

## STANDARD TERMS FOR LOCATOR

1. Subject to paragraph 1.1, in these Standard Terms, capitalised words and phrases have the meanings given in the Agreement.
- 1.1 Notwithstanding anything to the contrary in the Agreement, where used in these Standard Terms the following words and phrases shall have the following meanings:

**"Agreement"** means the standard terms and conditions of M3 Housing Ltd, as set out on [www.m3h.co.uk](http://www.m3h.co.uk);

**"NHF Schedule of Rates"** means the schedule, amended from time to time, which details the works required and proposed costs for repair jobs in respect of residential dwellings and is available at [www.m3h.co.uk](http://www.m3h.co.uk);

**"RSL"** means a Registered Social Landlord as defined in the 1988 Housing Act and shall also be deemed in these Standard Terms to include a local authority housing department or any organisation providing housing management services on their behalf;

**"Software"** means any version of the Locator software supplied by the Distributor to the Customer.

### Grant

2. Subject to, and in consideration of the payment of the Initial Fee and the Annual Fee, the Distributor grants the Customer a non-exclusive, non-transferable licence to use the Software in accordance with these Standard Terms and the terms and provisions of the Agreement.

### Use

3. The Software shall constitute a Product for the purposes of the Agreement.
4. For the purposes of paragraph 1, "use" of the Software shall be restricted to use in object code form only, by the Customer for the purposes and in the manner specified herein, and the Customer acknowledges that additional fees may be payable for any additional use or change of use approved by the Distributor.
5. The Customer shall have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Software in whole or in part or to the extent permitted by Statute.

### Authorised Users

6. The Software may be installed only on computers and servers owned by the Customer or used by it in the normal course of its business, and may not be installed on the systems of any other entity or organisation (including Affiliates of the Customer) except as provided in these Standard Terms or otherwise with the written consent of the Distributor.

7. The Software may be used and accessed only by:
  - 7.1 employees of the Customer; and
  - 7.2 contractors and other third parties providing services to the Customer (including by local and remote access), provided that they access and use the Software only via the Customer's servers and computers described in paragraph 6.
  - 7.3 Subject to paragraph 8, the Software may not be used by the Customer to provide services to any third parties.

#### **Additional Client Licences**

8. The Customer shall inform the Distributor in the event that the Customer wishes to use the Software to provide services to third parties (including to RSLs), and shall provide such information as the Distributor requests in relation to that intended use. The Distributor shall notify the Customer whether such use is permitted and, if so, whether any additional annual fee shall be payable for such use. Unless the Customer withdraws its intention to proceed, the Distributor shall grant the Customer the appropriate additional client licence specifying the additional permitted use of the Software, and the Customer shall become liable to pay the relevant annual fee (prorated to represent the remaining period until the next Renewal Date) immediately and, thereafter, as part of the Annual Fee in accordance with the Agreement. The Customer shall thereafter provide such information to the Distributor regarding the Customer's use of the Software as the Distributor may from time to time reasonably require (including information regarding the numbers of third parties to whom the Customer is providing Services using the Software), in accordance with Clause 3 of the Agreement. All other terms of these Standard Terms and the Agreement shall continue to apply.

#### **Backup copies**

9. The Customer may make up to two back-up copies of the Software where this is reasonably necessary for the lawful use of the Software. The Customer will record the number and location of all copies of the Software and take all reasonable steps to ensure the security of all copies of the Software and to prevent unauthorised copying.

#### **Support Services**

10. Subject to, and in consideration of, the payment of the Annual Fee the Distributor shall, during the year to which that Annual Fee relates, provide the following Support Services to the Customer:
  - 10.1 The availability of a helpdesk facility to respond to queries made by telephone and email, usually within two Business Days.
  - 10.2 Respond to bug reports within two Business Days, such response to include one or more of the following, at the Distributor's sole discretion:
    - 10.2.1 a fix for the bug;
    - 10.2.2 a workaround to enable the Customer to continue using the feature for which a bug has been reported, or
    - 10.2.3 a timetable for resolution.
  - 10.3 Making available regular updates to the Software to remedy bugs or to enhance existing features. It shall be the Customer's responsibility to install such updates.

- 10.4 Making available upgraded versions of the Software that may include enhancements to the performance or features of the Software and enabling use of the Software with updated versions of the NHF Schedule of Rates.

**Fees**

11. The Distributor may charge an Initial Fee and an Annual Fee for the licence to use the Software and receipt of the Support Services
- 11.1 The Initial Fee shall cover the set-up charges incurred in configuring the Software to the Customer's requirements.
- 11.2 The Customer acknowledges that the Annual Fee may be varied in accordance with the terms of the Agreement.
- 11.3 The Initial Fee and Annual Fee are set out on [www.m3h.co.uk](http://www.m3h.co.uk).
- 11.4 If the Customer fails to make payment of any Fees when due then, without prejudice to any other right or remedy the Distributor may have, the Distributor shall be entitled to suspend the Service (including the licence to use to Software) with notice until such payment is made in full.