

HOSTING SERVICES ATTACHMENT (SME) TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form (“**We/Us**”) and the customer identified in the signature block in the Order Form (“**You/Your**”). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date in the Order Form. The parties agree to the following:

1. DEFINITIONS.

Capitalized terms that are not otherwise defined in this Attachment have the meanings set forth in the Master Agreement.

“**AUP**” means, where applicable in relation to Hosting Services, the Acceptable Use Policy and Fair Use Policy as published on the Website from time to time;

“**Hosting Support**” means assistance in relation to availability of the Hosting Service only, in accordance with the Service Description and the SLA. For the avoidance of doubt, it does not include Support for the Software, which is provided in accordance with the Software Licence and Support Attachment.

“**Service Description**” means the service description document for the Hosting Service as published by us from time to time on the Website;

“**SLA**” means the service level agreement published by Us on the Website for the Hosted Service;

“**Emergency Downtime Event**”: the unavailability of Your access to the Hosting Services caused by the execution of emergency maintenance or force majeure, notwithstanding the exercise of commercially reasonable precautions. An Emergency Downtime Event may include, without limitation, preventing (1) the imminent loss of data, (2) unavailability of third party networks and/or services, such as telecommunications and ISP services or (3) the introduction or reproduction of Malicious Code.

“**Malicious Code**”: computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Website**” means, in relation to Hosting Services, <http://commercial.a365hosted.co.uk/serviceinfo/>.

2. GRANT OF USE. Subject to the timely payment of the applicable fees, We shall provide for the Hosting Term the Hosting Services, or internal business purposes and in compliance with the other terms of the Agreement. Access and use of the Hosting Service is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in clause 5.2 (Restrictions) of the Master Agreement and if applicable, is expressly limited to the maximum number of Licence Metrics and use rights and limitations set forth on the Order Form. Additional Licence Metrics must be purchased under an additional Order Form at the pricing in effect at the time the additional licences are added (in addition to separate administration costs to make changes at Your request at the then current standard rate, payable also for any other initial Order Form changes), prorated for the remainder of the then-current Hosting Term, in the event actual use exceeds the licence quantities. We shall be entitled to inspect Your use of the Hosting Services and hosted Software at any time without prior notice. If necessary, We may require You to operate and run a tool or programme provided by Us on Your equipment in order to verify that Your use of the Software and Hosting Services complies with the terms of the Agreement. You shall arrange the appropriate Internet access for Your users. Further You shall at all times use appropriate hardware and/or software to access the Hosting Services, as may be advised by Us from time to time. You may not access the Hosting Services other than as set out herein, and You shall notify Us immediately if You become aware of any unauthorised access to or use of the Hosting Services.

3. SERVICES.

3.1. Start Date. We will use reasonable endeavours to ensure that the Hosting Services are supplied by any dates agreed by the parties in writing but any delivery dates or times quoted for delivery, commencement or completion of will be estimates only and time will not be of the essence.

3.2. Availability. We shall use reasonable endeavours to maintain twenty four (24) hour online presence for the Hosting Service and to comply with the SLA and the Service Description. However, we cannot guarantee continuous, uninterrupted use. There will be times when We will be required to interrupt the provision of the Hosting Services in order to carry out routine maintenance, repairs, reconfigurations or upgrades on a regular basis or in Emergency Downtime Event and other circumstances beyond Our control. We shall notify You in advance of any planned interruptions.

We may suspend the Hosting Services without notice and without any liability to You if: (i) the Hosting Services or Software are being used in breach of the Agreement (including without limitation failure to pay any fees); (ii) there is a breach of security in respect of which We reasonably believe that the suspension of the Hosting Services is necessary to protect Your or Our network or a third party network; (iii) due to Emergency Downtime Events; or (iv) if required by law, regulation or court order or as compelled by a law enforcement or government agency or other relevant regulatory agency.

In the event the Hosting Services are suspended due to Your act or omission, We reserve the right to charge You for a reconnection fee prior to resuming provision of the Hosting Services.

We may from time to time upgrade Our hosting facility and it may become necessary to relocate the hosting equipment within the same location or to another location. In each such case, if availability to You may be affected, We shall give You reasonable advance notice and use reasonable endeavours to minimise the effect that any such change will have on the Hosting Services.

3.3. Third-Party Software. We may provide third-party software to You for use with the Hosting Service. This will be based on the software provider’s standard terms of use. We are not liable or responsible for the third-party software, as it is for Your use and benefit in receiving the Hosted Service. .

3.4. Backups and Restoration Services. We shall use commercially reasonable efforts to safeguard and accurately maintain Your data stored on the Hosting Services. In the event of any loss or damage to Your data, Your sole and exclusive remedy shall be for Us to use reasonable endeavours to restore the lost or damaged data from the latest back-up of such data maintained by Us in accordance with any archiving procedure in place. We shall not be responsible for any loss, destruction, alteration or disclosure of Your data caused by any third party (except those third parties sub-contracted by Us to perform services related to Your data maintenance and/or back-up or in regards to disaster recovery services as may be purchased by you in accordance with an Order Form).

