

SCHEDULE 2 – HOSTING SERVICES

1. DESCRIPTION HOSTED SERVICES

We provide the following Hosted Services which includes infrastructure on which to operate Our Software and the Services to manage that infrastructure on Your behalf.

References to a third party service provider shall mean Microsoft and/or Microsoft Azure based on the context in which third party service provider is used.

When using Microsoft Azure You acknowledge You are entering into a direct agreement with Microsoft for the use of Azure. Their terms and conditions of use, service levels and guarantees regarding the availability of the service provided by Microsoft are set out here <https://azure.microsoft.com/en-us/support/legal>

When using Microsoft software on Azure such as Windows server, SQL Server, Office and other Applications, You are subject to Microsoft's terms and conditions set out here <https://docs.microsoft.com/en-us/partner-center/agreements>.

2. TERMS OF HOSTING SERVICES

2.1. In consideration of You entering into the applicable Microsoft Agreement as required by Microsoft and the payment of the Charges detailed in Part A Clause 6, We hereby undertake to provide the Hosting Services set out in this Schedule 2 for the Term of the Agreement.

2.2. You acknowledge and agree that the platform which We make available to You in connection with the provision of the Systems is hosted for Us by a third party service provider and that We are not responsible for the act or omissions of that third party service provider and, without prejudice to the generality of the foregoing, We make no representations and provide no warranties as to the availability, functionality or performance of that platform.

2.3. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities (including the internet) and You acknowledge that the Systems may be subject to limitations, delays and other problems inherent in the use of such communications facilities (for example, that the Systems may not be completely secure).

2.4. You shall ensure that Your network and systems comply with any relevant specifications provided by Us in Our release documentation from time to time and You shall be solely responsible for procuring and maintaining Your network connections and telecommunications links from Your systems to Our systems, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

2.5. You are deemed to enter into this Agreement with full knowledge of Our agreement with the third-party service provider referred to in this Schedule 2. We will make Our agreement with the third-party service provider (subject to the redaction of any commercially confidential provisions) available to You on request or We will direct You to the location of the third-party service provider's contract terms. In the event of any default or failure by the third party service provider which constitutes a breach of Our agreement with the third party service provider or if the third party service provider suspends the provision of the Hosting Services, We will, at Your request and cost, use Our reasonable endeavours to seek to enforce the terms of Our agreement with the third party service provider and procure the recommencement of the Hosting Services to the extent We are reasonably able to do so under such hosting agreement. We shall not be liable to You for any loss or damage resulting from such default, failure or suspension of the Hosting Services unless caused as a result of Our breach of the hosting agreement. This clause 2.5 sets out Your sole remedy and Our entire liability arising out of or in connection with the availability, functionality or performance of the platform.



2.6. You acknowledge and agree to comply at all times with the “Terms of Use” of the third-party service provider referred to in this Schedule 2 which is in force from the date of this Agreement or the date of the agreement with the third-party service provider, whichever is most recent, and updated from time to time.

