

**HOSTING ADDENDUM
TO
RED MOON SOLUTIONS SOFTWARE & SERVICES AGREEMENT**

RECITALS

WHEREAS:

1. Red Moon Solutions, LLC (Licensor) maintains and licenses one or more software programs (the Application(s)), making them available to its customers either by way of delivery of a copy of the Application(s) to the customer for installation and use on the customer's own computer(s) (**Local-Access** use) or by hosting the Application(s) itself (or through a contractor) and offering customers access to the hosted Application(s) via Internet connection (**Hosted-Access** use);
2. Licensee wishes to license the Application(s) on a Hosted Access basis (subject to the terms and conditions set forth in this Agreement); and
3. The parties wish to agree on various details and understandings related to the access to the Application(s) on a Hosted Access basis.

NOW, THEREFORE, in consideration of these premises, the mutual promises made in this Addendum and elsewhere in this Agreement and other good and valuable consideration, the Parties agree as follows:

I. Introductory Agreements

Capitalized terms used in this addendum ("**Addendum**") have the meanings given them herein or, if none, the meanings given them in the Order Form and, if not there, in the General Terms & Conditions Addendum to this Agreement.

This Addendum supplements the other terms of this Agreement provided for in the Order Form and General Terms & Conditions Addendum, however: in the event of any inconsistencies between the terms of this Addendum and those of the General Terms and Conditions Addendum the terms of this Addendum shall control; but in the event of any inconsistencies between the terms of this Addendum and those of the Order Form the terms of the Order Form shall control.

The Hosting Services (defined in the General Terms & Conditions Addendum) includes, without limitation, the services and tasks assumed by Licensor under the terms of this Addendum.

II. Further Agreements

1. Hosted-Access Use of the Application(s).

a. Licensor agrees to provide Licensed use of the Application(s) to the Licensee by making the Application(s) available to Licensee by itself (or through a contractor) hosting the Application(s) on computers owned or controlled by Licensor (or its contractor(s)) and offering customers access to the hosted Application(s) via Internet connection (i.e., Hosted-Access use). Licensor endeavors to maintain an average System Uptime rate of at least ninety-five percent (95%) of THO.

b. "**Hours of Operation**" (or, "**HO**") means the time during which the Application(s) made available by Licensor on a Hosted-Access basis are actually available for access and use by Licensee.

c. "**Targeted Hours of Operation**" (or, "**THO**") means the time Licensor endeavors to keep the Application(s) made available by Licensor on a Hosted-Access available for actual access and use by Licensee, such time being 24 hours per day, 7 days per week, with the exception of Scheduled Downtime.

d. "**Supported Hours of Operation**" (or, "**SHO**") means the Hours of Operation (HO) during which Support services generally will be available to Licensee. Generally, SHO will be Monday – Friday from 8:30 AM to 5:30 PM (Eastern time). During SHO,

telephone Support available to Licensee from Licensor will be accessed by the Licensee's designated technical support representative dialing Licensee via 800-224-1260. Additional information regarding the accessibility of SHO, Licensee should visit the following web link: <http://www.redmoonsolutions.com>.

e. **"System Uptime"** means the time during THO (excluding Scheduled Downtime and any downtime due to causes not within Licensor's reasonable control – e.g., power outages due to storms or natural disaster), as measured by Licensor, during which access to the Application(s) is available for access and use by Hosted-Access Licensees (normally measured on a monthly basis).

f. **Downtime.**

"Scheduled Downtime" means the time during which access to the Application(s), as measured by Licensor, is not operable for use by Hosted-Access Licensees due to planned system maintenance notified to Licensee (via email or otherwise) at least 72 (seventy-two) hours in advance of commencement of the scheduled maintenance, normally measured on a monthly basis.

