

WHERE CLIENT HAS ELECTED TO HAVE RLDATIX 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 RLDATIX 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.** RLDatix will host the Software on Internet-accessible servers owned or controlled by RLDatix, 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, RLDatix will provide Internet-based access to the Software in conformity with the then-current version of the RLDatix Service Level Agreement ("SLA"), a current copy of which is supplied with the Software and is available at the RLDatix website at <https://www.rldatix.com/en-uk/Company/Terms-of-Use>. RLDatix reserves the right, as RLDatix shall in its discretion determine, to make an improvement, substitution or modification in the specification of any element or part of the SLA provided that such improvement, substitution or modification will not substantially worsen the services received by Client under the SLA taken as a whole. The most current version of the SLA is available on the RLDatix 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, RLDatix 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 RLDatix shall limit this right.

#### 4) TERM & TERMINATION

- a) **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.
- b) 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.
- c) **Violation of Service Level Agreement.** This Addendum may be terminated by either party pursuant to the provisions of the SLA.
- d) **Consequence of Termination.** In the event of the termination of this Addendum, RLDatix 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 RLDatix with written direction as to the disposition of Client's data stored within the Software, following which RLDatix will work in good faith to assist Client to transfer the data out of the system(s) tables to an industry accepted format, at RLDatix's then prevailing time and materials charge. Should Client fail to provide such direction, RLDatix shall have no further responsibility for Client's data.