

HOSTING SERVICES ADDENDUM TO MASTER SOFTWARE LICENCE AGREEMENT

Last Updated: 10 June 2015

This Hosting Services Addendum to the Master Software Licence Agreement ('Addendum') will only apply to the extent that no binding agreement, written or electronic, (the 'Other Agreement') is already in place between the Licensee (defined below) and Uppiddee Limited, an Irish corporation ('Uppiddee'), pertaining specifically to hosting services to be provided by Uppiddee.

To the extent that any other agreement is in effect, then such other agreement will govern Uppiddee's provision of hosting services and this agreement will not apply even if you are required to affirm your consent to the terms of this agreement.

You hereby agree that you have the requisite authority, power and right to fully bind the person and/or entitie(s) (collectively, the 'Licensee') wishing to access and use the hosting services listed on the Ordering Document (as defined in the Master Software Licence Agreement between Uppiddee and the Licensee (the 'Master Agreement')).

If you do not have the authority to bind the Licensee or you or the Licensee do not agree to any of the terms below, Uppiddee is unwilling to provide the hosting services to the Licensee, and you should discontinue the order process.

1. Background and Purpose

This Addendum sets forth the terms and conditions under which Uppiddee through its third party hosting provider will provide Hosting Services for the Licensee's benefit. All terms, conditions, restrictions and limitations set forth in the Master Agreement shall apply to the Software that will be hosted by Uppiddee under this Addendum (the 'Hosted Software') in the same manner as they apply to the Software. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Master Agreement and the Standard Service Support Level Agreement.

2. Ordering Term

Hosting Services may be ordered pursuant to an Ordering Document. If an Ordering Document specifies that Hosting Services will be provided by Uppiddee, the term of such Hosting Services shall be the same as the initial or renewal subscription licence term of the related Hosted Software licences ('Hosting Term').

3. Hosting Services

3.1 Set-Up and Configuration: Uppiddee will be responsible for the set-up, configuration and hosting of the computer hardware, software, communications systems, network and other infrastructure ('Hosting Infrastructure') necessary to host the Hosted Software and permit Users to access and use the Hosted Software. Uppiddee will, in its sole discretion, determine the specific Hosting Infrastructure and the components thereof. The Licensee acknowledges and agrees that it has no right to and specifically disclaims any possessory, leasehold or other real property interest in the physical equipment and software utilized to set-up and maintain the Hosted Software. Unless

otherwise set forth on the Ordering Document; the Hosting Infrastructure will include a multi-tenant architecture.

3.2 Managed Server Support: Uppiddee will manage and install all Updates and Upgrades (as defined in the Standard Support Service Level Agreement) for the Hosted Software within the Hosting Infrastructure. Uppiddee will implement Updates and Upgrades to the standard unmodified Hosted Software in accordance with its regularly scheduled maintenance; provided that each such implementation shall be as agreed upon by the parties for any single-tenant Hosting Infrastructure. Upon the Licensee's request and subject to the payment of additional fees, Uppiddee will implement Updates and Upgrades to any Hosted Software that has been modified for any reason (e.g. pursuant to a Professional Services engagement).

3.3 Administration Users: The Hosted Software will include a restricted-access administrative interface component ('Administrative Interface') to allow Administration Users to access the configuration and settings components of the Hosted Software to manage, configure and monitor the Hosted Software for the Licensee's benefit. Each Administration User will be assigned a unique user identification name and password for access to and use of the Administrative Interface ('Administration User ID'). The Licensee shall be responsible for ensuring the security and confidentiality of all Administration User IDs. The Licensee acknowledges that it will be solely and fully responsible for all liabilities incurred through use (permitted or unpermitted) of any Administration User ID.

3.4 Hosted Data:

(a) Between Uppiddee and the Licensee, the Licensee is responsible for all information, content and data that Users upload into the Hosted Software (the 'Hosted Data').

(b) In no event may the aggregate size of the Hosted Data exceed 100 gigabytes ('Default Capacity'). The Licensee may purchase additional capacity beyond the Default Capacity. The Licensee will be notified when its storage space is approaching its allotted capacity and will be required to either reduce the size of its storage space, or acquire additional capacity. The Licensee is responsible for any charges incurred due to extraordinary usage, such as uploading of excessively large files.

3.5 Service Levels: Uppiddee will provide Hosting Services in accordance with the service levels and other requirements set forth in Exhibit A to this Addendum. The Licensee agrees that Uppiddee may amend or replace this Exhibit A if and when it migrates to a different Hosting Facility, upon prior written notice to the Licensee and subject to the condition that the new service levels are not materially less protective of the Licensee than the immediately prior ones.

