

AGREEMENT FOR THE PROVISION OF PRODUCTS -

ORDER FORM -

This Order form and the Standard Terms (which are available at www.m3h.co.uk) are incorporated into and form the sole basis of the Contract between the Distributor and Customer. Customers should read the Terms carefully because the Terms limit the Distributor's liability. The following matters are those referred to within the Terms:

| Parties: | | |
|-----------------------------------|------------------------------|--|
| | Distributor: | M3 Housing Limited (company number 04966582) whose registered office is at Three Kings, 23 Commonsia East, Mitcham, Surrey CR4 2QA |
| | and | |
| | Customer: | <i>[Insert registered company or society name and number, address etc]</i> |
| Products which are being ordered: | | |
| Reference in Standard Terms | Heading: | Detail: |
| Definitions | Products: | The Products ordered by the Customer are: <i>[Insert details of the Products]</i> The following Relevant Schedules are applicable to the Order: <i>[Sch. 1 – Schedule of Rates Products]</i> <i>[Sch. 2 – Software Products]</i> |
| Definitions | Consultancy Services: | The scope of any Consultancy Services being provided by the Distributor includes: |

| | | [Insert details of relevant services etc] | | | | |
|------------------------------------|------------------------------------|--|---------------------|-----------------------|--|--|
| Schedule 2 Paragraph 5 | Third Parties | The Software [may/may not] be used to provide services to third parties (other than individual occupiers) or resold [to the following parties in these specific circumstances: [Insert details of Software which may be resold and to whom or delete] | | | | |
| Schedule 2 Paragraph 19 | Distributor Hosted Software | The Software is to be installed on the Distributor's following system: [Insert details] | | | | |
| Schedule 2 Paragraph 21 | Customer Hosted Software | The Software is to be installed on the Customer's following system: [Insert details] | | | | |
| Fees to be charged: | | | | | | |
| Definitions | Initial Fee | The amount to be charged for setting up the Products is: [£XXX] excluding VAT. | | | | |
| Definitions | Annual Fee | The Annual Fee for the licensing of the Product is: [£XXX] excluding VAT. | | | | |
| Definitions | Consultancy Fee | The amount to be charged for the Consultancy Fee is: A [fixed fee] [estimated fee] of [£XXX] excluding VAT. On a time incurred basis using the following hourly rates: | | | | |
| | | <table border="1"> <thead> <tr> <th>Level of consultant</th> <th>Hourly rate (exc VAT)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table> | Level of consultant | Hourly rate (exc VAT) | | |
| Level of consultant | Hourly rate (exc VAT) | | | | | |
| | | | | | | |

| | | | | |
|--------------------------------|---|--|--|--|
| | | | | |
| Definitions | Hosting Fee | The amount to be changed for the Hosting Fee is: [£XXX] excluding VAT | | |
| Clause 4.6 | purchase order | The Customer's purchase order number is: | | |
| Time: | | | | |
| Definitions | Initial Fixed Term: | The period from the Effective Date until the Customer is able to bring the Term to an end for convenience in accordance with the Standard Terms is: [Insert period] | | |
| Information provisions: | | | | |
| Clause 3.1 | The information to be provided by the Customer 90 days before each Renewal Date is: | [insert if greater information is required other than the number of Housing Units or Users] | | |
| Clause 3.2 | Number of Housing Units or Users at the date of the Order: | For licensing purposes, the number of Housing Units and/or Users at the date of this Order is: Housing Units: [Insert No.] Users: [Insert No.] Consisting of: [No. Read Only Users and No. Full Users] . | | |
| Clause 13.2 | The variation to the instructions for processing | [Insert instructions] | | |

| | | |
|---|---|--|
| | Personal Data are: | |
| Clause 18.1 | The correct email and postal addresses for the Parties are: | <p>Distributor: The postal address is stated in the “Parties” section above. The email address is [insert].</p> <p>Customer: [The postal address is stated in the “Parties” section above.] [The postal address is: insert] The email address is [insert].</p> |
| Any Special Provisions: | | |
| Clause 1.2 | The Special Provisions are: | [Insert any amendments to the standard terms] |
| Acceptance or Signatures | | |
| <p>This Contract is formed by the Customer either accepting the Contract by clicking the “Accept” button if the form is being completed online, or by clicking “Accept” in response to an email containing the completed Order form. Alternatively, where the Parties decide to do so, the Parties can set out their signatures below to indicate acceptance of the Contract.</p> <p>The Date of the Contract is the date on which the Customer clicks on the “Accept” button or (if the Contract is to be signed) the date on which the last Party affixes its signature to the Contract in the boxes below.</p> | | |
| | Signed by Distributor | |

| | | |
|--|-----------------------------|--|
| | | |
| | Signed by Customer : | |
| | | |
| | Date: | |