

COOPER SOFTWARE LIMITED
HOSTING TERMS (VERSION 1: OCTOBER 2026)

1. Application and Precedence

- 1.1 These Hosting Terms apply where a Letter of Engagement states that the Supplier is to provide Hosting Services to the Client and incorporates these Hosting Terms. They supplement the Supplier's Terms and Conditions for the Provision of Services incorporated into the same Letter of Engagement (the "**Services T&Cs**"), which apply to the Hosting Services save as varied by these Hosting Terms. References in these Hosting Terms to "Conditions" are to the conditions of the Services T&Cs, and references to the "**Data Processing Addendum**" are to the data processing addendum set out in Schedule Part 1 to the Services T&Cs.
- 1.2 Where these Hosting Terms apply, references in the Services T&Cs to "Services" include the Hosting Services, and references to "Services Fees" include the Hosting Fees and the Build Fees.
- 1.3 In relation to the Hosting Services, if there is any conflict or inconsistency between the documents comprising the Agreement, the following order of precedence applies: (a) the Letter of Engagement; (b) these Hosting Terms; (c) the Data Processing Addendum; and (d) the remainder of the Services T&Cs, save that nothing in these Hosting Terms shall reduce any obligation of the Supplier to the extent that obligation is required by Article 28(3) of the UK GDPR.
- 1.4 Capitalised terms not defined in paragraph 13 of these Hosting Terms have the meaning given in Condition 28 (Definitions and Interpretation) or in the Data Processing Addendum.
- 1.5 Each reference to a Condition is to the Condition bearing that number and heading in the Services T&Cs incorporated into the same Letter of Engagement. If the numbering in those Services T&Cs differs, the reference shall be read as a reference to the Condition bearing that heading.

2. Hosting Term

- 2.1 Notwithstanding Condition 1 (Commencement and Duration), the Hosting Services shall commence on the Hosting Start Date and continue for the Hosting Initial Term. Thereafter the Hosting Services shall automatically renew for successive periods of twelve (12) months (each a "Hosting Renewal Period") unless either party gives the other not less than ninety (90) days' written notice of termination expiring at the end of the Hosting Initial Term or the then-current Hosting Renewal Period.
- 2.2 The Hosting Initial Term shall be the Initial Term. Condition 10.2 (Termination) and the second sentence of Condition 11.2 (Consequences of Termination) shall not apply to the Hosting Services, and the Client may not terminate the Hosting Services for convenience. The Supplier may terminate the Hosting Services for convenience at any time by giving the Client not less than ninety (90) days' written notice. The Hosting Services may be terminated only in accordance with paragraph 2.1, this paragraph 2.2, paragraph 4.5, paragraph 6.3,

paragraph 7.1, Condition 10.1 (Termination) or Condition 12 (Force Majeure). Termination or expiry of the Hosting Services alone shall not affect any other Services under the Agreement.

- 2.3 Where the Letter of Engagement provides for a one-time build or set-up phase, the Build Fees are payable in accordance with the Letter of Engagement and are non-refundable once the Supplier has commenced provisioning of the Hosting Environment.

