that clauses 12.4.1 to 12.4.3 (inclusive) shall not apply to Protected Data.

- 12.5 To the extent any Customer Data is Protected Data, Bold and Reeves shall ensure that such Customer Data may be disclosed or used only to the extent such disclosure or use does not conflict with any of Bold and Reeves's obligations under the Data Protection Addendum. Clauses 12.1 to 12.4 (inclusive) are subject to this clause 12.5.

- 12.6 This clause 12 shall survive the termination of the Agreement for a period of 5 years.

## **13 Bold and Reeves's Confidential Information**

- 13.1 The Customer shall maintain the confidentiality of Bold and Reeves's Confidential Information and shall not without the prior written consent of Bold and Reeves, disclose, copy or modify Bold and Reeves's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under the Agreement.





- 13.2 The Customer undertakes to:
- 13.2.1 disclose Bold and Reeves's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Agreement;
  - 13.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 13; and
  - 13.2.3 be responsible for the acts and omissions of those third parties referred to in this clause 13.2 as if they were the Customer's own acts or omissions.
- 13.3 The Customer shall give notice to Bold and Reeves of any unauthorised use, disclosure, theft or loss of Bold and Reeves's Confidential Information immediately upon becoming aware of the same.
- 13.4 The provisions of this clause 13 shall not apply to information which:
- 13.4.1 is, or becomes, in the public domain through no fault of the Customer, its officers, employees, agents or contractors (save that any publicly available information shall be classified as Confidential Information where it is compiled in a form that is not in the public domain);
  - 13.4.2 is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;
  - 13.4.3 is developed by or on behalf of the Customer in circumstances where the Customer has not had direct or indirect access to the Bold and Reeves Confidential Information, provided that the Customer provides satisfactory evidence of the same to Bold and Reeves;
  - 13.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies Bold and Reeves at the earliest opportunity before making any disclosure; or
  - 13.4.5 Bold and Reeves agrees in writing does not constitute Confidential Information.
- 13.5 This clause 13 shall survive the termination of the Agreement for a period of 10 years.

#### **14 Monitoring compliance and Data Analytics**

- 14.1 Bold and Reeves may monitor, collect, store and use information on the use and performance of the Subscribed Services (including Customer Data):
- 14.1.1 to ensure compliance by the Customer and its Authorised Users with the terms of the Agreement; and
  - 14.1.2 to detect threats or errors to the Subscribed Services and/or Bold and Reeves's operations; and
  - 14.1.3 in an aggregated and anonymized, de-identified, or otherwise obfuscated manner, including to compile statistical and performance information relating to the provision and operation of the Subscribed Services ("**Aggregated Data**"). As between Bold and Reeves and Customer, all right, title, and interest in Aggregated Data, and all Intellectual Property Rights therein, belong to and are retained solely by Bold and Reeves. Customer acknowledges that Bold and Reeves may compile Aggregated Data based on data input into the Subscribed Services by Customer. Customer agrees that Bold and Reeves may make Aggregated Data publicly available in compliance with applicable law and use Aggregated Data to the extent and in the



manner permitted under applicable law provided that such Aggregated Data do not identify Customer or Customer's Confidential Information; and

14.1.4 for the purposes of the further development and improvement of the Subscribed Services and Bold and Reeves's other services,

provided that such activities at all times comply with the Privacy Policy and Data Protection Addendum.

14.2 This clause 14 shall survive termination of the Agreement for a period of 12 months.

## **15 Limitation of liability**

15.1 The extent of Bold and Reeves's liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 15.

15.2 Subject to clause 15.6, Bold and Reeves's total aggregate liability howsoever arising under or in connection with the Agreement shall not exceed the greater of:

15.2.1 an amount equal to the Subscription Fees paid to Bold and Reeves in the 12 month period immediately preceding the first incident giving rise to any claim under the Agreement (where Subscription Fees are made annually); or

15.2.2 an amount equal to 12 times the Subscription Fees paid or payable to Bold and Reeves for the Subscribed Services provided in the first month of the Subscription Period (where Subscription Fees are paid monthly).

