

The Property Software Group Client API

Agreement for the Provision of Property Information

THIS AGREEMENT is BETWEEN:

- (1) **THE AGENT** whose name and address is set out in Schedule 1 (the "**AGENT**"); and
- (2) **PROPERTY SOFTWARE HOLDINGS LIMITED** and associated subsidiaries, a company incorporated in England and Wales (company number 08800101) whose registered office is at, The Cooperage, 5 Cooper Row, London, SE1 2LH (the "**provider**").

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following words and phrases have meanings stated:

- (a) "**Agent**" means any customer of the PROVIDER, or its subsidiaries, whose name and address is set out Schedule 1 (the "**AGENT**");
- (b) "**Business Day**" means 9am to 5.30pm on any day (other than a Saturday or Sunday) on which clearing banks are open for the transaction of normal banking business in London; (c) the words "**company**", "**body corporate**", "**subsidiary**", "**holding company**", "**subsidiary undertaking**", "**parent undertaking**", "**group undertaking**" and "**group**" have the meanings set out in sections 735, 740, 736 and 736A, 258, 259 and 262 (as appropriate) of the 1985 Companies Act ;
- (d) "**Data**" means electronic data containing the property information made available to the Agent's web-site, specified in Schedule 3;
- (e) References to Clauses or Schedules are to clauses of, or schedules to, this Agreement;
- (f) "**PROVIDER's websites**" means any web site of the PROVIDER or any of it's subsidiary companies; and
- (g) "**Agent's website**" means the web site set out in Schedule 1.
- (h) "**Force majeure**" means in relation to either party, any circumstances beyond the reasonable control of that party including, without limitation, destruction, damage, delay or any other matters of any nature whatsoever arising out of war, rebellion, civil commotion, strikes, lockouts or industrial disputes; fire, explosion, earthquake, acts of God, flood, drought or bad weather; the unavailability of deliveries, supplies, software, disks or other media or the requisitioning or other act or order by any government department, council or other constituted body.
- (i) "**Agent's website provider**" means an employee, contractor or third-party contracted to provide the website or website API integration for the Agent.

2. PROVISION OF PROPERTY INFORMATION

- 2.1 Subject to the terms of this agreement, the PROVIDER agrees to make available the information outlined in Schedule 3 via an API which will define any changes to data or images relating to a property to be used on the Agent's website set out in Schedule 1.
- 2.2 The PROVIDER: -
- (a) will make reasonable endeavours to inform the AGENT or the Agent's website provider of changes to the specification of the Data, but reserves the right to change the specification of the Data without notification;
 - (b) will make reasonable endeavours, but is not committing to make the updates available as they change on the PROVIDER's central systems, and
 - (c) shall not be liable for the content of the updates.
- 2.3 The AGENT agrees: -
- (a) to only upload the information onto its website, set out in Schedule 1, where it has an authorised agreement with the PROVIDER;
 - (b) not to be, nor to give authority to any third party to be, without the PROVIDER's prior written consent, in any way directly or indirectly engaged or concerned with copying, reproducing, redistributing, downloading, republishing, transmitting, displaying, adapting, altering, creating derivative works from or otherwise extract or re-utilise any information made available on any of the PROVIDER's web sites, whether for commercial gain or otherwise;
 - (c) not to, nor to give authority to any third party to reference in any way directly or indirectly, to any of the PROVIDER's web-sites, without the PROVIDER's prior written consent;
 - (d) that neither they or the Agent's website provider will forward the Data to any third party; nor give authority to any third party to be, without the PROVIDER's prior written consent, in any way directly or indirectly engaged or concerned with copying, reproducing, redistributing, downloading, republishing, transmitting, displaying, adapting, altering, creating derivative works from or otherwise extract or re-utilise any information made available in the Data, nor give authority to any third party to, without the PROVIDER's prior written consent, reference, in any way directly or indirectly, to any of the information held in the Data;
 - (e) to ensure that the terms of this agreement are communicated to the Agent's website provider.

3. CONSIDERATION

The PROVIDER may charge the AGENT for set-up, provision and support of this service on a per branch basis. Such charges will be detailed in a covering quotation but are subject to review at the Provider's absolute discretion.

