

In requesting FileMaker Hosting from FileMaker-Hosting.co.uk:

You the client agree that:

- You and your agents shall conduct itself responsibly and in accordance with the laws, rules, and regulations that in the locations where the serviced is used.
- You and your agents will not infringe on the copyrights, trademarks, service marks, patents, or other intellectual property or personal rights held by any third party
- You and your agents acknowledge and agree that except for the express warranties provided in this agreement all warranties whether express or implied or statutory and all obligations and representations as to performance including all warranties that might arise from course of dealing or custom or trade and including all implied warranties of merchantability of fitness for a particular purpose are hereby expressly excluded and disclaimed by MoleSoft.
- You acknowledge and agree that in no event shall MoleSoft or its respective directors, officers, employees, technology partners, affiliates, or agents be liable for special, incidental, exemplary, consequential or indirect damages, or for the loss of anticipated profits to client, or its customers, or any other person under any provision of this agreement.

Backup arrangements

MoleSoft backup practice is as follows.

- At least 5 backups a day to other media and other servers within the same physical location. These are overwritten after 24 hours
- End off day backups saved to the same media as the main file which are kept 7 days
- One end of day backup which is stored at another physical location which is overwritten after 24 hours

In hosting with MoleSoft you agree that our backup arrangements as defined above are sufficient and that you understand you are responsible to make further provisions and arrangements at your own expense if they do not fully meet your requirement.

Cessation of Hosting

Either party must give the other at least one months notice if they wish to cease hosting. If MoleSoft terminate the service a pro rata refund of fees will be made. If the client gives notice no refund will normally be given except where evidence is produced showing a failure of service that is under MoleSoft's control. At the end of the charged hosting period unless notice has been given of cessation, or the hosting price pre VAT has increased, the client agrees that the hosting will be automatically renewed for another period of the same length with the same conditions.

Continuity of Hosting

MoleSoft offers a guaranteed 99% uptime and will refund the current fee for the period in the unlikely event that service levels fall below this level. We have spare servers and emergency power in place to ensure this level of service however nearly all down time is caused by software upgrades and it is our general practice to do these late in the evening to minimize client disruption. We will send out warning

messages to active users warning them to close their databases just prior to these planned breaks in hosting.

Your confidentiality:

MoleSoft agrees:

to hold the disclosing party's Confidential Information in strict confidence, (b) not to disclose such Confidential Information to any third party, and (c) not to use the disclosing party's Confidential Information for any purpose other than to further this Agreement. MoleSoft may disclose the other party's Confidential Information to its responsible employees with a bona fide need to know such information, but only to the extent necessary to carry out this Agreement. MoleSoft agrees to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of the disclosing party.

Exceptions

- Notwithstanding the above confidentiality statement, Confidential Information will not include information that:
- is now, or hereafter becomes, through no act or failure to act on the part of MoleSoft, generally known or available to the public
- Was acquired by MoleSoft before receiving such information from the disclosing party and without restriction as to use or disclosure
- Is hereafter rightfully furnished to MoleSoft by a third party, without restriction as to use or disclosure
- Is information that MoleSoft can document was independently developed by itself without use of the disclosing party's Confidential Information
- Is required to be disclosed by law, provided that MoleSoft uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure and to limit the scope of material disclosed
- Is disclosed with the prior written consent from you the client.
- On the your request MoleSoft will promptly return to you all tangible items containing or consisting your confidential information.
- Injunctive Relief. Each party acknowledges that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury to the disclosing party, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this section.

Acceptable Use Policy:

During the period that MoleSoft provides Services Client shall not distribute on the Web service or over the system any content that:

- violates intellectual property rights of any third party or any rights of publicity or privacy
- violates any law statute, statute ordinance or regulation, including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, unsolicited e-mail (known as "spam"),

- postings that violate Usenet newsgroup charters or false advertising
- is defamatory, trade libelous, unlawfully threatening or unlawfully harassing
- contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere, surreptitiously intercept or expropriate any system, data or personal information
- any activities deemed to interfere or be disruptive to MoleSoft systems or the systems of its clients or deemed by MoleSoft not be of the general profile of database hosting.

Any alleged or actual violation of the above may result in immediate termination of services.

Limited Performance Warranty:

MoleSoft warrants that it will perform its services in a competent and workmanlike manner and to ensure the technological aspects operate substantially according to the agreed to specifications. MoleSoft does not warrant that it will be able to correct all reported defects or that services will be error free. MoleSoft makes no warranty regarding features or services provided by third parties."

Indemnification:

- Client will defend, indemnify, and hold harmless MoleSoft, and their respective directors, officers, technology partners, employees, affiliates, and agents from all claims, actions, losses, liability, damages, costs, and expenses (including reasonable solicitors fees and expenses) arising from any provision or claim of this Agreement. Without limiting the generality of the above, You agree to indemnify and hold harmless MoleSoft against liabilities arising from the following:
 - The products or services provided by Client in connection with MoleSoft
 - Any actual or alleged defamatory or illegal material provided by you or your agents for placement on MoleSoft's servers.
 - Any material provided by you or your agents on, or in connection with MoleSoft, that actually or allegedly infringes on the intellectual property or personal rights of a third party

Both party agrees to:

Promptly notify the other party in writing of any indemnifiable claim and give the other party the opportunity to defend or negotiate a settlement of any such claim at the party's sole expense

Cooperate fully with the other party in defending or settling such claim; MoleSoft reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification as explained below.

Excuse:

Client agrees that MoleSoft shall not be liable for damages of any kind arising from Acts of God or any condition beyond its control.

Assignment:

This Agreement will bind and inure to the benefit of each party's permitted successor

and assigns only if written notice of assignment is given to the non assigning party.

Modifications to this Agreement:

This Agreement may be modified only in writing executed by both parties, provided that upon execution of additional Insertion Orders, the terms of the Services Agreement remain in full effect.