

1 DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions have the following meaning:

<b>Agreement</b>	means the Reapit User Terms and Conditions, together with the Registration Details.
<b>API Call</b>	means the messenger that delivers the Developer’s request to the Platform and then delivers the response back to the Developer.
<b>API or Application Programming Interface</b>	means a programming interface used to pass data back and forth between software applications and programs in a formalised way.
<b>App Marketplace</b>	means the online marketplace through which Reapit makes available Applications and which is part of the Platform.
<b>Applicable Laws</b>	means, in relation to a Party, all applicable laws, enactments, regulations, regulatory policies, binding industry codes, regulatory permits and regulatory licences which are in force from time to time during the term of this Agreement and that apply to the performance of that Party’s obligations pursuant to this Agreement.
<b>Application</b>	means a software application made available from the App Marketplace.
<b>Application User Terms</b>	means the terms of use for an Application on the App Marketplace.
<b>Application User Terms Principles</b>	means the principles set out in Schedule 1.
<b>Approved Application</b>	means an Application which has been approved by Reapit in accordance with clause 2.5.
<b>Business Day</b>	means a day (other than a Saturday or Sunday) on which banks are generally open in London for normal business.
<b>Client Side Application</b>	means an Application that (i) uses Reapit Connect and (ii) is a web application (either a single page application or server rendered site).
<b>Commencement Date</b>	means the date on which Reapit grants the Developers access to the Platform.
<b>Consequential Loss</b>	includes any loss of revenue, loss of profit, loss or corruption of data, loss of bargain, loss of actual or anticipated savings or business, loss of value of equipment, loss of opportunities (including opportunities to enter arrangements with third parties), and any other form of consequential, incidental, exemplary, punitive, special or indirect loss, but in the case of Reapit expressly excludes loss of contract, loss of actual or anticipated business and loss of opportunities in connection with or with respect to any future or prospective clients.
<b>Contract Year</b>	means each period of one year commencing on the Commencement Date (for the first Contract Year) or each anniversary of the Commencement Date.
<b>Data</b>	means any data that a Developer can access in an Application or otherwise by accessing the Platform and may include Personal Data.
<b>Data Protection Laws</b>	means any applicable laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) the 2018 Data Protection Act (the <b>DPA</b> including the <b>UK GDPR</b> ); (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (c) the General Data Protection Regulation (EU Regulation 2016/679) ( <b>GDPR</b> ); and (d) any laws or regulations ratifying, implementing, adopting, supplementing or

replacing the DPA, UK GDPR, or GDPR and in each case as amended or replaced from time to time, together with any binding guidance and codes of practice issued from time to time by relevant supervisory authorities.

<b>Developer</b>	means the entity identified as such in the Registration Details.
<b>Developer Edition</b>	means a single user downloadable version of the Reapit CRM software for the purpose of testing integrations and Applications in the Developer environment by the Developer.
<b>Developer Edition Licence</b>	means a non-exclusive, royalty-free, worldwide licence to access a Developer Edition for the purpose of developing and testing Applications.
<b>Developer Feedback</b>	means any data, information, text, drawings, records, documents and other materials provided pursuant to clause 4.2.2.
<b>Developer IPR Claim</b>	is defined in clause 4.3.
<b>Developer Obligations</b>	means the requirements set out in Schedule 3.
<b>Dispute Resolution Procedure</b>	means the procedure for the resolution of Disputes specified in clause 15.
<b>Documentation</b>	means any technical information and documentation necessary for the use of the Application.
<b>Fees</b>	means the fees which are set out in Schedules 2 and 4, or as otherwise agreed in writing between the Parties from time to time and which can include the following: (a) Annual Registration Fee; (b) Annual app listing fees; (c) API Consumption fees; (d) Administration Fees; (e) Interest charges.
<b>Force Majeure Event</b>	means any cause or causes beyond the reasonable control of the Party claiming to be subject to it, including: any extremely severe weather, landslide, storm, lightning, fire, subsidence, epidemic, outbreak of military hostilities (whether or not war is declared), expropriation by governmental authorities, act of God, governmental act (other than a Regulatory Change), act of terrorism, earthquake, flood, embargo, riot, sabotage, strike (other than of its own Staff), failures of Third Parties (other than Subcontractors), explosion or civil commotion as well as any Applicable Laws which were enacted as a result of a Force Majeure Event.
<b>Initial Term</b>	means one Contract Year from the Commencement Date.
<b>Insolvency Event</b>	means in relation to a Party, the convening of a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part I Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other is unable to pay its debts within the meaning of s.123 Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of its business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for its winding or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

<b>Intellectual Property Rights</b>	means: (a) copyright, patents, database rights, trade marks, rights in designs, rights in know-how and confidential information (in each case whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
<b>Loss</b>	means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses).
<b>Party</b>	means Reapit or the Developer (as the case may be) and <b>Parties</b> means Reapit and the Developer.
<b>Personal Data</b>	has the meaning set out in the Data Protection Act 2018.
<b>Platform</b>	means Reapit's App Marketplace and online portal of developer tools, documentation and other reference materials which facilitate the development of Applications and their integration with Reapit Software.
<b>Reapit</b>	means Reapit Limited, registered in England (registered number 03483017) whose registered office is at 67 – 74 Saffron Hill, London, EC1N 8QX.
<b>Staff</b>	means, in respect of either party, that party's employees, agents and sub-contractors and any other person working on that party's behalf.
<b>Reapit Software</b>	means any platforms, solutions, services or other products operated by Reapit.
<b>Registration Details</b>	means the data required to be entered by the Developer in order to be permitted to use the Platform.
<b>Regulator</b>	means any person having regulatory or supervisory authority over all or any part of (a) the Services or (b) the business of Reapit or (c) the business of Developer.
<b>Server Side Application</b>	means authentication using a REST service on the server, typically pulling Data into an existing Application.
<b>Services</b>	means the services to be provided by Reapit to the Developer under this Agreement.
<b>Term</b>	means the duration of the Agreement, as determined in accordance with the terms of clause 11.
<b>Third Party</b>	means any person which is not a Party.

