**All 'Key-Data Systems' agreements and contracts are subject to the conditions of contract stated on the following pages.**
This is not withstanding any other conditions stipulated by the buyer, whether in the buyer's invitation to tender or otherwise.

Key-Data Systems Payment
Our unique 'subscription' payment option includes use of the product(s), support and product updates. Whilst we do always aim to guarantee complete customer satisfaction, we do need to ensure that this policy is not misunderstood or misinterpreted.

Key-Data Upgrade Policy
The products: 'Key-Data Gold' and 'Key-Data Pathways' are fully owned by the company 'Key-Data Systems LTD' and this company retain the rights to the way in which our products develop both now and in the future. We do not offer, and it is not necessary to offer our customers a separate bespoke management package written specifically for them. Our products have been developed over many years as a direct reaction to customer requirements with customer feature requests added at our discretion.

Our customers are requested to send us additional features, reports or letter requests where these are required. These requests are logged, and built into our product development schedule. When a product update is ready for dispatch, we ship the upgrade to our complete user base at no extra charge. In this manner all customers benefit from the new features, technical support is simplified as only one version is supported, and we do not have to try to 'sell' the upgrades which in turn leads to an improved support mechanism and working relationship with our customers.

Upgrade Time Scales
The time from request to upgrade is dependent upon the complexity of the requests, the development time necessary, the perceived urgency and our current workload. Over the last 18 years we have been delivering 2-3 major version updates per year to customers.

'Key-Data Systems' : General Terms
1. SOFTWARE AND HARDWARE LICENCE AGREEMENT The use of the 'Key-Data Gold' and the 'Key-Data Pathways' software systems supplied by 'Key-Data Systems', confirms the client's agreement to be bound by the terms contained within the licence agreements.

2. CONTRACTS All contracts with 'Key-Data Systems' relating to the supply of goods and services by 'Key-Data Systems' shall be valid and binding only if made in writing and shall be subject to these Conditions and any other conditions imposed by 'Key-Data Systems' in the agreement. A contract shall exist when, and only when, 'Key-Data Systems' despatches its written acceptance of a Client's order. No variation of any contract shall be valid and binding unless the terms thereof have been agreed in writing between 'Key-Data Systems' and the Client.

3. PRICES Unless 'Key-Data Systems' quotes otherwise all prices are strictly net and are not subject to any discount. The client shall bear all additional costs as specified within the contract terms.

4. PAYMENT Unless 'Key-Data Systems' quotes otherwise invoices are due for payment immediately. Payments to us will normally be made monthly by direct debit, and in some agreed cases by standing order. 'Key-Data Systems' invoices are raised on the first of the month, with payment taken around 15th of that month. Where a payment is not made to us by either by direct debit, or standing order and the client is still under the minimum contract term, 'Key-Data Systems' will take steps to recover the full money due on the term to run. Where we have requested a customers first payment by bankers card or credit card and payment is subsequently not made monthly as agreed, then 'Key-Data Systems' reserve the right to claim whatever money is due to us on this card. For this reason please ensure that a card related to your business is used for your first payment. On non-approved accounts then the Client will need to supply at least three satisfactory trade references. If delivery is required prior to our receipt of this information then full payment will be required from the Client

before a Client's order can be dispatched. Without prejudice to 'Key-Data Systems's' rights payment by the due date is a condition precedent to the fulfilment of 'Key-Data Systems's' further obligations

under the contract in respect of which default is made or any other contract subject to these conditions then subsisting between ourselves and the Client.

5. LATE PAYMENT Please note that every communication or reminder for late payments, or where a Direct Debit agreement is cancelled without due notice will incur a charge of £60.00. This cost is to cover the administration costs involved. Additionally, where it has been necessary to suspend service to a client for non-payment a £60.00 re-connection fee will be applied to cover our administration costs.

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

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

(2) If the Client shall make default in punctual payment sums due to us under any contractor shall fail to perform and observe any conditions to which a contract with us is made subject, or if the Client shall suffer any distress or

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

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

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

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

(6) The Client will notify 'Key-Data Systems' in writing of any changes in his/her name, address or other circumstances that may affect the payment of accounts at least 14 days in advance of date of effect. (7) We shall not be liable for any advice or expression of opinion unless we have confirmed the same in writing.

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

(1) Act Of God

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

(3) Force majeure)

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

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

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

(7)   Delay on part of contractors or tradesmen not employed by us

(8)   Breakdowns

(9)   Accident

(10)  Theft

(11)  The unavailability for reasons beyond our control of such labour and materials as are necessary for the proper and effective performance of our obligations under the contract

(12)  Any cause beyond 'Key-Data Systems's' control, then immediately upon the occurrence of any such circumstances, we shall give notice to the Client thereof and a fair and reasonable time for delivery shall be correspondingly agreed.