3. Hosting Services

- 3.1 The Supplier shall provide the Hosting Services described in the Letter of Engagement, which shall include the provisioning, operation, monitoring and maintenance of the Hosting Environment and the backup of Client Data as set out in paragraph 7, the application of Security Patches as set out in paragraph 3.6, and, where the Letter of Engagement so states, database administration of the database service within the Hosting Environment (being monitoring, backup, application of Security Patches, capacity management and routine maintenance of that database service, but excluding the matters in paragraph 3.5).
- 3.2 The Hosting Environment specification set out in the Letter of Engagement is indicative and reflects the Supplier's sizing recommendation based on the Sizing Assumptions at the date of the Letter of Engagement. The Supplier may vary the underlying infrastructure, Hosting Provider, region or architecture of the Hosting Environment from time to time provided that: (a) the Service Levels are not materially adversely affected; (b) paragraph 7.2 continues to be complied with; and (c) the Supplier gives the Client not less than thirty (30) days' notice of any change of Hosting Provider or hosting region. A change of Hosting Provider is subject to paragraph 7.1.
- 3.3 If the Client's actual usage exceeds any of the Sizing Assumptions by more than 5%, or the Client requests additional environments, capacity or services, the Supplier may, by not less than thirty (30) days' notice to the Client, increase the Hosting Fees and/or vary the Hosting Environment to reflect that usage or those requirements. The increase or variation shall take effect on the date stated in the notice and shall be recorded in a Change Order, but Condition 5.1 (Change Control) shall not prevent it taking effect before a Change Order is signed. Where the notice relates to usage exceeding the Sizing Assumptions, the increase shall not take effect if, before the end of the notice period, the Client reduces its usage to within the Sizing Assumptions and maintains it there. Condition 5.5 applies to the preparation of Change Orders implementing additional environments, capacity or services requested by the Client. The Hosting Fees shall not be reduced if the Client's usage is below the Sizing Assumptions. Any reduction in the Hosting Environment, the Hosting Services or the Hosting Fees requested by the Client shall take effect only if agreed by the Supplier in a Change Order and, unless the Supplier agrees otherwise, not before the end of the Hosting Initial Term or the then-current Hosting Renewal Period. The Client shall give the Supplier not less than one (1) month's written notice of any change it requests to the Hosting Environment, the Sizing Assumptions or the scope of the Hosting Services, and the Supplier shall not be obliged to implement any requested change before the end of that notice period. Usage shall be measured by reference to the Supplier's monitoring tools and reports (which may include data provided by the Hosting Provider), which the Supplier shall make available to the Client on reasonable request.

- 3.4 The Supplier shall use reasonable endeavours to perform Scheduled Maintenance within the Maintenance Window, and may perform Scheduled Maintenance outside the Maintenance Window provided that it gives the Client not less than five (5) Business Days' notice. The Supplier shall in any event give the Client not less than five (5) Business Days' notice of any Scheduled Maintenance expected to cause unavailability of the Production Environment. The Supplier may perform Emergency Maintenance at any time and shall notify the Client as soon as reasonably practicable.
- 3.5 The Hosting Services do not include any of the following unless expressly stated in the Letter of Engagement: application support or configuration of the Software; user administration within the Software; data migration or cleansing; performance tuning of the Client's customisations; penetration testing; the application of patches or updates other than Security Patches (including minor patches, release updates and other non-security updates); major version upgrades of the operating system, database software or Software; testing of the Software or of the Client's customisations, integrations or data following any patch, upgrade or other change; disaster recovery beyond the backup and restore obligations in paragraph 7; and any services required as a result of the matters in paragraph 6.2.
- 3.6 The Supplier shall apply Security Patches to the operating systems and database software within the Hosting Environment on a schedule determined by the Supplier, within the Maintenance Window or, where the Supplier considers that a Security Patch requires urgent application, as Emergency Maintenance. Where the Hosting Environment includes a non-production environment, the Supplier will normally apply a Security Patch to that environment before the Production Environment. The Supplier may defer or decline to apply a patch where it reasonably considers that the patch may adversely affect the stability or security of the Hosting Environment or the operation of the Software. The Client is responsible for testing the Software following the application of any patch, and any such testing performed by the Supplier at the Client's request is chargeable under paragraph 8.3. The Supplier is not responsible for patching the ERP Platform or any other Software. The Supplier shall apply Security Patches with reasonable skill and care and in accordance with the vendor's published instructions, but does not warrant that any patch will be free from defects or compatible with the Software or the Client's customisations, integrations or data. If a patch fails or causes an incident, the Supplier shall use reasonable endeavours to roll back the patch or restore the affected environment from backup as part of the Hosting Services; any further work to resolve an incompatibility with the Software or the Client's customisations, integrations or data is chargeable under paragraph 8.3 unless caused by the Supplier's breach.
- 3.7 The Hosting Environment is monitored by automated tools on a continuous basis. The Supplier's response to monitoring alerts, incidents and requests is provided only during the Support Hours, save for any out-of-hours response expressly stated in the Letter of Engagement.

