Cloud Servers by Decorus Terms and Conditions

Introduction, Summary and Important Notes

This agreement governs your use of Decorus Cloud Servers. By going ahead with the rental of the Decorus Cloud Server you are confirming that you agree to the following;

- A Non-refundable Initial setup fee
- A Pay as You Go Agreement - 30 days' cancellation notice period required, written or E-mailed
- Monthly Subscription Payments collected by Direct Debit

Upon cancellation, your account will be suspended and your access to the server removed after this period and your direct debit payment will be cancelled. You will then be contacted about moving the data from the cloud server to your system. This includes your copy of Sage.

Visionbase Software Ltd and You

1. Terms of Decorus Cloud Server Access: You are permitted to use the server for the number of licences rented on a rolling monthly contract until 30 days' notice is given or until the server is no longer available. Visionbase Software Ltd agrees to provide the use of a configured cloud platform to the customer to access their Decorus and Sage software. The customer is responsible for the persons it authorizes to use the Decorus cloud server. Damage caused by unauthorised access through your failure to use reasonable security precautions is the sole responsibility of the customer.

2. Restrictions on Use: Any configuration changes made to the Decorus Cloud Server are not supported by Visionbase Software Ltd and violate the terms and conditions. This includes but is not limited to; installation of additional applications, changes to the internet settings, Changes to Google Chrome Extension settings, damage caused by user introduced malware. Should the Decorus Cloud Server have to be rebuilt due to changes made to it by the user, a repair charge to get the system back up and running may be required. There shall be no charge for network transfers, however the server hardware company, 1 & 1 reserves the right to reduce the customers available bandwidth in the case of excessive bandwidth or inappropriate use. If Visionbase Software feel that the Decorus Cloud Server is being used illegally or in violation of the terms and conditions we may wish to validate your use. This will involve logging onto your Decorus Cloud Server to ensure that everything is being used legally and that the terms and conditions have not been breached.

3. Ownership of the server and supported software: All physical server hardware will remain the property of the server hardware provider, 1 & 1 and is not subject to customer demands as per their own terms and conditions. The software configuration used on the server is the property of Visionbase Software Ltd and is not subject to customer demands. We reserve the right to change our prices at any time. 30 days' notice will be given before any price change. Customers are responsible for their own Decorus and Sage backups saved on the Decorus Cloud Server and are therefore recommended to keep copies both on the Decorus Server as well as their own systems/servers. Should the customer need to restore back their data with no available backups Visionbase Software Ltd support will take all reasonable actions to assist with data recovery; however the liability lies

with the customer. Should the customer wish to terminate the agreement, software that has been purchased by the customer but held on the server continues to be in the customers' possession and assistance will be available were necessary to transfer data from the server to the new location. If additional installations of Decorus, carried out by Visionbase Software Ltd, are required, the customer is subject to £30 plus VAT per installation.

5. Disclaimer of Warranties and Technical Support: The service is provided to you on an "as is" basis, without warranty of any kind including, without limitation, any warranty or condition of merchantability, fitness for a particular purpose and non-infringement. Technical support is available at http://www.decorus-pms.com/log-in, where we will endeavour to reply to you as soon as possible, or within 8 working hours.
Support covers the general use of the server and the software on the server.

7. Limitation of Liability: Visionbase Software Ltd SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS, INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR THE LIKE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF Visionbase Software Ltd OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the agreement between Visionbase Software Ltd and you. You agree that would not be able to provide the limitations. By using the Decorus Cloud Server you agree to the limitation outlined.

8. Licensing: Visionbase Software Ltd may wish to validate your license if they feel the software is being used illegally. This will involve logging on to your cloud environment to ensure you are using the software legally. If found to be used illegally your licence may be terminated.

9. Installation: Details to install the remote desktop link to the Decorus 365 Cloud Environment are provided to the users via E-mail or on request through the customer support suite. The installation is to be carried out by the user and is not covered in standard support. Should the user require the installation to be carried out for them, an additional charge of £30 +VAT is to be paid before this is carried out.

10. Decorus Cloud Server Subscription Package: Can be cancelled at any time by giving Visionbase Software 30 days' written notice, either write to us or E-mail at info@visionbasesoftware.co.uk

Please Note: The initial setup fee and any other payments made are non-refundable.

11. Disclaimer on enclosed documents. Whilst all reasonable care has been taken in the preparation of the documents in the files on this software, no responsibility will be accepted by the suppliers for any loss occurred to any person as a result of any statement, omission, inaccuracy or inadequacy therein contained. However, nothing can take the place of professional legal advice which should always be sought before entering into any binding contract.

12. General Provisions (a) This Agreement shall be governed by the laws of the United Kingdom (b) This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. (c) All questions, comments or concerns with respect to this Agreement shall be directed to: Visionbase Software Ltd, Omega Court, 370 Cemetery Road, Sheffield S11 8FT.