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

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

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

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

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

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

14. COMMISSIONING The cost of all and any commissioning by the Client in accordance with the contractual law will unless otherwise specified in writing by 'Key-Data Systems' are to be met by the Client. The Client will also be responsible for the cost of any additional commissioning due to amendments, variations, or defects in drawings, designs or specification. 'Key-Data Systems' will render charges to the Client as appropriate to cover such costs.

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

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

`17.` CONTRA CLAIMS
`(1)` No contra claims shall be set off against the invoices of 'Key-Data Systems'

without our prior approval in writing
`(2)` We shall not meet any claims for loss or damage to the person or property of the Client's or to third parties unless such loss or damage, unless we have notification in writing within 14 days of such loss or damage occurring.

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

`19.` CANCELLATION The minimum contract/agreement period offered by 'Key-Data Systems' is twelve (12) calendar months. A cancellation received before this time will be liable to the full charge due calculated on pro-rata basis. Where a minimum lease term has been honoured, at least one full calendar months notice of cancellation must be given. In the event of cancellation of any contract for whatever reasons, any outstanding fees should be made to 'Key-Data Systems' by the Client immediately. The Client will also be responsible for payment of any sums due or previously paid by 'Key-Data Systems' to third party suppliers or agents. Cancellation procedure: A letter may be sent to our main office, (Plas Llanfaelog), or an email may be sent to accounts@key-data.co.uk. The communication should clearly state your wish to cancel our services and we will confirm your cancellation request in either writing (if a letter was dispatched) or by email (if an email was sent). A cancellation can only be considered complete when the client has received a confirmation communication from 'Key-Data Systems'. If this confirmation has not been received within 3 days then the client should check that 'Key-Data Systems' received the request. **NOTE: CANCELLATION OF A DIRECT DEBIT AGREEMENT OR A STANDING ORDER PAYMENT IS NOT A CANCELLATION REQUEST AND WILL INVOLVE THE AGENCY IN ADDITIONAL CHARGES. FURTHERMORE SHOULD A PAYMENT MECHANISM BE CANCELLED BY A KEY-DATA CLIENT WITHOUT NOTICE, THEN KEY-DATA SYSTEMS RESERVE THE RIGHT TO REFUSE TO ALLOW THE CLIENT TO USE OUR MONTHLY PAYMENT SCHEME IN THE FUTURE.**

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

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

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

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

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

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

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

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

28.  PROPER LAW Contracts to which these conditions apply shall be governed by the laws of

England, and the English courts alone shall have jurisdiction in relation thereto.
29.  SYSTEM FUNCTION AND DATA BACKUP

(1)'Key-Data Systems' can take no responsibility for the correctness of any legal documentation generated by our products. Where a mail-merge template is provided at the time of installation, this is done purely to allow us to build in the appropriate mail-merge fields and our clients should take every care to ensure the legal documentation (eg, tenancy agreement and various section notices) are edited as appropriate. Additionally, our clients should edit the templates again where alterations in letting law dictate this to be necessary.
(2)It is the responsibility of our clients to ensure that a backup copy of their current data is always available. This will allow us, in an emergency such as fire/theft/pc failure etc, to restore the data to the time of the last data backup.
30.  OPERATING SYSTEM/HARDWARE SUPPORT Except in circumstances where a clients computer hardware has been supplied by and is maintained by 'Key-Data Systems' we can not be responsible for any PC workstation or office network that does not function as expected. It is stipulated that each 'Key-Data' client has recourse to a suitable specialist hardware/operating system support company specialising in the field of PC hardware/network configuration that may be called upon when required. Multiuser, or 'networked' software applications such as those supplied by 'Key- DataSystems', can only be as reliable as the local PC and the chosen network topology. 'Key-Data Systems' will endeavour, wherever possible, to assist where software system use/reliability issues arise that are not directly related to the software systems supplied by 'Key-Data Systems'. However, we must state that if the customer does not accept responsibility for the issues despite having had this explained to them by 'Key-Data Systems' staff, then we retain the right to make additional charges for the time spent on resulting support issues.

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

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

customer will at all times be able to see what the support team member is doing and the remote session may be disconnected by the customer at any time.

33. PRODUCT SUPPORT POLICY All members of the Key-Data support team are efficient, highly-trained and very knowledgeable in both our products and the letting industry as a whole. They will always act in a courteous manner to clients, even when under pressure, and Key-Data Systems pride our-self

in the excellent working relationship that we have with our client-base. In the unusual event that a Key-Data client is considered to be rude or abusive to a member of the Key-Data support team then Key-Data Systems reserve the right to move that client off our telephone and 'live chat' support mechanisms, and onto email support only. A warning will be given to the user before this step is taken.

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

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

{ii) These terms and conditions are subject to alteration without notice. An up to date version is available on request.
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