1.2 The words “including” and “include” mean “including without limitation” and “include without limitation”, respectively.

1.3 Any reference to a time of day is to United Kingdom time.

1.4 The Schedules form part of this Agreement.

1.5 The headings do not affect the interpretation of this Agreement.

1.6 Any reference to a statute or statutory provision includes, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, consolidated,

extended, re-enacted, or replaced and to all statutory instruments, orders, regulations or rules made pursuant to it.

1.7 All references to the Parties include their permitted successors and assigns.

**2 PLATFORM AND APPLICATIONS**

2.1 Reapit hereby grants the Developer access to the Platform for the purpose of:

2.1.1 developing Applications;

2.1.2 publishing Approved Applications; and

2.1.3 accessing any other features and services that Reapit may choose to make available through the Platform from time to time.

2.2 As a condition of such continuing access, the Developer agrees that it:

2.2.1 will comply with the Developer Obligations.

2.2.2 must not reverse engineer, create derivative works from, or exceed permitted usage limits of the Reapit API.

2.2.3 must not pass on the costs associated with accessing or using the Reapit API directly to Reapit customers. If any costs are incorporated into the Developer’s pricing model, the Developer must not present, describe, or otherwise refer to such costs as being related to 'Reapit integration fees,' 'Reapit API fees,' or similar terms that imply direct charges from Reapit;

2.2.4 accepts full responsibility for onboarding, negotiating, and managing its customer contracts. Reapit will not be liable for any obligations or disputes arising from these contracts, and all contractual relationships with customers will be attributed to the Developer;

2.2.5 bears sole responsibility for integrating its systems with the App Marketplace and any request for technical support or assistance beyond standard documentation will require a separate written agreement and may incur additional Fees.

**2.3 Working with other developers**

2.3.1 The Developer may, solely at its own risk, permit other developers to work on an Application on behalf of the Developer, provided that such other developer enters into a developer agreement on the same terms as this Agreement with Reapit.

2.3.2 The Developer must not in any manner or by any means:

(a) facilitate or permit any third party to access or use Data; or

(b) share, sublicense, sell, or otherwise transfer any Data to any third party;

outside an Approved Application and the purposes of that Approved Application.

2.3.3 All Applications must be owned, managed, and operated solely by the Developer using its approved account.

**2.4 Application Development-Requirements**

2.4.1 Each Application must be developed in accordance with:

(a) any guidelines published by Reapit from time to time; and

(b) Reapit’s “Developer Requirements” as updated and made available to the Developer from time to time;

and the relevant Application User Terms must comply with the Application User Terms Principles.

2.4.2 The scope of each Application must conform to the permissions requested by the Developer in relation to that Application.

2.4.3 The functionality of each Application must correspond to the description provided by the Developer in relation to that Application.

2.4.4 Each Application must consume APIs in line with the description of the Application.

**2.5 Application Approval-First Approval**

2.5.1 Each Application must be submitted to Reapit for approval:

- (a) prior to being published on the Reapit Platform;
- (b) in the case of an Approved Application, after making any changes to its functionality, features, operating model or description.

2.5.2 The Developer must submit the relevant Application to Reapit by completing the “Submit the Application” (or equivalent) process within the Platform.

2.5.3 Upon receipt of the submission, Reapit will review the Application (which may include, at Reapit’s sole discretion, a full code review) and either:

- (a) approve the Application outright, in which case Reapit will notify the Developer electronically that the Application is an Approved Application and the Approved Application will be published by Reapit on the App Marketplace in accordance with Reapit’s usual processes; or
- (b) notify the Developer of any remedial actions or further development work required by Reapit (whether in relation to scope, functionality, or description) before the Application can be resubmitted for approval; or
- (c) notify the Developer, at Reapit’s sole discretion, that the Application is not approved and that Reapit does not wish to proceed any further with that Application.

2.5.4 If Reapit requires remedial work or further development, in accordance with clause 2.5.3(b), the Developer must resubmit the Application in accordance with clause 2.5.2 or as otherwise directed by Reapit and the terms of clause 2.5.3 will apply to any re-submission.

2.5.5 For the avoidance of doubt, no Application will be listed by Reapit in the App Marketplace unless it has been explicitly approved by Reapit in writing and such approval will never be deemed.

**2.6 Reapit’s Right of Approvals and Review-After First Approval**

2.6.1 Notwithstanding that an Application has been approved by Reapit in accordance with the terms of clause 2.5, Reapit reserves the right to:

- (a) require that an Approved Application (or any part thereof) be re-submitted for approval in accordance with the terms of clause 2.5.4 if Reapit:
  - (i) reasonably believes that the Approved Application breaches or may breach any term of this Agreement;
  - (ii) wishes to review the scope or permissions of the Approved Application;
  - (iii) wishes to conduct a random spot-check to assess whether the Approved Application complies with its approved scope and permissions; and/or

(b) revoke an Approved Application's approval (in part or in whole and including any scope or permissions previously agreed) and delete its listing from the App Marketplace.

2.6.2 Without prejudice to clause 2.6.1, an Application must be re-submitted for approval in accordance with the terms of clause 2.5.4 if there is any change to an Approved Application's functionality, features, operating model or description.

