

SCHEDULE R CLOUD BASED SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

CLOUD BASED SERVICES – SCHEDULE OF SERVICES

1. IT SECURITY REQUIREMENTS

1.1 Your responsibilities

- 1.1.1 To support the delivery of cloud-based services, it is important to ensure that appropriate IT security measures are in place.
- 1.1.2 You are responsible for:
 - a) providing us with a list of approved users;
 - b) ensuring that all usernames, passwords and any additional authentication measures required for access are kept secure and not shared with unauthorised individuals;
 - c) ensuring that you have appropriate security measures in place to prevent and/or detect viruses, trojans, malware or any other malicious code;
 - d) any internet link (eg through your internet service provider) to permit you to connect to the service; and
 - e) compliance with the service providers terms, if applicable.
- 1.1.3 If any of your staff authorised for access leave or are no longer authorised, you must remove access using your administrative console. You must give us sufficient notice to be able to make the change on your behalf if you are not able to do this directly.

1.2 Our responsibilities

- 1.2.1 We are responsible for:
 - a) ensuring only our authorised staff are provided appropriate levels of access to your cloud-based systems;
 - b) ensuring that all usernames, passwords and any additional authentication measures required for access are kept secure and not shared with unauthorised individuals;
 - c) having appropriate security measures in place to prevent and/or detect viruses, trojans, malware or any other malicious code; and
 - d) compliance with the service providers terms, if applicable.

2 CLOUD-BASED ACCOUNTING SOFTWARE

2.1 Provider

- 2.1.1 The accounting software that will be hosted in the cloud is Iris. This software and the associated hosting will be supplied by Iris.
- 2.1.2 If you wish to stop this service you must give 30 days' notice in accordance with the supplier's terms.
- 2.1.3 The supplier may pay us a commission. In such situations we will notify you in accordance with section [44] of our attached Terms of Business.

2.2 Our responsibilities

2.2.1 We will send you an invoice per our agreed payment schedule for the services provided.

2.2.2 When you stop the service, giving notice as per 2.1.4 above we will work with the supplier to obtain a backup of your data as at the end of the notice period.

2.2.3 We are not responsible for any failure to deliver the service due to errors in transmission, internet outages, supplier infrastructure issues or any other failure that results in unavailability of the service. We are also not liable for any loss or corruption of data if you have breached the supplier's terms.

2.3 Excluded work

2.3.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. If you instruct us to do so, we will provide other ad hoc services as may be agreed between us from time to time. These may be the subject of a separate engagement letter at our option. Where appropriate, we will agree with you a separate fee for any such work you instruct us to undertake. Examples of such work that you may wish to instruct us to undertake include:

- a) assisting you in the selection of specific accounting software relevant to your needs;
- b) review of existing software for suitability to your business needs;
- c) training for your staff in the use of the accounting software.

2.4 Your responsibilities

2.4.1 You shall pay the fee per our agreed payment schedule. If you do not make payment, then we will issue a written warning. 30 days after the warning we will stop the service until fees due have been paid or an alternative arrangement has been made.

2.4.2 You are responsible for the maintenance of your accounting records.

2.4.3 You will enter into a Terms of Use and Service Level Agreement with Iris. You are responsible for ensuring that the terms are suitable for your requirements. Should you wish to discuss anything in these agreements please contact us prior to entering into the agreement.

3 CLIENT PORTALS

3.1 Client portal

3.1.1 We will provide a free portal service to allow secure exchange of files between us, and for on demand access to shared documents. The portal service supplier we use is Iris

3.2 Our responsibilities

3.2.1 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful access to data in the portal and against accidental loss or destruction of, or damage to, the data.

3.2.2 If you decide to stop using our services, we will disable all user access to your portal.

3.2.3 At our discretion, we may change how the portal service is offered. We will provide you appropriate notice of any changes that may affect your usage.

3.3 Your responsibilities

3.3.1 You have agreed that [you][your staff] will:

- a) Control which files are uploaded to the portal;
- b) Remove files from the portal when they are no longer needed; and
- c) Not provide access to any third parties.

3.3.2 You must notify us immediately if you if you wish to stop using the services of the firm so that we can disable access in a timely manner.