3.6 Acceptable Use: The Licensee will, and shall ensure that its Users will, comply at all times with all applicable laws and regulations with respect to the use of the Hosting Services and Hosted Software. Without limiting the foregoing, neither the Licensee nor any User shall use the Hosting Services or Hosted Software in connection with any (a) infringement or misappropriation of any intellectual property right of any third party; (b) defamation, libel, slander, obscenity, or violation of the rights of privacy or publicity of any third party; or (c) other offensive, harassing or illegal conduct. The Licensee shall, and will ensure that all Users shall, comply with the terms and conditions of the

Acceptable Use Policies pertaining to the use of the Hosting Services and Hosted Software as provided or made available by Uppiddee. Uppiddee's current Acceptable Use Policy is located at <http://www.uppiddee.com/legal>. Such policies are incorporated herein by reference and may be amended from time to time as required by applicable law or Uppiddee's third party hosting provider. Uppiddee reserves the right to take down, delete and/or block access (whether temporarily or permanently) to any Hosted Data that violates any of the provisions of this Section 3.6 or in respect of which Uppiddee receives a complaint from any person. The Licensee is responsible for establishing and enforcing terms of use and privacy policies applicable that govern use of the Hosting Services and Hosted Software by Users as permitted under this Addendum and applicable law. In relation to all personal data comprised within any Hosted Data, the Licensee warrants that such personal data shall have been obtained and supplied to Uppiddee in compliance with applicable data protection legislation, including the Licensee having obtained all necessary consents and approvals from Users that are necessary to permit Uppiddee to perform the Hosting Services.

3.7 Security: Uppiddee shall require any Hosting Facility to (i) establish and maintain appropriate technical and organizational measures to protect against accidental damage to, or destruction, loss, or alteration of Hosted Data; (ii) establish and maintain appropriate technical and organizational measures designed to protect against unauthorized access to the Hosting Infrastructure and Hosted Data; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Hosted Software. Uppiddee is not responsible for the security of Hosted Data while in transit over the Internet. As part of Hosting Services, Uppiddee does not scan for the existence of Harmful Code within the Hosted Software generally nor does it scan downloaded files prior to opening by the User. For purposes of this Section 3.7, 'Harmful Code' means computer software routines intentionally designed to permit unauthorized access to or use of the Hosted Software, Hosting Infrastructure or the Licensee's computer systems (e.g. a 'back door', 'time bomb', 'trojan horse', 'worm', 'drop dead device', 'preventative routine' or 'virus').

3.8 Back-ups: Uppiddee will require that the Hosting Facility back up the Hosted Data on a daily basis onto an electronic storage medium and store all such backups in an environment that is separate from the location of the Hosting Infrastructure. Uppiddee will require that the Hosted Data is encrypted in transit and when stored for back up, and that backups are performed as follows: (a) daily backups will be completed nightly and will be maintained for seven days, and (b) weekly backups will be completed on Sunday evenings and will be maintained for twenty-eight days. Any additional backup services requested by the Licensee will be subject to Uppiddee's approval and may be subject to a separate charge.

3.9 Business Continuity: Uppiddee will maintain a business continuity plan that documents the procedures to follow in the event of unexpected event that is expected to result in an extended interruption in the Hosting Services. In the event of any catastrophic event that prevents Uppiddee's performance of the Hosting Services, Uppiddee will execute the business continuity plan without any additional charge to the Licensee.

4. Support

The Ordering Document sets forth the level of Maintenance and Support provided for the Hosted Software.

5. Fees and Payments

The amount of the fee required for the Hosting Services, as well as the payment terms for such fee, will be set forth in the Ordering Document and the Master Agreement.

6. Termination; Return of Hosted Data

This Hosting Addendum terminates automatically upon termination or expiration of the Licensee's licence to the related Software under the Master Agreement. In addition, Uppiddee reserves the right to suspend or terminate the Hosting Services (including the Licensee's access to the Hosted Software) under the following circumstances: (a) the Licensee fails to pay any amount that is overdue after Uppiddee provides the Licensee with ten (10) days written notice and demand for payment; (b) the Licensee fails to cure any breach of this Addendum within thirty (30) days of Uppiddee's written notice about the breach.

Uppiddee will not have any liability to the Licensee for any termination or suspension of this Hosting Addendum, including for a refund of any pre-paid fees. Provided that the Licensee has paid all outstanding invoices in full, upon written request by the Licensee within ninety (90) days following the termination date, Uppiddee will deliver to the Licensee, in a mutually agreed upon format and at the Licensee's sole cost and expense, a copy of the Hosted Data; provided that Uppiddee shall have no obligation to maintain any Hosted Data beyond such ninety (90) day period.

7. General

The provisions of the Master Agreement will apply to this Addendum. In the event of any conflict, the provisions of this Addendum shall govern to the extent of such conflict. All modifications to or waivers of any terms of this Addendum must be in a writing that is signed by the parties hereto and expressly references this Addendum.

Exhibit A

Service Level Agreement

Uptime Commitment: Uppiddee will use commercially reasonable efforts to ensure that the Hosted Service will be available at least 99% of the time, as measured monthly, subject to the exclusions set forth below and also excluding scheduled downtime and any time necessary to implement any Updates, Upgrades or other modifications to the Hosted Software ('Uptime Commitment'). Uppiddee will notify the Licensee at least twenty-four (24) hours prior to any scheduled downtime and will use commercially reasonable efforts to minimize the effect of such maintenance on the Hosted Service.

Exclusions: The Uptime Commitment shall not apply in the event of any causes beyond the control of Uppiddee or its hosting provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, denial of service attacks, failure of the internet generally, any actions or inactions of the Licensee or any third party, or other failures.