4. Service Levels

- 4.1 The Supplier shall use reasonable endeavours to make the Production Environment Available for not less than the Availability Target in each calendar month, measured in accordance with paragraph 4.2. No Availability Target or other Service Level applies to any non-production

environment, which is provided on a reasonable endeavours basis only and may be unavailable from time to time without notice.

- 4.2 Availability shall be measured by the Supplier's monitoring tools (which may include monitoring tools and data provided by the Hosting Provider) as the percentage of minutes in the calendar month during which the Production Environment is Available, excluding Excluded Downtime. The Supplier shall make its Availability records available to the Client on reasonable request, and those records shall be conclusive save for manifest error.
- 4.3 Excluded Downtime means any period of unavailability caused by or attributable to: (a) Scheduled Maintenance or Emergency Maintenance; (b) any act or omission of the Client, its users or any third party acting on the Client's behalf, including the Client's customisations, configurations, integrations or data; (c) a defect in the Software or the ERP Platform, or any action required by the Software vendor; (d) failure or degradation of the Hosting Provider's services, networks or facilities not caused by the Supplier's breach; (e) the Client's or its users' connectivity, equipment or networks; (f) suspension under Condition 6.8 or paragraph 9; (g) an event of the kind described in Condition 12 (Force Majeure); or (h) any period during which the Supplier is awaiting information or action from the Client.
- 4.4 The Availability Target and any response or resolution targets in the Letter of Engagement are service objectives. Failure to meet them shall not of itself constitute a breach of this Agreement, and no service credits, refunds or other financial remedy shall be payable in respect of them, without prejudice to paragraph 4.5 and to the Client's rights in respect of any breach by the Supplier of its other obligations. Any response or resolution target applies only during the Support Hours and is suspended while the Supplier is awaiting information or action from the Client or a third party (including the Hosting Provider or the Software vendor). The Supplier may close an incident where the Client has not responded to a request for information within fourteen (14) days.
- 4.5 If Availability of the Production Environment is below the Availability Target in any three (3) calendar months within any rolling period of six (6) calendar months, the Client may, by written notice given within thirty (30) days after the end of the third such month, terminate the Hosting Services without liability under paragraph 10.1(b) for the remainder of the Hosting Initial Term or the then-current Hosting Renewal Period. This paragraph 4.5 states the Client's sole and exclusive remedy for any failure to meet the Availability Target.
- 4.6 The Client shall give the Supplier not less than two (2) Business Days' notice of any planned maintenance, change or other activity by or on behalf of the Client that may affect the Hosting Environment or trigger the Supplier's monitoring alerts. Work performed by the Supplier to investigate, respond to or remedy any unavailability, incident or degradation caused by any of the matters described in paragraph 4.3(b) or 4.3(e), or by any activity of which the Client has not given notice in accordance with this paragraph 4.6, is not included in the Hosting Fees and shall be chargeable on a time and materials basis under paragraph 8.3 (and Condition 6.2(b) applies to any such work performed outside Normal Working Hours).
- 4.7 The Supplier shall provide a service report and hold a service review meeting (which may be held by video conference) with the Client's manager appointed under Condition 3.1(b) once in each calendar quarter, or at such other frequency as is stated in the Letter of Engagement, to review Availability, incidents, Security Patches applied, backup performance, usage against

the Sizing Assumptions and forthcoming changes. Any agreed actions shall be recorded in the meeting notes. Additional service review meetings requested by the Client shall be chargeable under paragraph 8.3.

5. Client Obligations

- 5.1 In addition to Condition 3 (Client's Obligations), the Client shall: (a) hold and maintain all licences required for the Software and the ERP Platform to be installed and operated in the Hosting Environment, and comply with the terms of those licences; (b) use the Hosting Environment only for its internal business purposes and in compliance with Applicable Laws and the Acceptable Use Policy; (c) be responsible for the acts and omissions of its users and for the security of user credentials issued to it; (d) not introduce, and take reasonable steps to prevent the introduction of, Viruses or Vulnerabilities into the Hosting Environment; (e) not attempt to access any part of the Hosting Environment or Hosting Provider infrastructure other than the environments provisioned for it; (f) notify the Supplier without undue delay of any actual or suspected security incident, unauthorised access or misuse; and (g) provide the Supplier with access to its personnel and systems as reasonably required to investigate and resolve incidents.
- 5.2 The Client acknowledges that the Supplier does not provide the Software or the ERP Platform under this Agreement and has no responsibility for their functionality, defects or licence compliance. Condition 3.1(f) (Client's Obligations – licences, consents and permissions) applies.

