

URBANISE HOSTED SERVICE AGREEMENT

Urbanise.com enables the process of delivering services to buildings and the people in them. This process will typically involve multiple parties and

The Hosted Service Agreement (HSA) is the agreement between us (the Platform provider) and the organisation that uses our Platform to provides services to buildings(s)/owner(s)/occupants. We refer to you as the 'Operator'.

This explanatory note is to assist legal and procurement teams in understanding the HSA, its structure and how it is designed to clearly define the rights and responsibilities of each party that will use the Platform during the process of service delivery.

As our Platform is used to run your business, this agreement has been specifically designed to protect both us AND you.

Hosted Service

Urbanise.com is a Software as a Service (SaaS) Platform. Just like Google Apps, Salesforce.com, Office 365 and thousands of other hosted software solutions, you **subscribe** to use one or more sets of Platform features; you don't buy it OR own it.

This has significant operational and commercial benefits to you.

You don't need to install or maintain or upgrade our software, you just log on to your account via a standard web browser / tablet / smart phone and you are using the latest version.

This removes the requirement for IT staff and infrastructure at your location and it removes the cost and time associated with onsite software upgrades.

All of these costs are built into our subscription service pricing model.

Service Level Agreement

We are providing you our platform 'as a Service', therefore the HSA includes a Service Level Agreement (SLA), which is our commitment to you in relation to the quality of the service. Essentially this distils down to two key areas. The availability of the platform for you to use (uptime); and how responsive we will be when you have a support issue (response time).

Your Data

Your data, (the information you upload or generate via the Platform) is your data.

We are custodians of your data while it resides within our platform. In order for us to do this you must provide us a ‘license to use’ your data for the purposes of Platform operation and support.

We commit to you to store your data in such a manner that it will be safe in the event of a singular computer server crash. We will do this to the best of our technical ability and will use all resources available to us to provide you the most resilient data storage possible while maintaining the economic price point of our platform subscriptions.

The platform provides tools for you to partially export key sets of your data at any time, free of cost.

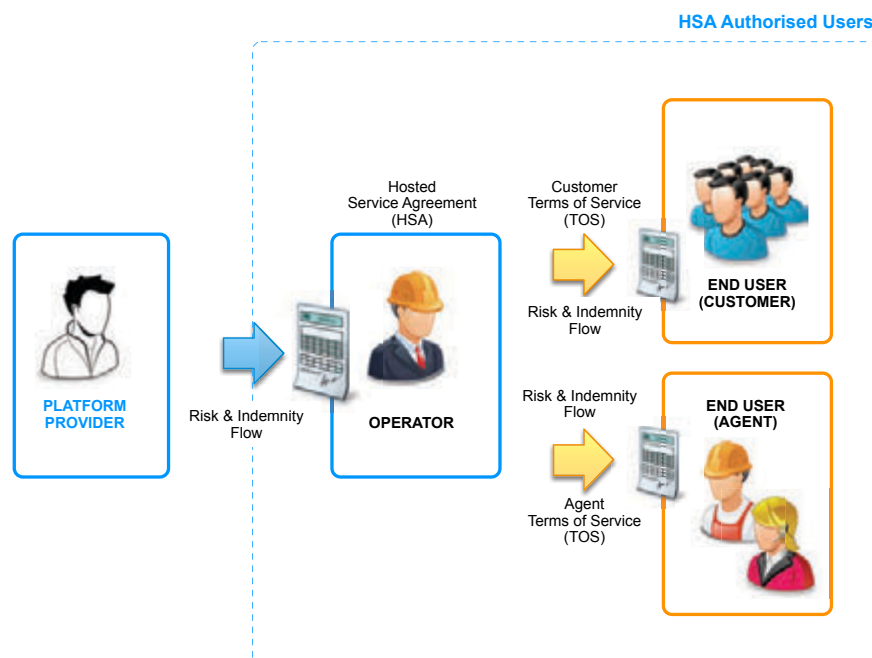
You can ask us to provide you a full export of your data at any time, there is a nominal fee for this.

