

## **GENEO Software Limited**

### **Hosting Policy**

This is the Hosting Policy referred to in the GENE Software Licence Terms and Conditions of Use (Issue Date: January 2015)

#### **1. THE HOSTING SERVICES**

- 1.1 The Supplier shall ensure that the Customer and each Authorised User of the Customer is provided with access to the GENE Software for the duration of the Licence Term (or such other period as the Supplier and the Customer may agree) via a third party hosting facility (the “**Hosting Services**”).
- 1.2 The third party hosting facility selected by the Supplier pursuant to this Hosting Policy shall provide adequate and appropriate hosting equipment, security, environmental control, power supply, internet connectivity, monitoring, load distribution and administration as deemed necessary by the Supplier to maintain the Hosting Services.

#### **2. ADDITIONAL HOSTING SERVICES TERMS**

- 2.1 In addition to the GENE Software Terms and Conditions of Use, for so long as the Supplier utilises Amazon Web Services (“**AWS**”) as the selected third party hosting facility, the following terms shall be incorporated into this Hosting Policy and the GENE Software Licence and Hosting Agreement to which it relates:
  - (a) clauses 1.1, 1.2 (save for the first two sentences and the last sentence), 1.4, 2, 3.1, 4.1, 4.3, 4.4, 6, 7.3, 8-12 (but not 9), 13.1, 13.2, 13.6 and 14 of the terms and conditions set out at <http://aws.amazon.com/agreement>;
  - (b) clauses 1.1-1.4, 1.8, 4.1, 4.2, 4.3 and 4.4 of the AWS Service Terms set out at <http://aws.amazon.com/serviceterms>;
  - (c) the Trademark Guidelines set out at <http://aws.amazon.com/trademark-guidelines>; and
  - (d) the Privacy Policy set out at <http://aws.amazon.com/privacy>,

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in each case, as if the terms “**AWS**” “we”, “us” and “our” referred to the Supplier (together the “**Additional AWS Terms**”).

2.2 If any of the Additional AWS Terms are amended, supplemented or replaced by AWS then such amended terms shall automatically be incorporated into this Hosting Policy, and without the need for further notification to the Customer, save where the Supplier elects to disapply any such term.

2.3 Where there is any conflict between any of the Additional AWS Terms and the terms of this Hosting Policy or the GENE Software Licence and Hosting Agreement to which it relates, the terms of this Hosting Policy or the GENE Software Licence and Hosting Agreement (as applicable) shall prevail.

### **3. CUSTOMER OBLIGATIONS**

3.1 The Customer shall, and shall ensure that its Authorised Users shall:-

(a) make their own arrangements for internet access compliant with the Supplier’s published minimum browser requirements in order to access the GENE Software via the Hosting Services; and

(b) adhere to all policies regarding the use of the Hosting Services as set out on the website maintained <http://aws.amazon.com> (as amended from time to time, including but not limited to the Acceptable Use Policy at <http://aws.amazon.com/aup>).

### **4. TRANSFER OF CUSTOMER DATA**

4.1 The Customer acknowledges that the AWS data centre utilised by the Hosting Services is located in the Republic of Ireland and that Customer Data shall be transferred to that jurisdiction and may be transferred to other AWS data centre locations worldwide during the provision of the Hosting Services.

4.2 If and to the fullest extent permitted to do so by law, the Supplier shall consult with and obtain the Customer’s consent prior to the transfer of any Customer Data to a third party (other than AWS as a third party hosting facility provider), including any government or law enforcement agencies.