

# Success Plans

## *Terms & Conditions*

### **ANNUAL UGC PASSES**

Includes the cost of registration for one person (Premier 100), or up to three people (Premier 250), towards a User Group Conference taking place during the client's Premier Success Plan term. Reward is redeemable for the full program registration, and it cannot be split in any way, such as into one training day and one full conference. Reward also does not include pre-conference training. RL Solutions will provide any additional items included as part of a regular RL Palooza registration in line with what is offered for the year of redemption. Any costs outside of the registration fee, including but not limited to flights, taxis, hotels, non-RL Palooza provided meals, entertainment or any other fees are the sole responsibility of the client. All free passes must be redeemed a minimum of four weeks prior to the conference date. All passes must be redeemed once within the term as defined by the client contract.

With Premier 250, clients can alternatively choose to receive one free pass plus travel costs up to \$2,500. Eligible travel costs include an economy class flight for one person to the hosting city of RL Palooza and hotel stay for one person for the nights during the term of the conference. Any other costs including, but not limited to taxis, non-RL Palooza provided meals, entertainment or any other fees are the sole responsibility of the client. The client is responsible for booking his or her own travel and will be required to submit all receipts to be reimbursed by RL.

Discounts for extra RL Palooza passes must be used toward the conference taking place during the client's Premier Success Plan term. The 10% discount on additional RL Palooza passes is not applicable to Early Bird pricing or guest passes, and can only be applied to the full conference registration rate.

### **GENERAL**

Success Plans are generally available only in one year terms. Shorter terms may be purchased to allow for alignment with annual Support and Maintenance Services, in which case certain components will be pro-rated accordingly. Success plans will auto-renew on an annual basis, however either party may, by written notice to the other party at least ninety (90) days prior to the expiration of the current term, elect to discontinue or downgrade their Success Plan. However, Success Plans cannot be terminated nor downgraded during the term of a minimum commitment.

### **REMOTE SYSTEM OPTIMIZATION SERVICES (RSO)**

Premier Success Plans provide a defined block of RSO hours. For details on what services count toward the RSO hours provided as part of Premier 100 or Premier 250 Success Plans, please refer to the Statement of Work document for Remote System Optimization (RSO) Services. If all RSO hours have been used before the end of the plan term, the option exists to purchase additional hours, in 50-hour blocks, at the then published hourly rate. Additional hours must be used during the plan term in which they are purchased.

### **SUPPORT SLA GUARANTEES**

A period of Software inoperability begins when a Client properly notifies RL Solutions of a problem and ends when RL

has either fully resolved the problem or has enabled Client to viably bypass or otherwise work around the problem pending the development of a final resolution. If the business hours of inoperability exceed the applicable Resolution Goal in RL's Software Support & Maintenance Guide, then it is considered a Default. Defaults will only be counted if Client properly notifies RL of its occurrence within 7 days.

Inoperability issues which are not in RL's control do not accrue Service Level Credits. Clients sometimes cause delays in resolving issues: additional time will be added to the Resolution Goal to the extent this is applicable. And failure by Client to reasonably cooperate with RL Solutions to permit RL Solutions to support and troubleshoot an issue will void a Default.

Service Level Credits are calculated on an annual basis during the term of a client's Support and Maintenance Services and will be accrued in accordance with the table below. At Client's written request, RL Solutions will calculate Client's Service Level Credit.

Service Level Credits will be applied as a discount against the following Support and Maintenance Services renewal. If, at the end of the then-current period of Support and Maintenance Services, Client elects not to renew Support and Maintenance Services, then the Service Level Credit will be paid to Client within thirty (30) days of the end of the final period of Support and Maintenance Services.

<b>SEVERITY LEVEL</b>	<b>SERVICE LEVEL CREDIT (PER DEFAULT)</b>
1	2% of support fee or \$5,000 whichever is less
2	1% of support fee or \$2,500 whichever is less