6. Hosting Provider

- 6.1 The Client acknowledges that the Hosting Environment is provided using infrastructure and services of the Hosting Provider, and that the Hosting Provider Terms apply to the Client's use of the Hosting Environment. The Client shall comply with them and shall not cause the Supplier to be in breach of them.
- 6.2 The Supplier shall not be liable for any failure, degradation, suspension or withdrawal of the Hosting Provider's services except to the extent caused by the Supplier's breach of this Agreement. Where the Supplier receives a service credit or other compensation from the Hosting Provider that is attributable to the Client's Hosting Environment, the Supplier shall pass through the net amount to the Client and this shall be the Client's sole remedy in respect of the relevant Hosting Provider failure. This paragraph 6.2 does not limit the Supplier's responsibility under paragraph 5.3 of the Data Processing Addendum for the acts and omissions of the Hosting Provider as a Subprocessor, which is subject to Condition 9 (Limitation of Liability and Insurance) and paragraph 11.
- 6.3 If the Hosting Provider increases its charges, changes or withdraws any service used to provide the Hosting Services, or changes its terms in a way that materially affects the Supplier's ability to provide the Hosting Services, the Supplier may on not less than thirty (30) days' written notice: (a) increase the Hosting Fees to reflect the increase in the Supplier's costs; and/or (b) vary the Hosting Environment or the Hosting Services accordingly; and if the change is not acceptable to the Client, the Client may terminate the Hosting Services on written notice expiring at the end of that thirty (30) day period without liability under paragraph

10.1(b) for the remainder of the Hosting Initial Term or the then-current Hosting Renewal Period, save that the Client shall pay the Supplier any Unavoidable Provider Costs.

7. Client Data, Backup and Security

- 7.1 Condition 27 (Client Data) applies. As between the parties, the Client is the controller and the Supplier is the processor of any Client Personal Data in the Hosting Environment, and the Data Processing Addendum applies. The Client gives its general written authorisation for the Supplier to engage the Hosting Provider, and any replacement Hosting Provider engaged under paragraph 3.2, as a Subprocessor, and this constitutes the Client's prior written consent for the purposes of paragraph 5.1 of the Data Processing Addendum. The Supplier shall give the Client not less than thirty (30) days' notice of any replacement Hosting Provider, during which the Client may object on reasonable data protection grounds. If the parties cannot resolve the objection in good faith within that period, the Client may terminate the Hosting Services by written notice without liability under paragraph 10.1(b).
- 7.2 The Supplier shall store and process Client Data in the Hosting Environment within the United Kingdom and the European Economic Area (unless otherwise specified in the Letter of Engagement) and shall not transfer Client Data outside that territory without the Client's prior written consent, save that the Client consents to any Restricted Transfer of Client Personal Data by or to the Hosting Provider (including for the purposes of the Hosting Provider's support, security and operational services) that is made under a transfer mechanism recognised by the Data Protection Laws, including the International Data Transfer Agreement, the International Data Transfer Addendum to the EU Standard Contractual Clauses and UK adequacy regulations (including the UK Extension to the EU-US Data Privacy Framework). This consent constitutes the Client's prior written consent for the purposes of paragraph 6 of the Data Processing Addendum.
- 7.3 The Supplier shall configure and maintain automated backups of the Production Environment in accordance with the following policy, or such other backup policy as is stated in the Letter of Engagement (the "Backup Policy"): (a) for the database service, a full (level 0) backup each week and an incremental (level 1) backup on each other day, each retained for thirty (30) days on a rolling basis; and (b) for the operating system and boot volumes of the virtual machines in the Production Environment, a daily backup retained for seven (7) days on a rolling basis. Backups run automatically every day, but the Supplier monitors their completion only during Business Hours. Where a scheduled backup fails, the Supplier shall use reasonable endeavours to remedy the failure and, where necessary, take a replacement backup by the end of the first Business Day after the failure, and a failed backup remedied in this way shall not be a breach of this paragraph 7.3. Backups of non-production environments are not taken unless the Letter of Engagement states otherwise. The Supplier's target recovery point objective is twenty-four (24) hours and target recovery time objective is twenty-four (24) Business Hours for the Production Environment, unless the Letter of Engagement states otherwise. The recovery point objective and recovery time objective are service objectives and paragraph 4.4 applies to them. The obligation to take and retain backups in accordance with this paragraph 7.3 is not a service objective. The Supplier shall not be in breach of this paragraph 7.3 where a backup is not taken, or is lost or corrupted, as a result of a failure of the Hosting Provider's services that is not caused by the Supplier's breach; in that event paragraph 6.2 applies and the Supplier shall use reasonable endeavours to take a