3.5. Hosting Support. Hosting Support is included in the Hosting Service fees and shall be provided by Us in accordance with this Attachment. You shall (i) follow all lawful and reasonable instructions and directions from Us in relation to use of the Hosting Services, (ii) ensure that the Hosting Services are used in a proper manner by competently trained users, (iii) notify Us promptly of any problems in availability, (iv) designate primary and secondary contacts within your user base with which We can liaise, and (v) ensure your primary and secondary contacts cooperate with Us in performance of our duties. We will use reasonable endeavours to attempt to correct or assist You to avoid unavailability thought to be suitable to the problem or at Our option resort to other means toward a mutually satisfactory solution. If You make unreasonable, excessive or inappropriate use of the Hosting Support, then We may at Our absolute discretion either suspend or charge extra for such Hosting Support and

invoice You, and You agree to pay, for the additional charges in respect of time spent supplying such Hosting Support at the then current rates.

3.6. Exclusions. You are solely responsible for ensuring that the Hosting Services are compatible with Your existing systems and software. We shall not be required to configure the Hosting Services or Your systems and software to be compatible with one another. Fees for Hosting Services do not include Professional Services. You are solely responsible for obtaining and maintaining at Your own expense, all equipment needed to access the Hosting Services, including but not limited to Your Internet access.

4. CERTAIN OBLIGATIONS.

4.1. Payment Obligations. Fees, billing cycle and payment terms for Hosting Services including any initial set-up fees are as set forth in the Order Form. Hosting Service fees may be increased at any time with 30 days notice in-line with (i) wholesale energy price increases and/or (ii) third-party software fee increases as may be implemented by Our suppliers.

4.2. Passwords. You are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by users You authorise. You shall ensure that authorised users log in using their own username and password only and do not share usernames and passwords, if You believe that any other user or a third party may have obtained an authorised user's username or password, please report the matter to Us immediately by telephoning Our helpdesk. You are entirely responsible for any and all activities that occur under Your account. You agree to immediately notify Us of any unauthorised use of Your account or any other breach of security known to You. We shall have no liability for any loss or damage arising from Your failure to comply with these requirements.

4.3. Security. To the extent the Hosting Services use encryption to reduce the probability of an un-authorised interception of information transmitted using the Hosting Services, You must use a browser that support such encryption technology in order to access the Hosting Services. It is Your and Your users responsibility not to access the Hosting Services from a location that is not secure, would violate laws or would otherwise be inappropriate. You acknowledge that use of or connection to the Internet provides the opportunity for unauthorised third parties to circumvent security precautions and illegally gain access to the Hosting Services and Customer Data and that no form of encryption is 100% secure. Accordingly, We cannot and do not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

4.4. Customer Data. You shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which You acquire Customer Data. You authorise Us and Our data centre to serve as the host and repository for the data You enter into the hosted Software.

4.5. Acceptable Use. You shall use the Hosting Services exclusively for authorised and legal purposes, consistent with all applicable laws and regulations. You agree and You shall cause Your users to comply with the AUP and not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains Malicious Code; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. You further agree not to interfere or disrupt networks connected to the Hosting Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Hosting

Services. We may remove any violating content posted on and/or transmitted through the Hosting Services, without notice to You. We may suspend or terminate any user's access to the Hosting Services in the event that We reasonably determine that such user has violated the terms and conditions of the Agreement. You shall comply with, and cause all entities under Your direction or control to comply with: (a) all procedures, rules and regulations that We or Our data centre require for the Hosting Services; and (b) all applicable laws related to the Hosting Services (including, without limitation, laws governing the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance and storage of personal data, and where applicable, patient and other healthcare information).

4.6. General. In the event that We are required to work on Your premises or any premises suggested by You, you will ensure that We are provided with suitable and safe office accommodation, suitable services (such as telephone, scanning and photocopying facilities), any computing and ancillary facilities (such as Internet access) and/or any other reasonable facility or service We require to perform Our duties when on site.

5. TERM AND TERMINATION.

5.1. Term and Renewal. The Initial Term of Hosting Services commences on the date that We notify you that provisioning has been completed and that the Hosting Service is ready for first use by You (for Software installation and testing purposes etc), and continues for the term set forth in the Order Form ("**Initial Term**"). Following the end of the Initial Term, Hosting Services shall automatically renew continuously for successive 12 month periods unless otherwise specified in the Order Form (each a "**Renewal Term**"), unless either party gives written notice at least 90 days prior to the end of the Term, of its intention to terminate the Service. The Initial Term and Renewal Terms are collectively referred to as the "**Hosting Term**".

5.2. Termination. This Attachment may be terminated by either party in accordance with clause 8 of the Master Agreement. In addition this Attachment shall automatically terminate upon termination of Your Licence to use Our Software, if applicable, for any reason. The clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

5.3. On termination of this Attachment however caused Your right to use the Software via the Hosting Services, if applicable, will automatically cease and you shall ensure that you transfer your domain(s) away from the Hosting Service by the effective date of termination or as soon thereafter as is reasonably practicable.. If the Agreement is terminated by You for our material breach, We will, at Our sole discretion, either make Your data available to You in standard readable form via email, CD-ROM, DVD, USB memory stick, USB hard disk drive and FTP download (any applicable hardware for these purposes are to be supplied by You) or allow You 30 days' access to the Hosting Services following such termination to retrieve and store a read only copy of Your data. If the Agreement is terminated by Us or by You for any other reason, then We reserve the right to make a charge for such service or access (at the then current rates).

6. WARRANTIES AND DISCLAIMERS. Without prejudice to the disclaimers contained in the Master Agreement, We warrant that We will perform the Hosting Services using reasonable skill and care.