



SCHEDULE 7 –HOSTING SCHEDULE

This HOSTING SCHEDULE (this “Hosting Schedule”) is a Schedule to the Master Services Agreement to which this Schedule is attached. The Master Services Agreement and this Hosting Schedule, together with any other attached Schedules and Ordering Documents, together are the Agreement.

1. THE HOSTING SERVICES

1.1. Hosting the Software. Customers that enter into a Software License may elect to host the Software on their own servers or elect to have the Software hosted by Provider (the “Hosting Services”). If Customer elects to purchase the Hosting Services, Provider shall provide to Customer access and use of the Software described in Schedule 1 - Proposal, for the period specified therein (the “Hosting Period”), in consideration of payment of the applicable Hosting Fees.

1.2. Service Level Agreement. Provider will use commercially reasonable efforts to provide the Hosting Services 99.9% of the time, as measured each calendar quarter. If Provider is unable to meet this service level, Customer will be eligible to receive a credit to apply to future Hosting Fees based upon the prorated Unavailability for that calendar quarter. “Unavailability” means that the Software is inaccessible due to the Hosting Services, provided that Unavailability that is a result of scheduled maintenance will not be considered for service credit calculations. Any credit for Unavailability will be calculated by dividing the number of minutes of Unavailability by the total number of minutes in that calendar quarter.

1.3. Hosting Restrictions. The Hosting Services may only be used to host the Software and may not be used for any other means. Provider will not exercise control over the content of the information passing through the network, provided that, Provider reserves the right to police its network to verify compliance with all agreed upon the Agreement.

2. CUSTOMER DATA OWNERSHIP

Customer (and its licensors) shall exclusively own all right, title and interest in and to Customer Data and Intellectual Property Rights thereto.

3. FEES AND PAYMENT

3.1. Hosting Fees and Payment. Customer shall pay the Hosting Fees, in advance, for the hosting of the Software during the Term, as set forth in the Ordering Document. Hosting Fees shall be invoiced annually before each calendar year, which dates may be specified in the Ordering Document. Invoices shall be due and payable within thirty (30) days of the invoice date, and in no event later than one day before the start of the applicable Subscription Period. Any future Proposals shall be at Provider’s then-published rates or as otherwise agreed by the parties in the Proposal. All payment obligations for Subscription Fees are non-



cancelable and all amounts paid are nonrefundable. Please refer to Schedule 5 – Invoicing and Payment for additional details.

3.2. Data Storage and Backup Fees. The Subscription Fees include the amounts of online data storage and hourly data backups as set forth in the Proposal. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current storage fees at the time the Subscription Fee is due. Provider shall use reasonable efforts to notify Customer when its usage approaches ninety percent (90%) of the allotted storage space; however, any failure by Provider to notify Customer shall not affect Customer's responsibility for such additional storage charges. Any additional data storage shall be at Provider's then applicable rates or as otherwise agreed in a Proposal.

3.3. Other Terms. Invoicing and payment terms are set forth in Schedule 5 – Charging and Invoicing.

4. DATA PROTECTION AND INFORMATION SECURITY

Provider shall maintain and enforce reasonable technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of the Customer Data that are at least equal to industry standards for applications similar to the Application. However, because the success of this process depends on equipment, software, and services over which Provider has limited control, Customer agrees that Provider has no responsibility or liability for the deletion or failure to store any Customer Data or communications maintained or transmitted by the Application. Customer shall be responsible for backing up its own Customer Data. Customer has set no limit on the number of transmissions Customer may send or receive through the Application or the amount of storage space used, except as provided in the Proposal, and Customer's volume of transmissions may affect its Hosting Fees.