replacement backup as soon as reasonably practicable after the Hosting Provider's service is restored. The Supplier does not warrant that any backup can be restored successfully unless restore testing is included in the Hosting Services under the Letter of Engagement. Backup storage is provided within the Hosting Fees to the extent reflected in the Sizing Assumptions, and paragraph 3.3 applies to backup storage in excess of them.

- 7.4 The Supplier shall restore Client Data from backup: (a) at no additional charge where the loss or corruption is caused by the Supplier's breach; and (b) otherwise on request, on a time and materials basis at the Supplier's then-current daily rates.
- 7.5 The Supplier shall notify the Client without undue delay, and in any event within forty-eight (48) hours, after becoming aware of a Security Incident affecting Client Data, and shall provide such information and co-operation as the Client reasonably requires to meet its obligations under the Data Protection Laws. Where a Security Incident is also a personal data breach affecting Client Personal Data, paragraph 7.2 of the Data Processing Addendum governs the content of the notification, and the notifications required by this paragraph 7.5 and that paragraph may be given as a single notification.
- 7.6 Nothing in this Agreement obliges the Supplier to provide a disaster recovery or business continuity service in respect of the Hosting Environment unless expressly stated in the Letter of Engagement. Subject to Condition 9.1 and paragraph 11, and save where the loss or corruption results from the Supplier's failure to take or retain backups in accordance with paragraph 7.3, where that failure is caused by the Supplier's own act or omission and not by a failure of the Hosting Provider's services, the Supplier's liability for loss or corruption of Client Data shall be limited to restoring the Client Data from the most recent available backup taken in accordance with paragraph 7.3.
- 7.7 In respect of the Hosting Provider, the Supplier's obligations under paragraph 9 of the Data Processing Addendum shall be satisfied by making available to the Client, on request and subject to Condition 8 (Confidentiality), the Hosting Provider's current independent third-party certifications or audit reports (such as ISO/IEC 27001 certificates or SOC 2 Type II reports). The Client shall not be entitled to audit or inspect the Hosting Provider's facilities or systems.
- 7.8 Where Hosting Services are provided, Annex 1 to the Data Processing Addendum shall be read as extending to all Client Personal Data stored in the Hosting Environment, which may include personal data relating to the Client's employees, contractors, customers and suppliers processed by the Client in the Software. The Client shall not store any special category personal data (within the meaning of Article 9 of the UK GDPR), or personal data relating to criminal convictions and offences, in the Hosting Environment without the Supplier's prior written agreement (which may be given in the Letter of Engagement), and the Supplier may make its agreement conditional on reasonable additional security measures and/or additional Hosting Fees.

8. Charges

- 8.1 The Client shall pay the Hosting Fees at the intervals specified in the Letter of Engagement.
- 8.2 Where the Letter of Engagement provides for the indexation of recurring fees, that indexation shall apply to the Hosting Fees in place of Condition 6.10. In addition, the Supplier may

increase the Hosting Fees: (a) under paragraph 3.3 where usage exceeds the Sizing Assumptions; and (b) under paragraph 6.3 to reflect changes in Hosting Provider charges.