4. NO WARRANTY

The AGENT acknowledges that the Data may contain errors and other problems that may cause systems failures. Consequently, the Data is provided "AS IS", without a warranty of any kind.

5. TERM AND TERMINATION

- 5.1 The Agreement shall continue until terminated by either party giving to the other not less than three (3) months notice in writing
- 5.2 Each party shall also be entitled to terminate this agreement immediately on notice to the other in the event of either party materially breaching this agreement or any insolvency or change of ownership of either party.

6. THIRD PARTY RIGHTS

Nothing in this Agreement confers on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.

7. LIMITATION ON LIABILITY

- 7.1 The AGENT uses the Data at its own risk. In no event will the PROVIDER be liable to the AGENT for any loss or damage of any kind (except personal injury or death resulting from our negligence) including any lost revenue, profit, or data, or for special, indirect, consequential, incidental or punitive damages howsoever caused.
- 7.2 The AGENT and the Agent's website provider acknowledge that the information made available in the Data is supplied by the Agent and that the PROVIDER has no control, in particular in relation to the accuracy or completeness of the data. The AGENT agrees that the PROVIDER shall not in any circumstances be liable to it for any loss or damage at all arising from any inaccuracies, faults or omissions in, or in the provision of, the information unless caused by our negligence or wilful default.
- 7.3 Neither the PROVIDER nor AGENT will be liable to the other for any failure to perform any obligation due to the failure of any machine, data processing system or transmission link to operate or for any reason.
- 7.4 The PROVIDER will not be liable for any additional agreement or contract between the AGENT and the Agent's website provider for the provision of website services and integration of API data provided under this agreement.

8. ENTIRE AGREEMENT

This agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, undertakings or statements regarding such subject matter.

9. VARIATION

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of the PROVIDER and the AGENT.

10. INVALIDITY

If a provision of this Agreement is held to be illegal, invalid or unenforceable under any enactment or rule of law in any jurisdiction, such provision shall, to that extent, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement shall be governed by and construed in accordance with English law.
- 11.2 The PROVIDER and the AGENT irrevocably agree that the courts of England shall have jurisdiction in relation to any matters arising out of, or in connection with, this Agreement and, for those purposes, irrevocably submit to the exclusive jurisdiction of those courts.

12. FORCE MAJEURE

- 12.1 If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.
- 12.2 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non performance, of any of its obligations hereunder to the extent that such delay or non performance is due to any Force Majeure of

which it has notified the other party; and the time for performance of that obligation shall be extended accordingly.

- 12.3 If the Force Majeure in question prevails for a continuous period in excess of one (1) month, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

I acknowledge that I have read and understood the same and agree to be bound by all the contractual terms contained in it.

Duly authorised by:

Name Position in Company
for and on behalf of the AGENT

Signature Date

Name Position in Company
for and on behalf of the PROVIDER

Signature Date

SCHEDULE 1

THE AGENT

FILL IN DETAILS		
1	Trading Name	
2	Business Name	
3	Website address	
4	Company Registered No.	
5	Registered Office	
6	Contact Name	
7	Contact email address	
8	Contact Telephone Number	

THE AGENT'S WEBSITE PROVIDER

FILL IN DETAILS		
1	Trading Name	
2	Business Name	
3	Website address	
4	Company Registered No.	
5	Registered Office	
6	Contact Name	
7	Contact email address	
8	Contact Telephone Number	

SCHEDULE 2**BRANCHES TO BE INCLUDED IN THE API**

FILL IN DETAILS		
	Branch Name	Branch Postcode
1		
2		
3		
4		
5		
6	.	

SCHEDULE 3

PROPERTY INFORMATION

1. Overview

Property data updates, including links to altered and new images, will be made available through the API soon after the changes are committed to the Provider's central database.

Images will be available via a HTTP link which will be provided in the API query.

2. API Specification

The API specification is subject to change to include data and schema changes. For the latest version of the specification please request this from the Provider.

The version of the API used is at the discretion of the Agent's website provider, however the Provider reserves the right to announce end-of-life for legacy versions.

SCHEDULE 4

WEB SITES HOSTED BY THE AGENT

If the property data is to appear on any other websites hosted by the AGENT that have not been specified in schedule 1 please provide details below.

WEBSITE ADDRESS