"Un-Scheduled Downtime" means the time, other than Scheduled Downtime, during which the Application(s), as measured by Licensor, is not available for access and use by Hosted-Access Licensees (e.g., due to a need for unplanned maintenance or repair), normally measured on a monthly basis.

g. **System Priorities.**

In the event emergencies, dangerous conditions and other exceptional circumstances arise or continue during HO, Licensor shall be entitled to perform during THO such analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by Hosted-Access Licensees is made available (the **"Host Systems"**) as Licensor in its good faith discretion determines is necessary or advisable to prevent, remedy, mitigate or otherwise address actual or potential harm, interruption, loss, threat, security or like concerns as to any of the Host Systems or the availability or utility of the Application(s) to Hosted-Access Licensees (**"Emergency Work"**). Licensor shall endeavor to provide advance notice of such Emergency Work to Licensee when practicable, depending on the circumstances.

h. **"System Availability Performance"** means the percentage of THO for a given calendar month during which the Application(s) are deemed available for access and use (via the Host Systems) by Hosted-Access Licensees, calculated by striking a fraction whereby the System Uptime for such month is the numerator and the total amount of THO time for that month is the denominator.

i. **Host Site-Security and Environmentals.**

Although Licensor reserves the right to change such security arrangements, Licensee acknowledges the following current arrangements regarding physical access to and support of the primary hardware components of the Host Systems:

Access to the computer room(s) in which the hardware is installed is controlled by numeric code and magnetic card access. Both authentication mechanisms must be validated before physical access is granted.

Power infrastructure includes one or more UPS devices and diesel generators or other alternative power for back-up electrical power.

Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

Data circuits are available via multiple providers and diverse paths, giving access redundancy.

Licensor shall establish and maintain commercially reasonable environmental, safety, facility and data security procedures against the destruction, loss or alteration of Licensee data in the possession of Licensor which are no less rigorous than those maintained by Licensor for its own information of a similar nature.

2. Responsibilities of Licensee.

(a) Licensee may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Host Systems or any of their functionality, performance, security or integrity, nor attempt to do so, (ii) impersonate any person or entity, including, but not limited to, Licensor, a Licensor employee or another user, or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Licensee's access to or use of the Application(s).

(b) the provisioning, compatibility, operation, security, support, and maintenance of Licensee’s Local Area Network and of all hardware, software, network equipment, network connections, network routers, firewall protection, desktop environment, printers, computing devices and other devices, material and information necessary to Licensee’s access to and use of the Application(s) as hosted and made available by Licensor (“**Licensee Systems**”) are exclusively the responsibility of Licensee. Licensee is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Licensee to access the Application(s) hosted by Licensor and (ii) Licensee’s network router and firewall (should those be in place) to allow data to flow between the Licensee Systems and Licensor’s Host Systems in a secure manner via the public Internet.

(c) Each of Licensee’s Authorized Users will receive a username and password upon completion of the applicable Licensor registration process. Such usernames and passwords will allow Authorized Users to access the Application(s). Licensee shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Licensee’s account, and Licensor will not be liable for any loss, damage or liability arising from Licensee’s account or any user ID and password pairs associated with Licensee. Licensee is fully responsible for all acts and omissions that occur through the use of Licensee’s account and any of such user ID and password pairs. Licensee agrees (i) not to allow any third party (nor any person who is not an Authorized User registered with Licensor) to have any access to, benefit from or use of Licensee’s account or any of such user ID and password pairs at any time, (ii) to notify Licensor immediately of any actual or suspected unauthorized use of Licensee’s account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality, and (iii) to take the Licensor-recommended steps to log out from and otherwise exit the Application(s) and Host Systems at the end of each session. Licensee agrees that Licensor shall be entitled to rely, without inquiry, upon any access to, or any information provided through access to, the Application(s) through Licensee’s account, account ID, usernames or passwords.