15.3 In respect to any Trial where no Subscription Fees are paid or payable, the provisions of clause 15.2 shall still apply and shall be based on the Subscription Fees agreed in the Subscription Agreement as due following the end of the Trial Period (whether or not the Agreement continues at the end of the Trial Period).

15.4 Subject to clause 15.6, Bold and Reeves shall not be liable for consequential, indirect or special losses.

15.5 Subject to clause 15.6, Bold and Reeves shall not be liable for any of the following (whether direct or indirect):

15.5.1 loss of profit or trading losses;

15.5.2 destruction, loss of use or corruption of data;

15.5.3 loss or corruption of software or systems;

15.5.4 loss or damage to equipment;

15.5.5 loss of use;

15.5.6 loss of production;

15.5.7 loss of contract;

15.5.8 loss of commercial opportunity;

15.5.9 loss of savings, discount or rebate (whether actual or anticipated); and/or

15.5.10 harm to reputation or loss of goodwill; *and/or*



15.5.11 wasted expenditure.

15.6 Notwithstanding any other provision of this Agreement, Bold and Reeves's liability shall not be limited in any way in respect of the following:

15.6.1 death or personal injury caused by negligence;

15.6.2 fraud or fraudulent misrepresentation; or

15.6.3 any other losses which cannot be excluded or limited by applicable law.

15.7 To the maximum extent permitted by law, Bold and Reeves shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of the Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any breach of the Agreement by the Customer or an Authorised User of by any Force Majeure Event.

## **16 Suspension**

16.1 Bold and Reeves may suspend access to the Subscribed Services (or any part) to all or some of the Authorised Users if:

16.1.1 Bold and Reeves suspects that there has been any misuse of the Subscribed Services or other breach of the Agreement;

16.1.2 the Customer fails to pay any sums due to Bold and Reeves by the due date for payment; or

16.1.3 required by law, by court or governmental or regulatory order.

16.2 Where the reason for the suspension is suspected misuse of the Subscribed Services or other breach of the Agreement, without prejudice to its rights under clause 17, Bold and Reeves will take steps to investigate the issue and may restore or continue to suspend access to the Subscribed Services at its discretion.

16.3 In relation to suspensions under clause 16.1.2, access to the Subscribed Services will be restored promptly after Bold and Reeves receives payment in full and cleared funds.

16.4 Fees shall remain payable during any period of suspension notwithstanding that the Customer, or some or all of the Authorised Users may not have access to the Subscribed Services.

## **17 Term, Renewals and termination**

17.1 The Agreement shall come into force on the Subscription Agreement Effective Date and, unless terminated earlier in accordance with its terms, shall continue:

17.1.1 where there is a Trial, for the Trial Period followed by the Subscription Period (unless the Agreement ends at the end of the Trial Period);

17.1.2 where there is no Trial, the Subscription Period.

17.2 Where the Customer is participating in a Trial the provisions of clause 3.3 shall apply where the Customer continues to use the Subscribed Services and the provisions of clause 3.4 shall apply where either party notifies the other prior to the end of the Trial Period that it does not wish to continue with the Services.

17.3 Unless the Subscription Agreement specifies otherwise and subject to clause 17.4, on expiry of the Subscription Period indicated in the Subscription Agreement, the Subscription Period shall continue



and automatically renew for further periods equal to the initial Subscription Period indicated in the Subscription Agreement (each a **Renewal Period**).

- 17.4 If either party wishes for the Subscription Period to expire at the end of the then current Renewal Period, it may cause the Subscribed Services to expire at the end of that Renewal Period by notice, provided such notice is served on the other party at least 90 days prior to the end of that Renewal Period. If notice is not served within the timeframes set out in this clause 17.4, the Subscribed Services shall renew for a further Renewal Period.
- 17.5 Either party may terminate the Agreement immediately at any time by giving notice in writing to the other party if:
- 17.5.1 the other party commits a material breach of the Agreement and such breach is not remediable;
- 17.5.2 the other party commits a material breach of the Agreement which is not remedied within 20 Business Days of receiving written notice of such breach; or
- 17.5.3 the other party has failed to pay any amount due under the Agreement on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue.
- 17.6 Bold and Reeves shall be entitled to terminate the Agreement immediately by giving notice in writing to the Customer if there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 17.7 Any breach by the Customer of the Acceptable Use Policy or of clauses 4 and 9 shall be deemed a material breach of the Agreement under clause 20.2.1.