2.7 A breach by the Developer of any term of this clause 2 will be deemed to be a material breach and will entitle Reapit to charge Administration Fees.

2.8 For the avoidance of doubt, this Agreement does not restrict Reapit, its affiliates, or its partners from:

(a) offering, developing, or promoting products or services that may compete with any Developer Application; or

(b) engaging in commercial relationships with other third-party developers, partners, or entities, whether or not they offer similar integrations or products.

2.9 The Developer agrees that during the Term of this Agreement and for a period of six (6) months following termination, the Developer must not, directly or indirectly:

(a) solicit or attempt to solicit for employment, hire, or otherwise engage any Reapit employees, contractors, or subcontractors;

(b) induce or attempt to induce any Reapit employees, contractors, or subcontractors to terminate or alter their business relationship with Reapit.

### **3 FEES AND PAYMENT**

3.1 Reapit will calculate the Fees in accordance with Schedules 2 and 4, and invoice the Fees to the Developer in accordance with this clause 3. The Developer must pay Reapit the Fees. The Fees will not include value added tax or any locally applicable equivalent sales tax, which the Developer must pay in addition to the Fees at the prevailing rate, and in the manner prescribed by applicable law. Without prejudice to the foregoing, Reapit reserves the right to invoice the Developer for any API calls in excess of the Monthly API Call Limit set out in Schedule 2.

3.2 Fees will be collected by direct debit in accordance with the Direct Debit mandate that the Developer must complete at the same time as providing the Registration Details.

3.3 If the Developer wishes to dispute all or part of an invoice, the Developer must:

3.3.1 notify Reapit in writing, within 5 Business Days of receipt of the invoice, such notice to set out the reasons for the dispute; and

3.3.2 pay any undisputed part by the due date.

3.4 Upon receipt of the notice from Developer pursuant to clause 3.3.1, the Parties must commence discussing the dispute in good faith for a period of 30 days and if the dispute is not resolved at the end of such period, it will be referred to the Dispute Resolution Procedure.

3.5 Without prejudice to any other right or remedy Reapit may have, and subject to the terms of clause 3.3, if the Developer fails to pay Reapit the Fees on or before the due date in respect of a valid and undisputed invoice, Reapit may charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Barclays Bank accruing on a daily basis until payment is made whether before or after any judgment.

3.6 Notwithstanding the foregoing, Reapit reserves the right to vary the Fees (or any element of the Fees, such as the thresholds applicable to the “Number of Endpoints” or “Monthly API Calls” which are used to calculate the Total Consumption Cost), provided that Reapit must notify the Developer 60 days prior to such change taking effect. Following receipt of such notice from Reapit, the Developer has the right to terminate this Agreement by written notice to Reapit, such notice to be received by Reapit no later than 30 days prior the change taking effect.

3.7 The Developer must pay the Minimum Guarantee in respect of each Approved Application as set out in Schedule 2.

3.8 Reapit reserves the right, upon 14 days’ notice, to audit the Developer’s compliance with this Agreement, including:

- (a) verification of API usage and fees;
- (b) review of data handling, retention, and protection practices;
- (c) confirmation that the Developer’s Applications comply with approved permissions and usage policies.

The Developer must provide Reapit or its auditors with reasonable access to its premises, systems, records, and personnel for such purposes. Where discrepancies are identified, the Developer must immediately rectify non-compliance and reimburse Reapit for any underpaid amounts or losses incurred.

**4 INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY**

4.1 All Intellectual Property Rights belonging to a Party prior to the Commencement Date, including all enhancements and modifications to those Intellectual Property Rights, will remain vested in that Party. Unless expressly agreed in writing in an Order Form, the Parties do not intend that the ownership of any Intellectual Property Rights will transfer from one Party to another as a result of entering into this Agreement.

4.2 The Developer hereby grants Reapit

an exclusive, worldwide, royalty-free licence for the Term to make all Approved Applications available for sale, download and use on the App Marketplace.

**4.3 Developer Edition Licence**

4.3.1 Reapit grants the Developer a Developer Edition Licence.

4.3.2 Except as expressly permitted by this Agreement or authorised in writing by Reapit, the Developer must not (and must not permit others to) use, copy, modify, or otherwise translate or convert, create derivative works from, decode, reverse engineer, disassemble, decompile or otherwise translate or convert, sub-licence or distribute the Developer Edition, any part of it, or any copy, adaptation, transcription, or merged portion of it, except to the extent permitted by Applicable Law.

4.3.3 The licence granted in clause 4.3.1 will terminate automatically on the earlier of:

- (a) termination of this Agreement;
- (b) breach by the Developer of clause 4.3.2;
- (c) written cancellation by either party of the Developer Edition Licence.

4.4 Subject to clause 4.2, no Intellectual Property Rights in or to either Party's trade marks or brands will be used by the other Party for any purpose without the other Party's prior written consent. If that consent is given, the relevant Party must use the relevant trade marks or brands only in compliance with the consenting Party's brand guidelines and in accordance with the terms and conditions of the relevant trade mark licence between the Parties (if any). The Developer agrees not to represent itself as an authorised partner or affiliate of Reapit without Reapit's written consent.

**IPR Indemnity**

4.5 The Developer agrees to indemnify and hold harmless Reapit on demand for all Loss incurred by Reapit in connection with any claim or action against Reapit by any Third Party which alleges that the exercise by Reapit of its rights pursuant to this Agreement infringes either (i) the Intellectual Property Rights, other than patents, of that Third Party or (ii) any United Kingdom patent of that Third Party existing as at the Commencement Date (**Developer IPR Claim**) and to take all steps necessary to defend or settle any Developer IPR Claim.