3. Backups.

Licensor performs the following back-up operation(s) regarding the “**Licensee Database**” (i.e., database of customer data):

TYPE	DESCRIPTION	TIMING	RETENTION PERIOD
Daily Database Copy	Daily copy of Licensee Database (of customer data)	Daily or Nightly	One month*
Fallback Copy	A snap-shot copy of the Licensee Database, made before certain material changes to the Application(s) or the Licensee Database	As needed	One month

* End-of-month backup (or alternative) copy retained for thirteen (13) months (so long as Initial or an Additional Service Year is pending).

[NOTE: Fallback Copies (and/or a copy thereof) normally are sent offsite for the retention period.]

4. Data Restoration.

The time to restore data files associated with Licensee’s use of the Application from a backup copy will vary substantially depending on a number of factors, including, but not limited to, the severity of any corruption and whether the tapes or storage media are on-site or have to be retrieved. Licensor shall use commercially reasonable efforts to restore any such files upon Licensee’s request (except for disaster-recovery situations, which are addressed separately below).

5. Disaster Recovery.

In the case of a disaster or loss of access to or use of the Application(s), Licensor’s obligation will be to use commercially reasonable efforts to restore operations at the same location or at a different location within 120 hours. Licensee acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as a soon as commercially reasonable.

6. Downtime Remedy.

SUBJECT TO SECTION 7 OF THE *GENERAL TERMS & CONDITIONS ADDENDUM*, IF *LICENSEE* EXPERIENCES 3 CONSECUTIVE MONTHS OF *SYSTEM AVAILABILITY PERFORMANCE* THAT IS LESS THAN 95% FOR EACH SUCH MONTH, THEN *LICENSEE*, IN LIEU OF ANY AND ALL OTHER REMEDIES (EXCEPT A PRO RATA REFUND OF ANY PRE-PAID, UN-USED *LICENSE FEES* AND *HOSTING FEES*) REGARDING THIS *AGREEMENT* MAY, BY GIVING WRITTEN NOTICE TO *LICENSOR* WITHIN THIRTY (30) DAYS AFTER SUCH THIRD MONTH, TERMINATE THIS *AGREEMENT* EFFECTIVE ON THE THIRTIETH DAY AFTER SUCH NOTICE IS GIVEN.

7. Internet Performance.

Licensor will not be responsible for any deterioration of performance attributable to latencies in the public Internet. Licensee expressly acknowledges and agrees that Licensor does not and cannot control the flow of data to or from Licensor’s networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Licensee’s connections to, the Internet (or portions thereof). Although Licensor will use commercially reasonable efforts to take actions Licensor may deem appropriate to mitigate the effects of any such events, Licensor cannot guarantee that such events will not occur. Accordingly, Licensor disclaims any and all liability resulting from or relating to such events.

8. Response Times Objectives During SHO.

PRIORITY CATEGORY	DESCRIPTION	RESPONSE COMMITMENT	PREFERRED REPORTING METHOD
1-Critical/Production Stopped	The issue reported is preventing Licensee from performing a business critical function.	2 hours	Phone: 800.224.1260
2-Urgent/Production Affected	The issue reported is interfering with Licensee’s effective or imminent planned use of the related application(s) in production mode.	4 hours	Phone: same as above
3-Standard/Production Normal	The issue reported does not affect Licensee’s use of the related application(s) in production mode.	8 hours	Phone: same as above

NOTE: These response times refer only to issues related to connectivity to the online environment. Product and application related issues will be applied to the online environment as they are released via the standard maintenance time periods. “**Response Commitment**” is defined as the amount of time between the problem being reported to Licensor’s Customer Support representative during SHO (via the notification method prescribed by Licensor from time to time) and a response to Licensee outlining the possible cause, an approximate resolution method, and time estimation. For issues which belong to a third party (e.g., ISV Support Services, the Network Provider, etc.), “**Response Commitment**” is measured from the time the call is logged with the third party. In light of the complexity and variety of potential issues and the number of parties which may need to be involved in a resolution effort, no guarantees of resolution times are given. However, Licensor shall operate in good faith to minimize disruption to Licensee.

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***** END OF HOSTING ADDENDUM *****