## **18 Consequences of termination**

- 18.1 Immediately on termination of the Agreement (for any reason), the rights granted by Bold and Reeves under the Agreement shall terminate and the Customer shall (and shall procure that each Authorised User shall):
- 18.1.1 stop using the Subscribed Services; and
- 18.1.2 destroy and delete or, if requested by Bold and Reeves, return any copies of the Confidential Information in its possession or control (or in the possession or control of any person acting on behalf of any of them).
- 18.2 Bold and Reeves shall destroy or otherwise dispose of the Customer Data in its possession, unless Bold and Reeves receives, no later than 10 days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the Customer Data in the appropriate industry-standard format. Bold and Reeves shall use reasonable commercial endeavours to deliver the Customer Data to the Customer within reasonable timeframe, provided that the Customer has, at that time, paid any fees outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data.
- 18.3 Termination of the Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination and shall not affect any provision of the Agreement that is expressly or by implication intended to continue beyond termination including clauses 4.4 to 4.8, 9. 15.

- 19 Non-solicitation.** The Customer shall not, without the prior written consent of Bold and Reeves, for the duration of the Agreement, and for a period of 3 years following termination, directly or indirectly



induce or attempt to induce any employee or contractor of Bold and Reeves who has been engaged in the provision of the Services to leave the employment or service of Bold and Reeves.

**20 Entire agreement.** The parties agree that the Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement. Neither party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Agreement. Nothing in the Agreement purports to limit or exclude any liability for fraud.

## **21 Notices**

21.1 Any notice given by a party under the Agreement shall be:

21.1.1 in writing and in English;

21.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

21.1.3 sent to the relevant party at the address set out in the Subscription Agreement.

21.2 Notices may be given, and are deemed received:

21.2.1 by hand: on receipt of a signature at the time of delivery;

21.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

21.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and

21.2.4 by email: at the time of confirmed delivery to the recipient, or, if this time falls outside business hours in the place of receipt, when business hours resume.

21.3 Any change to the contact details of a party shall be communicated to the other party in accordance with clause 21.1 and shall be effective:

21.3.1 on the date specified in the notice as being the date of such change; or

21.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

21.4 This clause does not apply to notices given in legal proceedings or arbitration.

## **22 Variation**

22.1 No variation of the Agreement shall be valid or effective unless it is:

22.1.1 an Update made in accordance with the Agreement; or

22.1.2 made in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.

**23 Assignment and subcontracting.** Except as expressly provided in the Agreement, Bold and Reeves may at any time assign, sub-contract, sub-licence, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement. Except as expressly permitted by the Agreement, the Customer shall not assign, transfer, sub-contract, sub-



licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement (including the licence rights granted), in whole or in part, without Bold and Reeves's prior written consent.

- 24 Set off.** Each party shall pay all sums that it owes to the other party under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 25 No partnership or agency.** The parties are independent and are not partners or principal and agent and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitment on the other party's behalf.
- 26 Severance.** If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected. If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 27 Waiver.** No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under the Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy. A waiver of any term, provision, condition or breach of the Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.
- 28 Costs and expenses.** Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement (and any documents referred to in it).
- 29 Third party rights.** A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- 30 Authority.** Each party represents and warrants to the other that it has the right, power and authority to enter into the Agreement and grant to the other the rights (if any) contemplated in the Agreement and to perform its obligations under the Agreement.
- 31 Language.** The language of the Agreement is English. All documents, notices, waivers, variations and other written communications relating to the Agreement shall be in English. If the Agreement and any document relating to it is translated, the English version shall prevail.
- 32 Governing law.** The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 33 Jurisdiction.** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).