4.6 If any Developer IPR Claim is made against Reapit which results in Reapit being prevented from exercising its rights pursuant to this Agreement, the Developer must at its cost and expense either:

4.6.1 obtain for Reapit the right to continue exercising its rights in the manner permitted under this Agreement; or

4.6.2 modify or replace the infringing part of the relevant Application or other subject of the Developer IPR Claim so as to avoid the infringement or alleged infringement.

**Conduct of Developer IPR Claim**

4.7 The Parties agree that in respect of any Developer IPR Claim:

4.7.1 Reapit must notify Developer promptly in writing of any Developer IPR Claim of which Reapit has notice (and in any event within 2 Business Days);

4.7.2 the Developer will by written notice to Reapit assume exclusive conduct of the Developer IPR Claim (which will include the exclusive right to conduct any proceedings or action, negotiate the settlement of the Developer IPR Claim and conduct all discussions and dispute resolution efforts in connection with the Developer IPR Claim);

4.7.3 Reapit must not admit any liability or agree to any settlement or compromise of the Developer IPR Claim without the prior written consent of the Developer; and

4.7.4 Reapit must (at the Developer's request, cost and expense) give the Developer all required assistance in connection with the conduct of the Developer IPR Claim including access to personnel and provision of documents.

**5 DEVELOPER FEEDBACK**

5.1 The Developer grants Reapit a worldwide, perpetual, royalty-free, irrevocable, non-exclusive, fully sublicensable licence to use edit, reproduce, modify and adapt any Developer Feedback in any form, medium, or technology now known or later developed for the purposes of:

5.1.1 operating the Platform;

5.1.2 enabling the further development of the Platform's functionality;

5.1.3 ensuring that an Application is integrated with the Reapit Software;

5.1.4 ensuring that an Application can be published on the App Marketplace; and



5.1.5 for any purpose, commercial or otherwise.

**6 DATA AND DATA PROTECTION**

**6.1 Data**

6.1.1 Data which the Developer accesses in connection with an Application and/or the App Marketplace is accessed at the Developer’s sole risk, and Reapit is not liable for all or any part of that Data.

6.1.2 Without prejudice to the generality of clause 6.1.1, the Developer acknowledges that Data may not be provided or updated in real-time and that Reapit is not liable for the accuracy, completeness or ownership of all or any part of the Data.

6.1.3 The Developer represents and warrants that:

- (a) it has the unqualified permission, licence and/or right (as applicable) to make Data available to other users of the Platform and any applications listed on the Application Marketplace;
- (b) it will not use or permit the use of any Data for any purpose other than the development, testing and operation of an Application;
- (c) it will not use or permit the use of any Data in infringement of a Third Party’s Intellectual Property Rights or other proprietary rights.

6.1.4 The Developer’s rights to use Data and/or to make Data available via an Application will cease:

- (a) upon termination of this Agreement;
- (b) in respect of an individual end-user, when an App is uninstalled by that end-user.

6.1.5 Without prejudice to the foregoing clauses, Reapit reserves the right to suspend the Developer’s access to Data at any time.

**6.2 Data Protection**

6.2.1 Each Party must comply (and the Developer must ensure that ends-users of its Applications must comply) with the provisions imposed on them by the Data Protection Laws, including in relation to:

- (a) the use of Personal Data in an Application;
- (b) the collection of Personal Data by or on behalf of the Developer for use in an Application;
- (c) the addition of Personal Data to Data;
- (d) the transfer of Personal Data to Reapit; and/or
- (e) the making available of Personal Data to an end-user of an Application.

6.2.2 Each Party must maintain records of all processing operations relating to this Agreement under its responsibility that contain at least the minimum information required by the Data Protection Laws and must make such information available to the applicable Regulator on request.

6.2.3 If either Party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Laws, it must promptly notify the other Party and it must provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

6.2.4 The Developer will indemnify and hold harmless Reapit on demand for any Loss incurred by Reapit which arises out of or relates to a breach by the Developer (or any third party acting on the Developer's behalf) of Data Protection Laws.

6.2.5 - The Developer acknowledges and agrees that, under applicable Data Protection Laws, it may act as a data processor or data controller. The Developer must comply with all obligations under Data Protection Laws applicable to processors, including implementing appropriate technical and organisational measures to ensure the security, integrity and confidentiality of personal data.

6.2.6 Without prejudice to the generality of clause 6.2.5, the Developer must ensure that:

- (a) all Data accessed via the API is encrypted both in transit and at rest;
- (b) up-to-date industry-standard security policies, including incident response and breach notification processes, are in place and a qualified security manager appointed to oversee compliance;
- (c) Developer systems used for API access are maintained with up-to-date security patches and monitoring;
- (d) only authorised users and personnel have access to customer data, with access appropriately logged and reviewed, and secure user access controls are implemented, and operating systems regularly updated to ensure ongoing protection;
- (e) incident response procedures, including breach notification protocols, are established and maintained and Reapit is notified immediately in the event of any security breach or unauthorised access affecting any Data.

6.2.7 The Developer acknowledges and agrees that Reapit will act only as a data processor in connection with this Agreement.

**7 CONFIDENTIALITY**

7.1 Each Party (a Recipient) undertakes to the other Party (each, a **Disclosing Party**) to treat as confidential all information, whether commercial, financial, technical or otherwise, in any medium or format, which the Recipient receives from the Disclosing Party, either directly or from any other person, which concerns the business, operations, Developers or suppliers of the Disclosing Party (**Confidential Information**). The terms and conditions of this Agreement constitute Confidential Information of each Party.

