

HOSTING SERVICES TERMS

These Hosting Services Terms are made on the Effective Date between **Aquis** and the **Client** (each a “**party**” and together the “**parties**”), as such terms are defined in the Order Form into which these Hosting Services Terms are incorporated (the “**Order Form**”).

1 Interpretation

- 1.1 All capitalised terms in this document shall have the meanings given to them in the General Terms incorporated in the Order Form.
- 1.2 These Hosting Terms shall only apply if any Hosting Services are provided under the Order Form, as agreed under a separate Statement of Work.

2 Hosting Services

- 2.1 Aquis shall use reasonable endeavours to maintain the availability of the Hosting Services in accordance with the Service Levels. Downtime caused directly or indirectly by any of the following shall not be counted as a lack of availability nor will it be considered a breach of this Agreement:
 - 2.1.1 a Force Majeure event;
 - 2.1.2 a fault or failure of the internet or any public telecommunications network;
 - 2.1.3 a fault or failure of the Client's computer systems or networks;
 - 2.1.4 any breach by the Client of this Agreement; or
 - 2.1.5 scheduled maintenance carried out in accordance with this Agreement.
- 2.2 Where Aquis is providing Hosting Services, Aquis will be responsible for:
 - 2.2.1 maintaining the integrity of the platform, providing management Information and reporting on key system resource performance indicators; and
 - 2.2.2 performing daily infrastructure health checks, including:
 - (a) system monitoring;
 - (b) start-of-day and end-of-day platform health checks; and
 - (c) capacity and performance monitoring.
- 2.3 If the Client wishes to amend the Statement of Work for the Hosting Services (e.g. if the Statement of Work specifies that the Client's platform is hosted on-premise and the Client wishes it to be hosted in the cloud) then the parties will negotiate and agree a Statement of Work for Additional Services along with a revised fee for the Hosting Services that reflects the amended service.