## SCHEDULE 1 DEFINITIONS AND INTERPRETATION

1. In the Agreement defined terms have the following meanings:

<b>Addendums</b>	the Data Protection Addendum and the Information Security Addendum;
<b>Additional Services Fees</b>	in respect of the Additional Services, the fees payable by the Customer in consideration of the Additional Services;
<b>Additional Services</b>	any additional services, including additional training or workshops, enhanced support, or other services requested by the Customer and provided by Bold and Reeves as agreed and set out in the Subscription Agreement or otherwise in writing by the parties at the relevant time;
<b>Authorised Company</b>	the company, including its employees or contractors, set out in the Subscription Agreement as authorised to use the Subscribed Services in accordance with the terms of the Agreement;
<b>Authorised Company Client</b>	each client of the Authorised Company for whom the Authorised Company provides property management services and who is authorised to use the Subscribed Services in accordance with the terms of the Agreement;
<b>Authorised Users</b>	the Authorised Company and each Authorised Company Client;
<b>Bold and Reeves</b>	a company incorporated in England and Wales whose registered number is 08177776 and whose registered office is at 52 Mount Street, London, W1K 2SF;
<b>Bold and Reeves's Confidential Information</b>	all information (whether in oral, written or electronic form) relating to Bold and Reeves's business which may reasonably be considered to be confidential in nature including any know-how, trade secrets, financial, commercial, technical, tactical or strategic information, all information produced, developed or derived from information disclosed pursuant to Agreement and all information agreed to be, or marked as, confidential. All information relating to the Fees and any other technical or operational specifications or data relating to the Subscribed Services shall be part of Bold and Reeves's Confidential Information;
<b>Bold and Reeves Materials</b>	all the Materials provided or made available by or on behalf of Bold and Reeves in connection with the Services, but excluding all Customer Data;
<b>Business Day</b>	a day other than a Saturday, Sunday or bank or public holiday in England;
<b>Customer</b>	has the meaning given in the Subscription Agreement;
<b>Customer Data</b>	all data (in any form) that is provided to Bold and Reeves or uploaded or hosted on any part of the Subscribed Services by any Authorised User (but excluding Feedback as defined in clause 9.4);



<b>Customer Systems</b>	all software and systems used by any Authorised User in connection with the provision by Bold and Reeves of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);
<b>Data Protection Addendum</b>	the addendum identifying certain respective rights and obligations of the parties' in respect of personal data and privacy under the Agreement (as Updated from time to time), which is available at <a href="https://www.boldandreeves.com">https://www.boldandreeves.com</a>
<b>Data Protection Losses</b>	has the meaning given to that term in the Data Protection Addendum;
<b>Fees</b>	the Subscription Fees, Production Set-Up Fees, Additional Services Fees and any other amounts agreed under the Subscription Agreement to be payable to Bold and Reeves under the Agreement;
<b>Force Majeure Event</b>	an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement (provided that an inability to pay is not a Force Majeure Event), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;
<b>Information Security Addendum</b>	the addendum setting out the administrative, technical and physical safeguards Bold and Reeves take to protect Customer Data under the Agreement (as Updated from time to time), which is available at <a href="https://www.boldandreeves.com">https://www.boldandreeves.com</a>
<b>Intellectual Property Rights</b>	<p>copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software, mask works, topography rights, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case:</p> <ul style="list-style-type: none"><li>(a) whether registered or not;</li><li>(b) including any applications to protect or register such rights;</li><li>(c) including all renewals and extensions of such rights or applications;</li><li>(d) whether vested, contingent or future; and</li><li>(e) wherever existing;</li></ul>
<b>Materials</b>	all data, information, content, Intellectual Property Rights, websites, software and other materials;
<b>Open Source Software</b>	any software subject to a version of the General Public Licence, together with any other 'open source' software falling within the





Open Source Definition issued by the Open Source Initiative ([www.opensource.org/docs/osd](http://www.opensource.org/docs/osd)) at the date of the Agreement and any 'free software' as defined by the Free Software Foundation ([www.gnu.org/philosophy/free-sw.html](http://www.gnu.org/philosophy/free-sw.html)) at the date of the Agreement;