7.2 The Recipient may use the Confidential Information only in accordance with this Agreement and must treat the Confidential Information with the same standard of care that it holds its own Confidential Information. The Recipient may provide its Staff and professional advisers (**Permitted Users**) with access to the Confidential Information to the extent reasonably necessary in order for Recipient to perform or receive the Services only. The Recipient must ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement. Where a Permitted User is not a member of the Recipient's Staff (and is not under a professional duty to protect confidentiality), the Recipient must ensure that the Permitted User will be subject to the same duty of care as the Recipient is under the terms to this Agreement,

7.3 This clause 7 will not apply to any information which:

7.3.1 is in or subsequently enters the public domain other than as a result of a breach of this clause 7;

7.3.2 has been or is subsequently received by the Recipient from a Third Party which is under no confidentiality obligation in respect of that information;

7.3.3 has been or is subsequently independently developed by the Recipient without use of the Disclosing Party's Confidential Information; or

7.3.4 was previously known to the Recipient free of any obligation to keep it confidential.

7.4 Each Permitted User may disclose Confidential Information where that Permitted User (or, where the Permitted User is an individual, his or her employer) is required to do so by law or by any competent regulatory authority. In these circumstances the Recipient must give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.

7.5 This clause 7 will remain in full force and effect notwithstanding any termination of this Agreement. Upon termination or expiration of this Agreement:

(a) the Developer must immediately cease use of any Reapit Confidential Information or Data;

(b) All Reapit Data stored within the Developer's systems must be securely and irretrievably deleted within 30 days of termination (and the Developer must provide written certification of such deletion upon Reapit's request).

## **8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

8.1 Each Party represents and warrants to the other Party that:

8.1.1 it has the power to execute and deliver this Agreement and to perform its obligations under it and has taken all action necessary to authorise execution and delivery and the performance of its obligations;

8.1.2 all authorisations, licences or consents from, and notices or filings with, any relevant Regulator or other governmental or other authority that are necessary to enable it to execute, deliver and perform its obligations under this Agreement have been obtained or made (as the case may be) and are in full force and effect and all conditions of each authorisation, licence, consent, notice or filing have been complied with.

8.2 In addition:

8.2.1 the Developer warrants that:

(a) nothing will be inserted or entered into the Application which is intended by any person to impair the operation of the Application or the Reapit Software; and

(b) the Application will operate in accordance with any documented functionality in all material respects.

8.3 Reapit expressly disclaims any warranty as to the operation of the Developer Edition:

8.3.1 being error-free or uninterrupted; or

8.3.2 complying with any specifications; or

8.3.3 being fit for any specific purpose.

8.4 Save as provided in this Agreement, no representations, warranties or other terms, express or implied, statutory or otherwise, as to condition, quality, performance, or fitness for purpose are

given or assumed by Reapit in respect of the Services, and all those representations, warranties and terms are excluded save to the extent that any exclusion is prohibited by law.

**9 FORCE MAJEURE**

9.1 Subject to clause 10.1, neither Party will be liable to the other Party for any delay or non-performance of its obligations under this Agreement arising directly from a Force Majeure Event, provided that the affected Party:

9.1.1 promptly notifies the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and

9.1.2 uses reasonable endeavours to limit the effect of that delay or non-performance on the other Party.

9.2 In any such case, the performance of the affected Party’s obligations, to the extent affected by the cause, will be suspended during the period that the cause persists.

9.3 If a Force Majeure Event occurs and Reapit has not restored full and uninterrupted Services within 72 hours, Developer will not be required to pay, and Reapit will not be entitled to charge, for Services affected by that Force Majeure Event for the duration of the period commencing on the date the Force Majeure Event occurred and ending on the date full and uninterrupted Services are resumed.

**10 LIMITATION OF LIABILITY**

10.1 Nothing in this Agreement excludes or limits either Party’s liability:

10.1.1 for fraud by it or its Staff; or

10.1.2 for death or personal injury caused by its negligence or that of its Staff; or

10.1.3 to the extent that any Applicable Laws and Regulations precludes or prohibits any exclusion or limitation of liability.

10.2 Subject to clauses 10.1 and 10.4, Reapit’s total aggregate liability to the Developer in any single Contract Year arising from breach of contract, negligence, or under any indemnity, or otherwise under or in connection with this Agreement will not exceed 100% of the Fees paid and payable by the Developer in the 6 months preceding the event giving rise to the liability.

10.3 Subject to clauses 10.1, 10.2 and 10.4, neither Party will be liable to the other Party for any Consequential Loss in connection with this Agreement however caused (including through negligence).

10.4 The following types of Loss will not be subject to the exclusions set out in clause 10.3:

10.4.1 the termination of or failure to renew any contract with Reapit by any customer of Reapit as a result of or related to their use of an Application which is defective;

10.4.2 the unauthorised use of Data or any other data submitted by an end-user of an Application by or on behalf of the Developer; and

10.4.3 any Loss arising out of or related to a breach by the Developer of clauses 2.2, 2.3 and/or 2.4.

10.5 Without prejudice to the terms of clause 10.3, Reapit will not be liable (whether in negligence or under any other rule of law or equity) for any Loss arising out of or related to:

10.5.1 the use or deployment of the Application by or on behalf of the Developer;

- 10.5.2 the use of Data by the Developer;
  - 10.5.3 the use of the Developer Edition (other than any Loss arising directly out of Reapit's negligence);
  - 10.5.4 the use of other Developer tooling provided by Reapit (e.g. Reapit Connect, Reapit Elements, any open-source code);
  - 10.5.5 the accuracy, completeness or ownership of the Data;
  - 10.5.6 the Developer's use of any feature which is part of the Platform; and/or
  - 10.5.7 any claim made by an end-user of an Application against the Developer or against Reapit; and/or
  - 10.5.8 any Loss incurred by the Developer as a result of or related to an act or an omission of a co-developer in relation to an Application.
- 10.6 The Developer agrees to indemnify and hold harmless Reapit on demand for any Loss incurred by Reapit as a result of or arising out of any claims made by an end-user of an Application, where such claim relates to or arises out of that end-user's use of an Application.
- 10.7 Nothing in this clause 10 will in any way reduce or affect each Party's general duty to mitigate loss suffered by it.
- 10.8 The Parties agree that they have negotiated this clause 10 and that it represents a fair and equitable position.