- 8.3 Work requested by the Client which is outside the Hosting Services (including the exclusions in paragraph 3.5) shall be chargeable on a time and materials basis at the daily rates in the Letter of Engagement or, if none, the Supplier's then-current standard daily rates, and Conditions 6.2 and 6.4 apply.

9. Suspension

- 9.1 In addition to Condition 6.8, the Supplier may suspend the Client's access to all or part of the Hosting Environment with immediate effect on written notice if: (a) the Supplier reasonably believes that the Client or its users are in breach of paragraph 5.1 or the Acceptable Use Policy; (b) suspension is necessary to protect the security or integrity of the Hosting Environment, other clients or the Hosting Provider's infrastructure; or (c) the Hosting Provider requires the Supplier to do so.
- 9.2 The Supplier shall restore access as soon as reasonably practicable after the cause of suspension has been remedied. Hosting Fees continue to accrue during any period of suspension under this paragraph 9 or Condition 6.8. During any suspension for non-payment the Supplier shall preserve Client Data for not less than 30 days from the date of suspension.

10. Termination and Exit

- 10.1 On termination or expiry of the Hosting Services for any reason: (a) Condition 11 (Consequences of Termination) applies; (b) where the Supplier terminates under Condition 10.1 (Termination), or the Client purports to terminate the Hosting Services other than as permitted by these Hosting Terms and the Supplier accepts that purported termination, before the end of the Hosting Initial Term or the then-current Hosting Renewal Period, the Client shall pay the Supplier the Early Termination Charge calculated in accordance with paragraph 10.5; and (c) the Supplier shall, on written request made within thirty (30) days after termination, make available to the Client an export of the Client Data in the Hosting Environment in a standard database export format reasonably specified by the Supplier. The Supplier's time in preparing and delivering the export shall be chargeable on a time and materials basis at the Supplier's then-current daily rates, save where the Client has terminated under Condition 10.1(b) for the Supplier's breach, in which case the export shall be provided at no additional charge.
- 10.2 Exit assistance beyond paragraph 10.1(c), including migration of the Client Data or the Software to another environment, may be provided at the Supplier's discretion on a time and materials basis at the Supplier's then-current daily rates, subject to the Client having paid all sums due and to the parties agreeing the scope of that assistance in a Change Order.
- 10.3 Unless the Client instructs the Supplier in writing to delete the Client Data sooner, the Supplier shall retain the Client Data (and, where the Client so requests, the Hosting Environment) for thirty (30) days after termination or expiry to allow the export under paragraph 10.1(c) (the "Exit Period"). Where the Client requests continued access to the Hosting Environment during the Exit Period, the Hosting Fees shall continue to be payable pro rata for the period of that access; no Hosting Fees are payable for the retention of Client Data alone during the Exit

Period. At the end of the Exit Period (or on the Client's earlier written instruction) the Supplier shall delete or destroy the Client Data (other than in backups, which shall be deleted in the ordinary course of the Supplier's backup cycle) save to the extent that retention is required by applicable law, and shall, on request, confirm deletion in writing. This paragraph 10.3 and paragraph 10.1(c) set out the arrangements for the return and deletion of Client Personal Data for the purposes of paragraph 8 of the Data Processing Addendum.