### **Permitted Purpose**

use solely for the Authorised Company's internal business operations which shall include the Authorised Company and the Authorised Company's Clients accessing and using the Subscribed Services, in accordance with the Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law:

- (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of the Subscribed Services;
- (b) permitting any use of the Subscribed Services in any manner by any third party or making the Subscribed Services (or any part) available to any third party other than the Authorised Company's Clients;
- (c) combining, merging or otherwise permitting the Subscribed Services (or any part of it) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part);
- (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Subscribed Services (or any part); or
- (e) bypassing, breaching or disabling any security or copy protection controls, digital rights management tool, or other protection used by the Subscribed Services,

except as expressly permitted under the Agreement.

### **Policies**

Bold and Reeves's:

- (a) policy on acceptable use of the Subscribed Services (as Updated from time to time), which is available at <https://www.boldandreeves.com> (the **Acceptable Use Policy**); and
- (b) privacy policy in relation to the Services (as Updated from time to time), which is available at <https://www.boldandreeves.com> (the **Privacy Policy**);

### **Production Set-Up Services**

the set-up services provided by Bold and Reeves to the Customer as set out in the Subscription Agreement;



<b>Production Set-Up Fees</b>	in respect of the Production Set-Up Services, the one-off fees payable by the Customer in consideration of the provision of the Production Set-Up Services as set out in the Subscription Agreement;
<b>Protected Data</b>	has the meaning given in the Data Protection Addendum;
<b>Renewal Period</b>	has the meaning given in clause 17.3;
<b>SaaS Terms</b>	the terms set out in the clauses and other provisions of this document (including Schedule 1), as Updated from time to time;
<b>Services</b>	the Subscribed Services, Production Set-Up Services and any Additional Services;
<b>Subscribed Services</b>	<p>the software services including the:</p> <ul style="list-style-type: none"><li>(a) proprietary cloud software platform that enables the Customer to efficiently conduct their property management business processes (the “<b>Platform</b>”);</li><li>(b) customer portal which provides customers with access to certain data held on the Platform available through the web and on an iOS app (the “<b>Portal</b>”);</li><li>(c) integration of the Platform and the Portal with a customer’s business processes and procedures (the “<b>Processes</b>”) (and <b>Subscribed Service</b> shall refer to each respective service separately); and</li><li>(d) any other software and systems agreed between the parties,</li></ul> <p>to which the Customer has subscribed as set out in the Subscription Agreement.</p>
<b>Subscribed Services Start Date</b>	the date Authorised Users can start to use the Subscribed Services as set out in the Subscription Agreement;
<b>Subscription Period</b>	subject to clause 17, the duration the Subscribed Services are to be provided as initially set out in the Subscription Agreement (following the Trial Period) and as varied in accordance with the Agreement;
<b>Subscription Agreement</b>	the Subscription Agreement (including its schedules, annexes and appendices (if any)) detailing the Services, incorporating these SaaS Terms (and as varied by the parties by agreement in writing from time to time);
<b>Subscription Agreement Effective Date</b>	the effective date of the Subscription Agreement which shall be the date of signature by the parties;
<b>Subscription Fee</b>	in respect of the Subscribed Services, the fees payable by the Customer as set out in the Subscription Agreement;



<b>Support and Maintenance Terms</b>	the terms relating to the Support Services provided by Bold and Reeves to the Customer (as Updated from time to time) which are available at <a href="https://www.boldandreeves.com">https://www.boldandreeves.com</a>
<b>Support Services</b>	in respect of the Subscribed Services, the support and maintenance services provided by Bold and Reeves to the Customer as described in the Support and Maintenance Services Terms;
<b>Trial</b>	a trial of the Subscribed Services by Authorised Users;
<b>Trial Period</b>	the duration of the Trial as set out in the Subscription Agreement;
<b>Trial Start Date</b>	the date Authorised Users can start to use the Subscribed Services as part of the Trial as set out in the Subscription Agreement;
<b>Update</b>	has the meaning given in clause 6.2, and <b>Updated</b> shall be construed accordingly;
<b>Update Notification</b>	has the meaning given in clause 6.1; and
<b>VAT</b>	United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

2. In the Agreement, unless otherwise stated:
  - 2.1 the clause, schedule or other headings in the Agreement are included for convenience only and shall have no effect on interpretation of the Agreement;
  - 2.2 Bold and Reeves and the Customer are together the **parties** and each a **party**, and a reference to a party includes that party's successors and permitted assigns;
  - 2.3 words in the singular include the plural and vice versa;
  - 2.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
  - 2.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);
  - 2.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
  - 2.7 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.