**11 TERM AND TERMINATION**

- 11.1 The Agreement comes into effect on the Commencement Date and, subject to early termination in accordance with the terms of clause 11.3, will continue to be in force until the expiry of the Initial Term. Once the Developer achieves a cumulative total of 40 agent company installations, both Parties agree to enter into good faith negotiations to review and, if necessary, renegotiate the commercial terms of this Agreement. Such renegotiation may include adjustments to revenue shares, commission rates, or other financial terms.
- 11.2 Upon expiry of the Initial Term and on each anniversary of the Commencement Date, the Agreement will automatically renew for a subsequent Contract Year, subject to:
- 11.2.1 early termination in accordance with the terms of clause 11.3; and
  - 11.2.2 a Party giving at least 1 month's written notice to the other Party not to renew the Agreement, save that:
    - (a) the Developer's right to give such notice is subject to the Developer having paid all invoiced and non-disputed amounts on the date the notice is given; and
    - (b) the notice cannot take effect before expiry of the Initial Term.
- 11.3 This Agreement may be terminated:
- 11.3.1 by Reapit on immediate written notice if the Developer:
    - (a) fails to pay an undisputed, invoiced amount within 30 days following receipt of an initial written notice from Reapit stating that the amount is due and is unpaid; or
    - (b) breaches a Developer Obligation; or

(c) commits any other material breach of this Agreement which (in the case of a breach capable of being remedied) is not remedied within 7 days of notice of the breach; or

(d) undergoes a change of control (and the Developer must notify Reapit in writing within 14 days of any such change of control);

11.3.2 by written notice from the Developer if Reapit commits a material breach of this Agreement and which (in the case of a breach capable of being remedied) has not been remedied within 30 days of a written notice of the breach (setting out the specific breaches and suggested steps to remedy the breach, if applicable);

11.3.3 by immediate written notice from either Party if the other Party is subject to an Insolvency Event.

11.4 Any termination of this Agreement pursuant to this clause will be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and will not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## **12 CONSEQUENCES OF TERMINATION**

12.1 The following clauses will survive termination or expiry of this Agreement: 3, 4, 5, 6, 7, 10, 12, 13, 15 and 16.

12.2 Upon termination or expiry of this Agreement:

(a) the licence granted by the Developer in clause 4.2.1 will terminate automatically and Reapit must cease using, and permitting the use of, and marketing the Application(s) from the effective date of termination or expiry;

(b) by the Developer pursuant to clause 11.3.2, Reapit must refund the Developer on a pro-rata basis any pre-paid Fees that apply from the period starting on the effective date of termination until the date that applied to the pre-paid Fees;

(c) on termination of this Agreement, the Developer must continue to pay referral fees for the duration of existing customer contracts signed before termination. This obligation will survive the termination or expiry of the Agreement.

12.3 Termination of this Agreement in accordance with its terms will not relieve the Developer of its payment obligations and all sums that would otherwise be due from the Developer to Reapit under this Agreement will be payable on the date that they would otherwise become due and the number of Users applicable to any termination notice period (whether early termination in accordance with the terms of clause 11.3 or a notice to prevent automatic renewal in accordance with clause 11.2.2) will be deemed to be the number of Users as at the date the applicable termination notice is sent.

## **13 NOTICES**

13.1 Any notice request instruction or other document to be given under this Agreement must be in writing and will be deemed to have been duly given if left at or sent by hand or by registered post or by e-mail to (i) a Party at its registered company address in England; or (ii) e-mail address set out below for such Party or such other address as one Party may from time to time designate by written notice to the other.

13.2 Any such notice, request, instruction or other document will be deemed to have been received by the addressee two Business Days following the date of dispatch if the notice or other document is

sent by registered post, or simultaneously with the delivery or transmission if sent by hand or if given by e-mail or other electronic means.

13.3 Notwithstanding the provisions above, a copy of any written notice sent by the Developer to Reapit must be sent by e-mail to Reapit at the e-mail to the address below:

13.3.1 Notices to Reapit:

(a) Address: 67 – 74 Saffron Hill, London, EC1N 8QX; and

(b) e-mail address: reapitcontracts@reapit.com.

13.3.2 Notices to the Developer must be sent to the e-mail address submitted by the Developer as part of the Registration Details.

**14 MISCELLANEOUS**

14.1 **Announcements:** Each Party must not:

14.1.1 make or authorise any public or private announcement or communication concerning this Agreement; or

14.1.2 refer to or use any business name or trade mark of the other Party in any promotional communications,

without the prior written consent of the other Party.

14.2 **Further Assurance:** Each Party must, at its own cost, promptly execute and deliver all such documents, and do all such things, as the other Party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement and to secure for the other Party the full benefit of the rights, powers and remedies conferred upon it under this Agreement.

14.3 **Entire Agreement:**

14.3.1 The Agreement sets out the entire agreement between the Parties relating to its subject matter and, save to the extent expressly set out in this Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

14.3.2 Neither Party has entered into this Agreement in reliance upon (and neither Party will have any claim or remedy in respect of) any statement, representation, warranty, undertaking, assurance, promise, understanding or other provision made by or on behalf of the other Party, any of its representatives or any other person which is not expressly set out in this Agreement.

