



Hosting and SaaS Services Agreement

1. Agreement

1.1 This Agreement states the terms and conditions by which Mackin will deliver, and the Customer will receive the Hosting or SaaS Services. For the avoidance of doubt, any terms or conditions contained in, issued with or printed on any purchase order, letter of acceptance, notice of intention to proceed or the like issued by the Customer do not form part of this Agreement and are of no effect whatsoever.

1.2 This Agreement describes certain performance and security components regarding the operation of Hosting or SaaS Services provided by Mackin. Mackin reserves the right to add, subtract or amend the terms of this agreement at any time in the event of significant changes in market conditions, or otherwise initiated by major vendors, which would affect Mackin's ability to provide its Hosting or SaaS Services.

1.3 Whilst services are provided under this Agreement, the customer must maintain a current Support Services Agreement.

2. Definitions

2.1 All Definitions specified in the general Terms and Conditions apply to this document. This section lists some additional definitions.

2.2 KCLM. Knowledge, Content and Library Management.

2.3 "Commencement Date" means the date when the hosted service is first made available.

2.4 "Support Task" means a specific incident lodged with Mackin Support Services by phone or email, and which is allocated a unique task number using issue-tracking software.

2.5 "Hosting Service" means the service provided by Mackin to the Customer to enable their Mackin system software to execute. This includes the provision and maintenance of the hardware, network and third-party software up to the boundary of the Data Center.

2.6 SaaS means Software as a Service.

2.7 "SaaS Service" means the service provided by Mackin to the Customer to enable the software to execute. This includes the provision and maintenance of the hardware, network and third-party software up to the boundary of the Data Center.

2.8 “AWS” means Amazon Web Services.

2.9 “Data Center” refers to a data center compliant with international standards (including ISO27001 for information security, ISO27017 for cloud specific controls, and ISO 27018 for personal data protection), and located in the USA; or any other data center deemed suitable by Mackin for the Services. Mackin facilitates the Hosting Service or SaaS Service, which are managed by a third-party provider, Softlink America, Inc., and hosted on AWS as the underlying web services provider.

3. Service Level

3.1 Mackin will host the software on a Data Center as defined above.

3.2 Mackin will use commercial best efforts to provide customers with 99.9% uptime. This does not include periods scheduled for upgrades and maintenance. Downtime is measured from the time an unscheduled service interruption is reported by the Customer.

3.3 Mackin reserves the right to plan a scheduled outage. Mackin will use commercial best efforts to schedule these outages at non-peak hours and limit their occurrence to necessary upgrades and required maintenance.

3.4 Upgrades to Mackin applications will be applied where Mackin considers them appropriate according to the following schedule (based on the number of days following the general availability of such upgrades):

- Patches - within 30 days;
- Minor Upgrades - within 60 days;
- Major Upgrades - within 120 days.

3.5 All customer data is backed up nightly and retained on-site for up to 7 days. Weekly tape backups are stored in a secure off-site location. Weekly backups are retained for up to 3 months.

3.6 Mackin uses a “shared server” hosting scheme, where programs and data for multiple customers may be stored on the same physical server. Data for each customer is kept in separate directories or databases, all of which are subject to access controls.

3.7 Response Times. All hosting or SaaS service issues should be logged with Mackin and are treated as a standard Support Task. Response times are detailed in the MackinVision Support & Maintenance Services Guide.

3.8 The Customer will be notified of the Commencement Date as soon as the service is available.

3.9 Mackin provides the Hosting Service and SaaS Service as a managed service, utilizing a third-party provider, Softlink America, Inc., to oversee the provisioning, operation, and management of the hosting environment. Hosting is delivered through Amazon Web Services (AWS) within the Customer’s region and are subject to any applicable conditions required by AWS with respect to the managed service.

4. Customer Responsibilities

4.1 It is the responsibility of the customer administrators to notify all persons within their organizations of scheduled outages and other service changes.

4.2 Customer administrators (or their agents) are responsible for properly maintaining the functional operation of all workstation equipment including connectivity to the Internet. Prior to alleging any problems, the Customer will verify that their own equipment and network are fully functional.

4.3 The Hosted Services must only be used for the purposes of managing and using your hosted or SaaS system in a reasonable manner. Where Mackin considers that your use is unreasonable, you will be notified and required to change your use of the Hosted Services. Reasonable use criteria includes, but is not limited to, the amount of data that you store on your hosted service; and the amount of data that you upload to and download from your hosted service.

4.4 The Customer should not post, transmit, or permit public access to information the Customer desires to keep confidential. The Customer is not permitted to post any material that is illegal, defamatory, tortious, indecently depicts children or is likely to result in retaliation against Mackin by offended users. Mackin reserves the right to refuse or terminate service at any time for violation of this responsibility.

5. Acceptable Use Policy (AUP)

5.1 Without limiting the foregoing, the Customer undertakes to ensure that any material included on the Customer's system: (a) does not infringe the Intellectual Property Rights, the Privacy Act 1988 or the privacy of any person; (b) is not obscene, offensive, upsetting, defamatory or discriminatory; (c) is not prohibited content or potentially prohibited content as defined in the relevant legislation.

5.2 The Customer further agrees to indemnify Mackin and its affiliates against any losses which arise out of, or relate to, any content provided by the Customer or the Customers of the Customer, and the Customer will reimburse Mackin and its affiliates for all legal expenses, including reasonable legal fees, incurred by Mackin and its affiliates in connection with any such losses.

5.3 Without accepting responsibility to monitor the content of its customer's KCLM systems, Mackin reserves the right to prohibit any conduct or to remove any materials or content in violation of this agreement or which Mackin believes in its sole discretion to be illegal or potentially harmful to others, or which may expose Mackin to harm or liability.

5.4 Copyright Infringement - The hosted service may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of Australian or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights.

5.5 Using the Hosted Service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited.

5.6 Any conduct that constitutes harassment, fraud, stalking, abuse, or other violations in connection with use of the Hosted Services is prohibited. Using the Hosted Service to solicit the performance of any illegal activity is also

prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

5.7 Mackin is under no duty to look at each customer's or user's activities to determine if a violation of this agreement has occurred, nor does Mackin assume any responsibility to monitor or police any Hosted service activities. Mackin disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy. Failure to follow any term or condition will be grounds for immediate Cancellation.

5.8 Mackin reserves the right to cancel services at any time. If inappropriate activity is detected, all Hosted Services of the Customer in question will be deactivated until an investigation is complete. Mackin will endeavour to provide written notification to the Customer about such termination, however, prior notification to the Customer is not assured. In extreme cases, law enforcement agencies may be contacted regarding the activity. Any violation of policies which results in extra costs to Mackin will be billed to the Customer.

5.9 Mackin may change the AUP upon thirty (30) days notice to the Customer, which notice may be provided by sending an e-mail alert to the Customer and posting such new AUP at <https://www.mackin.com/cms/uploads/pdfs/mackinvision/guidelines/Hosting.pdf>.

5.10 For an up-to-date copy of Mackin's AUP please see <https://www.mackin.com/cms/uploads/pdfs/mackinvision/guidelines/Hosting.pdf>.

5.11 The size of the database is not to exceed 5GB unless otherwise approved.

5.12 The monthly upload and download must not exceed 10% of the database limit unless otherwise approved.