

CargoWise Cloud Requirements

1. CargoWise Cloud

- 1.1. **Hosting of the Application Suite outside of CargoWise Cloud.** The Customer may request WTG's written consent to the Customer hosting the Application Suite on its own servers or on suitable third party servers. The Customer acknowledges and agrees that:
 - a. WTG's consent (which may be granted or withheld in WTG's discretion) will be subject to and conditional upon WTG being satisfied that the Operating Environment in which the Customer proposes to host the Application Suite conforms to the Production Documentation, including the Minimum Requirements;
 - b. in the event that WTG grants consent for the Application Suite to be hosted outside of CargoWise Cloud, the Customer must ensure that the Operating Environment in which the Application Suite is hosted conforms at all times to the Production Documentation, including the Minimum Requirements;
 - c. WTG may withdraw any consent it has previously provided under this section 1.1 if WTG becomes aware or reasonably suspects that any instance of the Application Suite is being hosted by or on behalf of the Customer in a Non-Conformant Environment;
 - d. there are risks to the Customer of hosting the Application Suite outside of the CargoWise Cloud Service and WTG will not be liable for any Defects or other issues that arise from or relate to the Operating Environment in which the Application Suite is hosted;
 - e. the Customer must comply at all times with the provisions of section 5 of the MLA; and
 - f. the requirements set out in this section 1.1 and in section 5.5 of the MLA are reasonably necessary for technical, maintenance and security reasons.
- 1.2. The Customer is solely responsible at all times for its own hardware, servers, network equipment, all software supplied by parties other than WTG and WTG's Affiliates, and the Customer's other technology infrastructure.
- 1.3. Premium CargoWise Cloud Services are additional services available in excess of the Standard CargoWise Cloud Services (Premium Services). Premium Services will automatically be applied in the event the Customer's usage of CargoWise Cloud exceeds the capacity allocated in the Standard CargoWise Cloud Service. Access to and use of the Application Suite via CargoWise Cloud is controlled by

the Customer. As such, any usage of services and/or capacity in excess of the Standard CargoWise Cloud Services and any resulting fees are controlled by the Customer. It is the Customer's sole responsibility to monitor its usage of CargoWise Cloud. WTG shall be under no obligation to credit or reverse charges accrued to the Customer for usage of CargoWise Cloud. For purposes of this section 1.3, the Standard CargoWise Cloud Service includes:

- a. access to the Application Suite via the Internet;
- b. in relation to use of any Production Database, the Application Suite under the Production License only, provision of redundant data storage and one backup recorded monthly and retained for a number of years on WTG's applicable storage (Backup Tape),

and excludes:

- c. in relation to use of the Application Suite under a Non-Production License, any redundant data storage and any automatic tape backup; and
- d. any backup under the Non-Production License or any additional backup to the Backup provided for a Production Database, as specifically requested by the Customer to WTG, either on an ad hoc basis or at regular additional intervals, with such backups charged in accordance with the Price Lists.

1.4. CargoWise Cloud Service Levels and Availability.

- a. WTG warrants that the Standard CargoWise Cloud Service and Premium Services will be available $\geq 99.9\%$ of the time over a 12-month period and available $\geq 99\%$ in any one (1) month period. In any month in which the service is less than 99% available, WTG shall credit 10% of its monthly Premium CargoWise Cloud fees or for each 0.1% below 99% for that month, up to a total of 100% of the Premium CargoWise Cloud fees due that month.
- b. A service interruption does not include any period of regular updates and/or planned maintenance that is either less than two hours in duration or notified to the Customer in advance ("Planned Maintenance Windows") or any scheduled maintenance windows that fall within the published timeframes ("Scheduled Maintenance Windows"). Additionally, any service interruption of less than ten (10) minutes including unplanned outages shall not be treated as a commercial interruption and shall not count when calculating the service outage performance.
- c. WTG shall not be liable for or count in any service warranty or outage performance metric, any interruption to any Internet, power, network, infrastructure, equipment, operating environment, third party software or service delivery or any failure outside of WTG's control.
- d. The Customer using CargoWise Cloud may schedule upgrades of the Application Suite using functionality within the Application Suite at their own discretion. In cases where the Customer has not scheduled an upgrade to the Application Suite and the Application Suite remains on a superseded version all software patches to the Application Suite will be applied automatically at WTG sole discretion during a Scheduled or Planned Maintenance Window.

- e. The Scheduled Maintenance Windows shall be within the published timeframes and shall generally be less than two (2) hours in duration and shall not require specific notification unless the outage is planned to be longer than two (2) hours in duration. In the case of a planned outage of greater than two (2) hours, WTG will notify prior to any such outage. Published timeframes are:
 - i. AU/CN Datacenter: commencing every Sunday, 7am to Monday 4am, Sydney, Australia;
 - ii. EU Datacenter: commencing every Saturday, 9pm to Sunday 6pm Hamburg, Germany; and
 - iii. US Datacenter: commencing every Saturday, 2pm to Sunday 11am Chicago, IL, USA.

The above referenced times are subject to change on WTG providing one month prior notice.

- f. WTG shall provide its reasonable commercial efforts in managing service outages and will in general:
 - i. avoid planned service outages where possible and otherwise, keep service outages as short as possible and as infrequent as possible.;
 - ii. notify the Customer of a Planned Maintenance Window as far in advance as reasonably practical; and
 - iii. plan, wherever reasonably practical, for outages to be out of the Business Day for the Customer and preferably on the weekend or at night.
- g. Regardless of the Customer's use of CargoWise Cloud, the Customer remains the owner of its data that is held in WTG's data centers.
- h. In the event the Customer wishes to discontinue using CargoWise Cloud, the Customer must provide WTG with thirty (30) days prior written notice.
- i. For purposes of clarity, any Defects or Incidents relating to the Application Suite but where CargoWise Cloud remains available shall not be counted towards CargoWise Cloud availability calculation under this section 1.4.

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