14.3.3 This clause 14.3 (Entire Agreement) will not exclude any liability for or remedy in respect of fraudulent misrepresentation.

14.4 **Waiver and Variation:**

14.4.1 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Law, whether by conduct or otherwise, will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by Law, whether by conduct or otherwise, will preclude or restrict the further exercise of that or any other right or remedy.

14.4.2 A waiver of any right or remedy under this Agreement will only be effective if given in writing and will not be deemed a waiver of any subsequent breach or default. A Party that waives a right or

remedy provided under this Agreement or by Law in relation to another Party does not affect its rights in relation to any other Party.

14.4.3 Reapit reserves the right to amend this Agreement at any time by notice to the Developer. Upon receipt of a notice of variation, the Developer will have the right to terminate his Agreement for a period of 10 Business Days, after which the applicable variations will be deemed to have been accepted by the Developer.

14.5 Invalidity: Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Applicable Law of any jurisdiction then such provision will be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties and, where permissible, that will not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.

14.6 **Assignment:**

14.6.1 The Developer must not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without Reapit’s prior written consent.

14.6.2 Reapit will be entitled, after having given prior written notice to the Developer, to:

- (a) assign its rights under this Agreement to any person to which it transfers that part of its business to which this Agreement relates; or
- (b) assign or novate this Agreement to a purchaser of the whole or substantially the whole of the business of Reapit.

14.7 **No Partnership or Agency:** Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

14.8 **Third Party Rights:** A person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

14.9 **Costs:** Except as otherwise provided in this Agreement, each Party must bear its own costs arising out of or in connection with the preparation, negotiation and implementation of this Agreement.

14.10 **Counterparts:** This Agreement may be executed in any number of counterparts. Each counterpart will constitute an original of this Agreement, but all the counterparts together will constitute but one and the same instrument.

15 **DISPUTES**

15.1 Any Dispute must be referred for resolution by each Party’s Key Contact.

15.2 If the Dispute cannot be resolved by the persons referred to in clause 15.1 within 5 Business Days after the Dispute has arisen, either Party may give written notice to the other Party that a Dispute has arisen (**Dispute Notice**). Within 3 Business Days after receipt of the Dispute Notice, the Dispute must be referred to each Party’s Chief Executive Officer (or nominated representative) for resolution. If the Dispute is not resolved by agreement in writing between the Parties within 21 days of receipt of the Dispute Notice, the Dispute must be resolved in accordance with the remaining provisions of this clause 15.



15.3 Either Party may refer the Dispute for final resolution by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference into this clause 15. The number of arbitrators will be 3 (**Tribunal**). Each of the Parties will appoint one arbitrator. The 2 arbitrators so appointed will choose the third arbitrator who will act as the Chairman of the Tribunal. The seat, or legal place, of arbitration will be London, United Kingdom. The language to be used in the arbitral proceedings will be English.

15.4 This clause 15 is without prejudice to either Party’s right to seek interim relief against the other Party (such as an injunction) through the English courts to protect its rights and interests, or to enforce the obligations of the other Party.

**16 GOVERNING LAW AND JURISDICTION**

16.1 This Agreement will be governed by, construed and interpreted in accordance with English law and the Parties hereby agree, for the purposes of this Agreement only and subject to the provisions of clause 15, to submit themselves and any claim or matter arising under or in connection with this Agreement to the exclusive jurisdiction of the English courts.

**SCHEDULE 1 – APPLICATION USER TERMS PRINCIPLES**

**1 GENERAL**

1.1 The Developer must not include any terms in the Application User Terms, which conflict with the Developer’s obligations pursuant to this Agreement.

1.2 The Developer must ensure that the Application:

- 1.2.1 should access only the minimum data fields which that Application needs to work properly; and
- 1.2.2 ensure any data is collected, processed, transmitted, maintained and used in accordance with the Application User Terms, all applicable laws and reasonable measures that protect the privacy and security of the relevant end user (including at a minimum those set out below at Paragraph 2).

1.3 Without prejudice to the foregoing, the Application User Terms must contain clear and legally adequate disclosures about the nature of the Application’s integration with the Reapit Software (and any other software) and the User Data collected by the Application, as well as the Developer’s intended use of it.

1.4 The Application User Terms should include a clear statement that the Application has not been developed by Reapit and that Reapit bears no responsibility or liability for the Application and does not warrant that it does (or will in the future) function and integrate with the Reapit Software.

1.5 The Developer acknowledges that certain functionalities of the Reapit Platform may depend on third-party services or components ("Third-Party Components"). Reapit reserves the right to update or replace these components without prior notice. Reapit will not be liable for any direct or indirect losses caused by changes, outages, or discontinuation of such Third-Party Components.

**2 DATA PROTECTION**

2.1 The Application User Terms must comply fully with Data Protection Laws.

2.2 Without prejudice to the generality of the paragraph 2.1, the Developer must clearly notify the end users of the relevant Application as to:

- 2.2.1 the types of personal data collected or processed by the Developer and the intended processing purposes of that personal data;

2.2.2 where such Personal Data is stored (identity and location of entity maintaining the relevant database); and

2.2.3 whether any third parties are involved as sub-processors of the Personal Data.

SCHEDULE 2 – FEES

Type	Amount	Payable
Annual Registration Fee	£995	Per Contract year, payable in advance
Annual App Marketplace Fee	£595	Payable for each Application approved in accordance with clauses 2.5 and 2.5.3, and payable per contract year, in advance
Total Consumption Cost	Calculated in accordance with the table below.	Payable monthly in arrears.