- 10.4 The Client acknowledges that the Supplier commits to capacity and services from the Hosting Provider for the Hosting Initial Term and each Hosting Renewal Period in reliance on the Client's commitment for that period, that the Hosting Fees (as varied from time to time under this Agreement, including under paragraph 8.2) have been priced on that basis, and that the Early Termination Charge payable under paragraphs 10.1(b) and 10.5 is a proportionate means of protecting the Supplier's legitimate interest in recovering that committed cost and the return reflected in the Hosting Fees. The Early Termination Charge credits the Client with the Hosting Provider charges that the Supplier avoids as a result of early termination, and is not intended to put the Supplier in a better position than if the Hosting Services had continued for the Remaining Period.
- 10.5 The "Early Termination Charge" is the sum of: (a) the Hosting Fees that would have become payable for the period from the date of termination to the end of the Hosting Initial Term or the then-current Hosting Renewal Period (the "Remaining Period") (to the extent not invoiced before the date of termination), less the Avoided Costs; and (b) any Unavoidable Provider Costs relating to any period after the end of the Remaining Period, provided that the relevant commitment was notified to the Client in the Letter of Engagement or otherwise in writing before the Supplier entered into it. "Avoided Costs" means the Hosting Provider charges that the Supplier would have incurred for the Client's Hosting Environment during the Remaining Period and which it does not incur as a result of the termination, having used reasonable endeavours to cancel, reduce or reallocate them. The Early Termination Charge shall be payable within thirty (30) days of the date of the Supplier's invoice. It is payable in addition to sums accrued due at the date of termination but in substitution for any claim by the Supplier for damages for loss of the Hosting Fees for the Remaining Period, and no amount shall be recovered more than once under this paragraph 10.5, Condition 11 (Consequences of Termination) or otherwise.
- 10.6 Hosting Fees paid or invoiced in advance are not refundable on termination, save that where the Hosting Services are terminated by the Supplier under paragraph 2.2 or Condition 12 (Force Majeure), or by the Client under paragraph 4.5, paragraph 6.3, paragraph 7.1 or Condition 10.1 (Termination), the Supplier shall refund (or credit) the proportion of any Hosting Fees paid in advance that relates to the period after the date of termination, less (in the case of termination under paragraph 6.3) any Unavoidable Provider Costs.

11. Liability

- 11.1 Condition 9 (Limitation of Liability and Insurance) applies to the Hosting Services. In respect of claims arising under or in connection with the Hosting Services, Condition 9.2(b) shall apply as if the references in it to the Services Fees were to the Hosting Fees and Build Fees only, and the Supplier's liability in connection with the Hosting Services shall count towards (and

not be in addition to) the aggregate limit in Condition 9.2(b) that applies to this Agreement as a whole.

- 11.2 Condition 9.2(a) shall not exclude the Supplier's obligations under paragraph 7.4(a), or its liability under paragraph 7.6 where loss or corruption of Client Data results from the Supplier's failure to take or retain backups in accordance with paragraph 7.3, where that failure is caused by the Supplier's own act or omission and not by a failure of the Hosting Provider's services, in each case subject to the limit in Condition 9.2(b).
- 11.3 The Client acknowledges that the Hosting Fees have been set by reference to the allocation of risk in these Hosting Terms, including the Service Levels being service objectives, the limits on the Supplier's liability for loss or corruption of Client Data and the Supplier's reliance on the Hosting Provider.

12. Notices and Service Communications

- 12.1 In addition to Condition 24 (Notices), notices and communications relating to Scheduled Maintenance, Emergency Maintenance, incidents, Security Incidents, service reports and operational matters may be given by e-mail to the addresses notified by each party's manager appointed under Conditions 2.2 and 3.1(b), and shall be deemed received when sent, provided no bounce-back is received. Notices of termination, breach or dispute remain subject to Condition 24 (Notices).

13. Definitions

In these Hosting Terms:

"Acceptable Use Policy" means the acceptable use policy of the Hosting Provider forming part of the Hosting Provider Terms, together with any acceptable use policy for hosted environments that the Supplier may publish on its website or notify to the Client from time to time;

"Agreement" means the Letter of Engagement, the Services T&Cs (including the Data Processing Addendum) and these Hosting Terms;

"Available" means that the infrastructure comprising the Production Environment (being the virtual machines, storage, networking and database service provisioned by the Supplier) is running and reachable via the agreed access method at the network boundary of the Hosting Environment, irrespective of whether the Software itself is operable and irrespective of any failure of the Client's or its users' connectivity, equipment or networks (including any VPN or internet connection); and "Availability" shall be construed accordingly;

"Availability Target" means the percentage stated in the Letter of Engagement or, if none, 99.5% per calendar month;

"Avoided Costs" has the meaning given in paragraph 10.5;

"Build Fees" means the one-time fees for provisioning and building the Hosting Environment stated in the Letter of Engagement;