## BOLD AND REEVES LIMITED

### SUPPORT AND MAINTENANCE TERMS

These current consolidated Support and Maintenance Terms were published on 28<sup>th</sup> February 2025. For details of Updated provisions, see <https://www.boldandreeves.com>

#### 1 Definitions and Interpretation

1.1 In these Support and Maintenance Terms, defined terms shall have the same meaning, and the same rules of interpretation shall apply, as in the Agreement. In addition, in these Support and Maintenance Terms the following definitions have the meanings given below:

<b>Error</b>	a verifiable failure of the Supported Software of which a documented example has been provided to Bold and Reeves and which is reproducible by Bold and Reeves;
<b>Helpdesk</b>	the helpdesk and related services described in paragraph 3;
<b>Permitted Downtime</b>	means: <ul style="list-style-type: none"><li>(a) scheduled maintenance which Bold and Reeves shall use reasonable endeavours to undertake out of Support Hours;</li><li>(b) emergency maintenance; or</li><li>(c) downtime caused in whole or part by Force Majeure.</li></ul>
<b>Priority Level</b>	shall be construed in accordance with the table in paragraph 4.1.1;
<b>Support Hours</b>	business days, 8am - 5pm GMT / BST (as applicable);
<b>Supported Software</b>	the most recent version and release of the Subscribed Services (with all Updates and Upgrades applied) provided for use by Bold and Reeves under the Agreement;
<b>Target Resolution</b>	shall be construed in accordance with the table in paragraph 4.1.1;
<b>Target Resolution Time</b>	shall be construed in accordance with the table in paragraph 4.1.1;
<b>Update</b>	a software maintenance update, patch or bug-fix which does not constitute an Upgrade;
<b>Upgrade</b>	a version or release of software intended to have new or improved functionality or designated by Bold and Reeves as an upgrade.

#### 2 Provision of Support Services

2.1 During any Trial and, subject to receipt of the Subscription Fees during the Subscription Period, Bold and Reeves shall provide the Support Services to Authorised Users during the Support Hours throughout the Trial Period (if applicable) and the Subscription Period.

2.2 Bold and Reeves shall use its reasonable endeavours to meet any time, including Target Resolution Times, quoted for completion of any part of the Support Services but time shall not be of the essence.



- 2.3 The provision of the Support Services does not imply that Bold and Reeves shall be successful in correcting any Error or that Bold and Reeves shall be able to assist Authorised Users in achieving any results from the Supported Software which are not technically feasible.
- 2.4 If the Customer or any Authorised User, fails to comply with any of the provisions of the Agreement, then Bold and Reeves may (without prejudice to any of its other rights or remedies) suspend the provision of Support Services until such failure has been remedied.
- 2.5 All Support Services shall be within reasonable limits, as determined by Bold and Reeves (the **Usage Limits**). Bold and Reeves shall not be obliged to provide any Support Services in excess of the Usage Limits.
- 2.6 If a reported problem or Error is found upon investigation to be caused by any Authorised User, failing to comply with the Agreement or to otherwise be outside of the scope of the Support Services the Customer is liable to Bold and Reeves for the charges, time, materials, costs and expenses (if any) incurred in connection with that investigation and any attempt to remedy the Error as an Additional Service.
- 2.7 Bold and Reeves's obligation to provide Support Services is only in respect of the Supported Software and not any earlier or other versions, releases, Updates, Upgrades or copies that are not part of the Supported Software.
- 2.8 Unless otherwise agreed in writing by the parties, Bold and Reeves shall be under no obligation to provide any Support Services in respect of any Additional Services.