Calculation of Total Consumption Cost - Methodology:

	Monthly API Calls	first 1,000	1,001-2,500	2,501-5,000	5,001-10,000	10,001-25,000	25,001-50,000
(on last day of monthly billing period)	Number of Endpoints used	Cost per API Call					
	1-5	£0.010000	£0.008000	£0.006000	£0.005000	£0.004000	£0.0025
	6-10	£0.011000	£0.008800	£0.006600	£0.005500	£0.004400	£0.0027
	11-20	£0.012500	£0.010000	£0.007500	£0.006250	£0.005000	£0.0031
	21-30	£0.014500	£0.011600	£0.008700	£0.007250	£0.005800	£0.0036
	31-40	£0.017000	£0.013600	£0.010200	£0.008500	£0.006800	£0.0042
	41-50	£0.020000	£0.016000	£0.012000	£0.010000	£0.008000	£0.0050
	51+	£0.023500	£0.018800	£0.014100	£0.011750	£0.009400	£0.0058

Calculation of Total Consumption Cost - Example for representative purposes only:

<u>Example:</u>							
Endpoints used:	21-30						
Monthly API calls	100,000						
Calls within band (A)	1,000	1,500	2,500	5,000	15,000	25,000	50,000
Band cost per call (B)	£0.014500	£0.011600	£0.008700	£0.007250	£0.005800	£0.003625	£0.001450
Cost per band (A)	£14.50	£17.40	£21.75	£36.25	£87.00	£90.63	£72.50
Total monthly cost	£340.03						

Minimum Guarantee

The Developer must ensure that its total monthly consumption cost for each of its Approved Applications is at least £200 per month. Where the Developer fails to meet this minimum in respect

of any Approved Application, the Developer must pay (and Reapit will invoice) the balance of this minimum, in addition to all other applicable Fees.

**DEVELOPER OBLIGATIONS**

1. The Developer agrees that:

- access to the Platform is solely for the purpose of developing Applications and/or accessing Reapit’s Application Programming Interfaces;
- it will not interfere with or access any other developer’s Application, without that developer and Reapit’s express prior written permission;
- it will not interfere with or disrupt the Platform, or any services or network used to provide access to the Platform;
- it will not collect any data or Personal Data on the Platform, other than through its Application and in accordance with the Application User Terms Principles;
- it will not re-identify (or seek to re-identify) any anonymised data;
- it will provide feedback when requested by Reapit, in relation to the performance of the Platform;
- it will co-operate in all matters relating to this Agreement with Reapit;
- it will not provide access to the Platform to anyone who has not entered into a direct agreement with Reapit on the same terms as this Agreement and, without prejudice to the foregoing, it will not share (i) any API access credentials provided by Reapit and/or (ii) the Registration Details with any third party;
- it will conduct an industry-standard penetration test on each Application at least once every calendar year and provide Reapit with the results of such test;
- it will not use the Platform in a manner, develop an Application, or share any content or Developer Feedback, that (in Reapit’s reasonable opinion):
  - is false or misleading;
  - is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack;
  - invades another’s privacy or includes, copies or transmits another’s confidential, sensitive or personal information;
  - promotes bigotry, racism, hatred or harm against any group or individual;
  - is obscene or not in good taste;
  - infringes or promotes the infringement of a Third Party’s rights, including Intellectual Property Rights;
  - promotes the infringement of any Applicable Laws;
  - contains a solicitation of funds, goods or services, or promotes or advertises goods or services (other than the Application itself); or
  - contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer.

- 2. The Developer must make available upon request access to the Application in both test and production environments for Reapit to conduct random spot-checks.
- 3. When reading Data from end points the Developer must update those end points and write back associated Data, including the “Negotiators diary” in order to ensure that the Platform remains the Single source of truth for the benefit of all Marketplace Applications
- 4. Server Side Applications that are not a companion to a Client Side Application listed on the Marketplace must use Reapit Connect in their non-Marketplace application(s).
- 5. The Developer must use Reapit Connect and Reapit Elements UI component library when building Client Side Applications for the Marketplace.
- 6. The Developer must not exceed or circumvent (or seek to circumvent) the Monthly API Call Limit as updated and communicated by Reapit from time to time and the Developer is solely responsible for ensuring that it keeps track of its current consumption of Monthly API Calls.
- 7. The developer must not exceed, the API call request either on monthly per second or concurrent request basis. For clarification, please refer to API documentation or contact a member of the partner team.
- 8. The Developer must maintain no more than 5 API interaction threads in respect of any one Approved Application and must await completion of one or more previous requests before submitting new ones.

**SCHEDULE 4 – ADMINISTRATION FEES AND INTEREST**

In the following events, the Developer must pay Reapit on demand the following Administration Fees by way of liquidated damages for all loss and damage caused. The parties agree and acknowledge that these liquidated damages are reasonable and proportionate to cover the costs of dealing with the following events and to protect Reapit’s legitimate interest in its Intellectual Property Rights and the App Marketplace.

- 1. Breach of approval process - £595
- 2. Breach of support ticket process
  - (i) Selecting wrong impact level - Initial incident £50 thereafter £200
  - (ii) Incorrectly describing the incident - Initial incident £50 thereafter £200
  - (iii) Inflating the number of clients/agents affected - Initial incident £50 thereafter £200
- 3. Interest on late payment of Fees - As outlined in this agreement regarding interest at 5% above the bank of England rate, all Fees not paid within 30 days will be subject to the same interest adjustment.
- 4. Termination for repeat breaches- Developers that are found to persistently breach the rules of this Agreement and incur Administration Fees (even if paid) may be subject to Reapit terminating this Agreement.