"Business Hours" means Normal Working Hours;

"Data Processing Addendum" has the meaning given in paragraph 1.1;

"Early Termination Charge" has the meaning given in paragraph 10.5;

"Emergency Maintenance" means maintenance that the Supplier reasonably considers necessary to address a security Vulnerability, a Hosting Provider requirement or a risk to the integrity of the Hosting Environment and which cannot reasonably wait until the next Maintenance Window;

"ERP Platform" means the third-party enterprise software platform (including IFS Cloud) licensed by the Client and installed in the Hosting Environment;

"Excluded Downtime" has the meaning given in paragraph 4.3;

"Exit Period" has the meaning given in paragraph 10.3;

"Hosting Environment" means the servers, storage, networking and related infrastructure provisioned by the Supplier through the Hosting Provider for the Client, comprising the Production Environment and any non-production environments described in the Letter of Engagement;

"Hosting Fees" means the recurring fees for the Hosting Services stated in the Letter of Engagement, as varied under this Agreement;

"Hosting Initial Term" means the initial term for the Hosting Services stated in the Letter of Engagement;

"Hosting Provider" means the third-party cloud infrastructure provider used by the Supplier to provide the Hosting Environment, being Oracle Cloud Infrastructure or Microsoft Azure at the Effective Date or such other provider as the Supplier may use from time to time under paragraph 3.2;

"Hosting Provider Terms" means the acceptable use policy of the Hosting Provider and those terms of service of the Hosting Provider that apply to customers and end users of its services, as published by the Hosting Provider on its website and updated by it from time to time (links to which the Supplier may publish on its website or provide to the Client on request);

"Hosting Services" means the hosting and infrastructure management services described in the Letter of Engagement and paragraph 3 (including any database administration services described there);

"Hosting Start Date" means the date stated in the Letter of Engagement or, if none, the date on which the Supplier notifies the Client that the Production Environment has been provisioned and is available for the Client's use;

"Maintenance Window" means the period stated in the Letter of Engagement or, if none, Friday 20.00 to Sunday 21.00 UK time and on weekdays (Monday, Tuesday, Wednesday and Thursday) from 20.00 to 05.00 UK time;

"Production Environment" means the environment within the Hosting Environment designated in the Letter of Engagement as the Client's live production environment;

"Remaining Period" has the meaning given in paragraph 10.5;

"Scheduled Maintenance" means planned maintenance of the Hosting Environment performed within the Maintenance Window or otherwise in accordance with paragraph 3.4;

"Security Incident" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Client Data in the Hosting Environment (including any personal data breach, within the meaning of the UK GDPR, affecting Client Personal Data in the Hosting Environment);

"Security Patch" means a patch or update to the operating system or database software within the Hosting Environment which is released by the vendor of that software and classified by that vendor as a security or critical patch, including, where the vendor delivers security fixes only as part of a cumulative update (such as an Oracle Database Release Update), that cumulative update, but excluding any major version upgrade and any patch or update to the ERP Platform;

"Services T&Cs" has the meaning given in paragraph 1.1;

"Service Levels" means the Availability Target and any other service objectives stated in the Letter of Engagement;

"Sizing Assumptions" means the assumptions as to numbers of users, data volumes, environments, transaction volumes and other parameters on which the Hosting Environment specification and Hosting Fees are based, as stated in the Letter of Engagement;

"Software" means the ERP Platform and any other software installed in the Hosting Environment for the Client;

"Support Hours" means the support hours stated in the Letter of Engagement or, if none, Business Hours;

"Unavoidable Provider Costs" means any non-cancellable commitment made by the Supplier to the Hosting Provider (including reserved capacity, savings plans or committed-spend arrangements) specifically for the Client's Hosting Environment, to the extent that the Supplier cannot cancel, reallocate or otherwise mitigate it using reasonable endeavours and has not already recovered it through the Hosting Fees;

"Virus" means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, or the access to or operation of any data; and

"Vulnerability" means a weakness in the computational logic in software or hardware components that, when exploited, results in a negative impact to confidentiality, integrity or availability.