**3 Helpdesk**

- 3.1 Bold and Reeves shall provide technical advice and assistance during the Support Hours via the Helpdesk in respect of understanding the operation of the Subscribed Services as set out in this paragraph.
- 3.2 Authorised Users must provide Bold and Reeves with all information and materials reasonably required for the purpose of investigation, diagnosis and correction of each Error. Unless it otherwise elects, Bold and Reeves is not obliged to provide any Support Services in connection with any Error which has not been reported via the service desk.
- 3.3 The Helpdesk may be contacted using the following details (as amended by Bold and Reeves from time to time on at least 30 days prior notice):

<b>Email:</b>	sass.support@boldandreeves.co.uk
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**4 Error resolution**

- 4.1 Bold and Reeves shall:
  - 4.1.1 use reasonable endeavours to provide the Target Resolution within the relevant Target Resolution Time set out in the following table for each Priority Level (in descending order of priority):

Priority Level	Error description	Target Resolution	Target Resolution Time



<b>1 (Critical)</b>	Means an Error rendering the Subscribed Services entirely non-functional for which is there is no known workaround, except for internet traffic problems not within control of Bold and Reeves	Respond with a patch, workaround or fix to resolve the Error so that it is no longer Priority Level 1	1 Business Day
<b>2 (Severe)</b>	Means an Error that is not a Priority Level 1 Error which results in either: (a) a major feature or function of the Subscribed Services being unusable for which there is no practical workaround; or (b) one or more major feature or function of the Subscribed Services being unusable without a workaround that would have a severe impact on the Authorised User in the medium to long term	Respond with a patch, workaround or fix to resolve the Error so that it is no longer Priority Level 2	3 Business Days
<b>3 (Minor)</b>	Any other Error, including cosmetic Errors and Errors with a practical workaround	Bold and Reeves shall consider whether the Error shall be resolved in any future Updates made available	As determined by Bold and Reeves

4.2 Progress against Target Resolution Times shall be measured from the Helpdesk's initial receipt of the error report. In the event that an Error is resolved such that it becomes a lower Priority Level progress against Target Resolution Times for the resulting lower Priority Level Error shall be measured separately for the purposes of this Agreement from the Helpdesk's subsequent receipt of the service desk ticket in respect of the lower Priority Level Error.

4.3 In respect of any Target Resolution Times time shall not be of the essence.

**5 Remote support**

5.1 Subject to the Customer and Authorised Users compliance with the Agreement, Bold and Reeves may provide remote support during the Support Hours in accordance with this paragraph 5.

5.2 Remote support shall be provided via communications / screen sharing software that will be mutually convenient.

**6 Support Services exclusions**

6.1 Bold and Reeves is not obliged to provide Support Services in respect any Error resulting from, or contributed to by, any of the following:

6.1.1 any breach by the Customer, or any Authorised User, of the Agreement;

6.1.2 any modification, repair or addition to the Subscribed Services made by any person other than Bold and Reeves (or any person authorised by Bold and Reeves in writing);



- 6.1.3 any fault in any equipment or in any software used in conjunction with the Subscribed Services;
- 6.1.4 failure or fluctuation of electrical supplies, inadequate cooling, fire, flood, accidents or other natural disasters;
- 6.1.5 installation or use of the Subscribed Services other than for the purposes for which it is intended;
- 6.1.6 installation or use of the Subscribed Services with other software or on equipment with which it is incompatible (unless Bold and Reeves recommended or required the use of that other software or equipment);
- 6.1.7 incorrect operation or use of the Subscribed Services (including any failure to follow the User Documentation);
- 6.1.8 the Customer's, or any Authorised User's, negligent act or omission;
- 6.1.9 attempted repair, rectification or maintenance by any person other than Bold and Reeves or a third party authorised by Bold and Reeves; or
- 6.1.10 failure to notify Bold and Reeves of any error within a reasonable period of time of it first occurring.

## **7 Relief**

Bold and Reeves shall not be liable for any breach, delay or default in the performance of this Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Force Majeure Event or any breach of the Agreement by the Customer or any Authorised User.