

## **I. Subcontract for Hosting with ChainPoint**

### **1. Hosting ChainPoint directly with ChainPoint**

ChainPoint offers hosting of the ChainPoint Application on its own premises to facilitate customers with only a few users or organizations that are starting up their activities. This hosting service is especially suitable for users within the European time zone. ChainPoint will offer a level of performance and availability to the best of her ability. Should either the Client or ChainPoint feel that the hosting service no longer meets the Client's hosting requirements, an external specialized hosting partner shall be sought in collaboration between the Client and ChainPoint, subsequently terminating the hosting provided by ChainPoint.

### **2. Contents**

The hosting of the ChainPoint Application includes the following services:

- Hiring server capacity within a *shared* platform in a secured building where sensors allow only strictly authorized ChainPoint personnel to access the servers.
- Bandwidth: 20Mbit up/down
- ChainPoint operates the servers behind a Firewall.
- Licenses for Microsoft Windows Server, Microsoft SQL Server, anti-virus software
- Daily backup services to secured location, outside the location of the server;
- Server management, including network and performance tuning and updates of third party software such as Microsoft Windows and service during 7 days a week, from 08:30 until 17:30 Dutch time (GMT +1) in case of server downtime. This server management will be performed by third party IT Local b.v. and therefore the *Service Level Agreement* and other conditions of IT Local B.V. do apply. These conditions can be found in chapter VIII of this Annex.
- The hosting service will not be based on redundant hardware, nor will it be based on redundant internet connections. In case of any interruption to the hosting service, ChainPoint will endeavour to repair this as soon as possible. In cases of service interruption, the Client has no claim to damages as a result of such interruption.

### **3. General**

- ChainPoint offers hosting with performance that matches typical use of the System by the Client.
- Fair use: The costs are based on average usage; above average usage may result in higher hosting costs.
- Cancellation: A cancellation period of 3 months' written notice (applicable from the next month immediately following receipt of the notification) applies to the hosting contract.

## **II. Hosting Subcontract ChainPoint test server**

### *Location*

Client's test server is located at Kroonpark 10; 6831 GV, Arnhem, The Netherlands.

### *Contract expiry date*

3 months after first date, with automatic extension, each time by a period of 3 months, unless either party has terminated the contract in writing subject to 1 calendar month notice.

### *Intention test server*

ChainPoint offers test servers to Clients primarily for the following reasons:

- To allow the Client to review certain implementations of functionality before those implementations are committed to a production environment.
- To allow ChainPoint to perform software integration testing on an environment, similar in terms of technology to that of a production server, without risk of disrupting the operational continuity of any production server during that testing.
- To allow ChainPoint to validate that combinations of software components meet production requirements whilst at the same time being able to perform necessary diagnostic checks that would otherwise impede the production environment.

### *Hosting of test server by ChainPoint*

The test server hosted by ChainPoint carries with it a commitment to make the server available for Client testing at agreed time periods, whilst making the server equally available at other times for software quality assurance testing in a way that closely represents the characteristics of a production environment. ChainPoint therefore commits to the following principles when hosting a test server on behalf of Client:

- ChainPoint acts as the principal contact for the Client regarding any issues related to the test environment. Such issues can be discussed directly with ChainPoint during our working hours using our telephone support number; additionally issues can be submitted via our web application (ChainPoint Support System) during out of office hours.
- Should any issues be submitted, ChainPoint will endeavour to resolve those issues as quickly as possible and to the best of our ability. Whilst ChainPoint endeavours to maximize the uptime of a test server, please be aware that the very nature of a test server does mean that the server encounters more downtime (due to testing and updates) than a production server would be expected to encounter. However, ChainPoint will do its utmost to avoid periods of downtime during known periods of Client testing on the test environment.
- Should any issues be the result of software or hardware problems related to a third-party, ChainPoint reserves the right to forward the Client to the third-party in order to resolve an issue.
- The Client can expect that ChainPoint will regularly monitor the test server for essential updates and patches for software that relates to an installed instance of ChainPoint and will apply the patches and updates accordingly.
- The Client can expect that ChainPoint will make regular backups of the test server in case of the need to restore the test server to a previous state. Whilst ChainPoint makes every attempt to ensure the integrity of a backup stored on backup media, ChainPoint cannot guarantee the integrity of such stored data. Further please note that ChainPoint reserves the right to fully or partially charge additional recovery costs in the event of recovery having to take place due to circumstances beyond ChainPoint's control, including, but not limited to, legal regulations, strikes, natural disasters, national emergencies or any other act of God.
- ChainPoint will monitor the installation of suitable antivirus software and will ensure that necessary updates are applied to this software.

- The Client can expect that the test server will be hosted on an internet connection with sufficient bandwidth to fully carry out tests initiated either by the Client or by ChainPoint.
- ChainPoint will ensure that all necessary licensed system software is fully functioning, including Microsoft Windows Server, Microsoft SQL Server, Antivirus software.
- The Client can expect that access to the test server is suitably controlled by ChainPoint. To this end, ChainPoint operates test servers in a secured building where sensors allow only specific ChainPoint personnel to access the servers. Furthermore ChainPoint operates test servers behind a regularly updated and tested Firewall.
- ChainPoint operates working hours from 08:30 until 17:30 Dutch time (GMT +1).