We retain the right to use and publish, de-identified or summarised data from your usage of our Platform for performance tuning, bench marking and other trend and data analysis activities.

Your Security

As custodians of your data, one of our key responsibilities is ensuring that only people you have ‘Authorised’ can access your data. Our software platform has inbuilt security and encryption mechanisms to protect your data from unauthorised access. We undertake security compliance audits of our people and processes to ensure all aspects of our business are treating your data in a secure manner.

Relationships between parties



Your Rights Under This Agreement

The HSA provides you (the Operator) the right to enable End Users to access the platform as part of the ongoing service delivery process. End Users that you register (or enable to self register) are referred to as Authorised Users.

These End Users fall into two categories:

Operator Agents: Such as your staff, or third party suppliers who are using the platform to deliver services and managing customers.

Customers: Owners/Tenants/Occupants/People who are accessing your services from the platform.

End User Terms of Service (TOS)

We have pre-defined agreements that each of these End Users must accept as part of their individual process to register to use the platform. These agreements outline the rights and responsibilities that the user has in relation to their use of the platform. The agreements are based on common sense and they bind the End User to be responsible for their own actions and also indemnify you and us from improper usage.

We also specifically stipulate that End Users have extremely limited rights with respect to platform availability and data protection. This is what we refer to as 'Buyer Beware' / 'Use at your Own Risk' approach, where Liability is passed down to the End User.

Indemnity and Liability

You (the Operator) use this platform to enable your own business OR other people to run a business. You do this by configuring the platform with your own content, Authorising Users, signing up customers, charging them for things and then (hopefully) delivering those things to your customer's satisfaction. During this process certain Authorised Users will have access to sensitive, private and financial information INCLUDING potentially credit card details. Incorrect usage of this information could have significant legal implications.

We (Urbanise) provide you the platform, BUT we cannot control what you do with it, nor can we control what your Authorised Users do with it, therefore we expect you to indemnify us from anything arising from your (or your Authorised Users) usage of the platform.

Passing On Liability

In the same way that we indemnify ourselves from your actions (the Operator), the mandatory End User TOS indemnify you (and us) from your

customers, staff and suppliers actions. This means that each party undertakes a fair and reasonable amount of responsibility, which is appropriate to their role within the chain of relationships.

What We Are Responsible For

We are responsible for:

- Our company (and its staff/contractors) use of the platform in relation to your data
- Ensuring that we meet our Service Level Agreement (SLA) which predominantly deals with the platform being available and usable for you and your Authorised Users
- Storing your data in a secure manner and ensuring it is available via the platform
- Providing you Support Services under the SLA

Our Rights Under This Agreement

If one of your Authorised Users uses the platform in a way that is not in line with the TOS, we reserve the right to revoke their right to access the platform.

If you (the Operator) don't pay for your subscription, we likewise reserve the right to temporarily suspend access to the platform.

Rolling Term

Unlike most agreements with a Term & Termination process, our subscription service is a 'rolling term' if you continue to pay the usage fees for the period, the term continues. You can exit the agreement during any period by simply notifying us that you do not intend to continue using the platform.

When this event occurs, you have complete access to your data to export or to request a full dump (which we will do for you, assuming you have paid all your current fees).

At the end of the current period, we will then close your Operator Account which will also close all End User Accounts.

We will retain a copy of your data for a period of up to 1 Year for the purposes of Audit.

Realistic Commercial Expectations

It is human nature in commercial contract negotiation to ask for better terms, however:

- Remember that you do not pay us anything up front.

- You then only pay us a monthly subscription fee paid for in arrears.
- You can terminate your agreement with us at the end of any one-month. Therefore your actual commercial business risk is only **MAXIMUM** one month of service usage fees.
- Basically if you aren't happy with the service, just stop paying us.

We believe our HSA is fair for all parties and our SLA (uptime and response-time) represents 'good value' commensurate with the relative value of fees being paid.