

WHERE CLIENT HAS ELECTED TO HAVE RL SOLUTIONS PROVIDE HOSTING SERVICES OR MAKE THE SOFTWARE AVAILABLE VIA A CLOUD BASED SUBSCRIPTION SERVICE, THIS ADDENDUM TO THE TERMS OF USE LICENSE AGREEMENT (THE "AGREEMENT") SETS FORTH THE ADDITIONAL AND DIFFERENT TERMS AND CONDITIONS THAT APPLY TO THE HOSTING SERVICES. THIS ADDENDUM ONLY APPLIES IF RL SOLUTIONS IS PROVIDING HOSTING SERVICES OR MAKING THE SOFTWARE AVAILABLE VIA A CLOUD BASED SUBSCRIPTION SERVICE. ALL TERMS DEFINED IN THE AGREEMENT SHALL HAVE THE SAME MEANING IN THIS ADDENDUM. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS SET FORTH IN THIS ADDENDUM AND THE TERMS SET FORTH IN THE AGREEMENT, THE TERMS SET FORTH IN THIS ADDENDUM SHALL PREVAIL.

1) HOSTING-RELATED SERVICES

(a) **Hosting Services.** RL Solutions will host the Software on Internet-accessible servers owned or controlled by RL Solutions, subject to the terms and conditions set forth in the Agreement, this Addendum and the associated Order form ("Hosting Services").

(b) **Service Level Agreement.** For and in consideration of the Annual Service Fees paid by Client, RL Solutions will provide Internet-based access to the Software in conformity with the then-current version of the RL Solutions Service Level Agreement ("SLA"), a current copy of which is supplied with the Software and is available at the RL Solutions website at <http://www.rlsolutions.com/terms-of-use/>. RL Solutions reserves the right to make changes to the SLA and the policies within it to improve or enhance the service: such improvement or enhancement being considered in respect to the service as provided to all RL Solutions' clients taken as a whole. Hosting Services per future versions of the SLA, when taken as a whole, will equal or exceed the predecessor Hosting Services offered to Client hereunder. The most current version of the SLA is available on the RL Solutions website.

2) CLIENT RESPONSIBILITIES / LIMITATIONS

(a) **Hardware, Connectivity and Other Software.** It shall be Client's sole obligation to obtain and ensure (i) the proper operation of the hardware and software necessary to access, operate and use the Licensed Materials from Client's location and (ii) the necessary connectivity and bandwidth to receive the Hosting Services. Any costs associated with acquiring, maintaining or using (i) the hardware or any supporting software (including without limitation operating systems, browsers, spreadsheets) necessary to use the Licensed Materials or (ii) connectivity and bandwidth necessary to receive the Hosting Services, shall be entirely those of Client.

(b) **Limitations.** The license granted and the Hosting Services are subject to the limitations set forth in the Agreement and the additional limitations that no right to use or access the servers hosting the Software other than in connection with using the Software is granted.

3) FEES & PAYMENTS

(a) **When Due.** Set-up Fees and annual hosting fees are due as specified on the Order Form and Agreement.

(b) **Account Suspension.** Should any undisputed portion of any fee or charge become overdue for thirty (30) or more days, RL Solutions shall, in its sole discretion and at any time thereafter, without any requirement of further notice, be entitled to suspend Client's accounts and thereby halt access to the Software. No waiver, other than one in writing signed by an officer of RL Solutions shall limit this right.

4) TERM & TERMINATION

(c) **Term of Service.** The Initial Term of this Addendum shall be as specified in the Order form, at the end of which this Addendum shall automatically renew on a year-to-year basis (each a "Subsequent Term") unless either party by written notice to the other party at least three (3) months prior to the expiration of the Initial Term or any Renewal Term elect to discontinue Hosting Services as of the end of the latter of (i) the then-current maintenance term and (ii) the Minimum Commitment.

(d) In the event Client elects to make an extended commitment to pay Hosting Service fees as a part of their order, the duration of any minimum commitment is specified on the Order form and the Minimum Commitment terms and conditions per the Agreement shall apply to the hosting service fee. After the period of the minimum commitment (if applicable), either party may terminate this Addendum for convenience during a Subsequent Term with at least three (3) months written notice to the other party.

(e) **Violation of Service Level Agreement.** This Addendum may be terminated by either party pursuant to the provisions of the SLA.

(f) **Consequence of Termination.** In the event of the termination of this Addendum, RL Solutions shall be entitled to immediately terminate the Hosting Services and thereby interrupt Client's access to the Software. Client shall, within two (2) months of Termination provide RL Solutions with written direction as to the disposition of Client's data stored within the Software, following which RL Solutions will work in good faith to assist Client to transfer the data out of the system(s) tables to an industry accepted format, at RL Solutions' then prevailing time and materials charge. Should Client fail to provide such direction, RL Solutions shall have no further responsibility for Client's data.

5) WARRANTY AND LIMITATIONS

(a) **Limited Warranty.** RL Solutions warrants it has the right to enter into this Addendum.

(b) **Remedies – Hosting-Related Matters.** Client's sole and only remedy for issues related to the Hosting Services shall be the remedies provided in the then-current version of the Service Level Agreement.

(c) **DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM OR TO THE EXTENT REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE HOSTING SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CLIENT, RL SOLUTIONS OR ITS REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY ASSURANCE OF SATISFACTION) ARE HEREBY DISCLAIMED, OVERRIDDEN, AND EXCLUDED. ANY PROMISE, COMMITMENT OR ASSURANCE OF ERROR FREE OR UNINTERRUPTED ACCESS TO THE HOSTED SOFTWARE IS ALSO HEREBY DISCLAIMED.**