**Respond Exhibit**

The additional terms and conditions set forth in this Exhibit shall apply to any Respond Software licensed by Customer under the Agreement. If there is a conflict between the terms set forth in the Agreement and this Exhibit, the terms set forth in this Exhibit will control.

Customer acknowledges and agrees as follows:

1.  **Additional Definitions**.

    a.  An "**Application Programming Interface**" or "**API**" is a set of commands, functions, protocols, and objects that programmers can use to create software or interact with an external system.

    b.  "**API Request**" means, in the context of the Respond software, a request that is sent to an API for the purpose of either (i) sending data originating from the Respond software to an external system ("Server API") or (ii) sending data originating from an external system to the Respond software ("Web Services API").

    c.  "**Aptean's Respond SaaS Policies**" means, collectively, the security policies and procedures implemented for Respond SaaS within the Amazon Web Services environment and the Respond SaaS disaster recovery process**.** as amended from time to time, and published on the following URLs:

    Security page: http://apteanrespond.com/respondsaas/SaaS-Security-057/Respond-SaaS-Security-latest.php

    Disaster Recovery page: http://apteanrespond.com/respondsaas/SaaS-Security-057/Respond-SaaS-DR-latest.php

    Username and Password available on request.

    d.  "**Case**" means each case record created by a User in the Respond Software (containing one or more issues) and that is identified by a unique reference number.

    e.  A "**Case License**" or "**Per Case License**" means a license that entitles Customer to use the Respond Software for which the license is granted including Case Agent, Advanced Case Agent, Case Handler, Team Leader/Advanced Case Handler, Super User, Administrator (for both named and concurrent use) without limitation as to the number of Users, but on a per Case basis, and its use for processing Cases is restricted to a defined maximum number of Cases per annum. For clarity, once the licensed maximum number of Cases has been reached in any annual period, Customer shall be obliged to purchase a license for any additional Cases in excess of that maximum. Customer may not carry forward any unused Cases from one annual period to the next. Customer is not entitled to any refund for any unused Cases.

2.  **Data Storage Limits for the Service.**

    a.  The maximum limit of active data storage for the Service is defined in the Order Form. This storage limit is calculated from storage requirements for active database files or customer stored static content (for example case attachments). Storage limits are not impacted by Licensor's disaster recovery or high availability solutions (such as database backups, file backups or volume snapshots). Data will be retained for 3 months for recovery purposes. Non-standard data retention requests may count towards storage limits.

b.  If the Customer exceeds the storage limit defined in the Order Form, Customer shall purchase additional storage at Licensor's then-current prevailing rates subject to a minimum order of 5GB. As at the date of signing this Agreement the current prevailing rate is GBP 48.00 for EMEA, USD 60.00 for North America per 5GB per year or AUD 86.67 for Australia per 5GB per year.

c.  Licensor will maintain the Customer Data on server(s) at Licensor's designated site and provide backups to Customer's Data in accordance with Licensor's SaaS Policies.

**3.      Changes to Users/Cases**

**4.**     At any time, Customer may add Cases/Users via an executed amendment between the Parties, subject to the provisions of the Agreement. Added Cases/Users will be subject to the following: added committed Cases/Users will be coterminous with the preexisting Subscription Term (either Initial Subscription Term or renewal term).  Any such additional Cases/Users will be charged an additional fee.  Customer will pay for any increase in Cases/Users at the time of execution of the amendment setting forth the additional Cases/Users.  Customer may only reduce the number of Cases/Users set forth in the Order Form attached to this Agreement, plus any additional Cases/Users purchased via an amendment to this Agreement, as applicable, at the end of each Subscription Term via an executed amendment between the Parties.   All pricing terms are confidential, and Customer agrees not to disclose them to any third party.   Licensor's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Licensor's income. At Licensor's request, Customer shall furnish Licensor proof of payment of such taxes. Fees are not subject to set-off or reduction by Customer without Licensor's prior written consent.

**5.      Service Reinstatement.**

Licensor reserves the right to impose a service reinstatement fee at its then current rates in force from time to time in the event Customer is suspended and thereafter request access to the Service. As at the Effective Date of this Agreement the service reinstatement fee is GBP 1,500.00 for EMEA, USD 2,000.00 for North America and AUD 2,750.00 for Australia.

**6.      Customer Data on Termination.**

Customer may request Customer Data within thirty (30) days of termination and Licensor will make available to Customer an electronic copy of the Customer Data for an additional fee calculated at its then current rates in force from time to time. Licensor's rates at the Effective Date of this Agreement for providing the Customer Data in Licensor's standard format is the greater of (i) GBP 1,250.00 for EMEA, USD 1,750.00 for North America and AUD 2,350.00 for Australia and (ii) GBP 0.01 per Case for EMEA, USD 0.02 per Case for North America and AUD 0.03 per Case for Australia.

**7.      IP Restriction.**

IP Restriction is an additional security feature which can be purchased by Customer for limiting access to the Customer's Respond website only to trusted IP address(es).  IP Restriction prevents access to the Customer's Respond website from IP address(es) other than those which are designated as trusted. Trusted IP addresses consist of the following: (i) Licensor's own IP addresses, for maintenance purposes (ii) Licensor's trusted technology partner IP addresses, for delivery of the Respond SaaS service; and (iii) any trusted IP address(es) or IP range(s) provided by Customer.  Customer acknowledges that it is required to submit to Licensor Customer's trusted

IP address(es) or IP range(s) in order to activate this security feature and no IP addresses will be restricted unless and until Customer provides Licensor with such trusted IP address(es) or IP range(s).

8. **<u>APIs</u>**

    a. The following terms and conditions govern the extent to which Customer may run API Requests in relation to the Service.

    b. Licensor will not limit the number of API Requests unless Licensor deem there to be misuse of the APIs, pursuant to Section 8.c.

    c. Customer may not use APIs to (a) modify, copy or create derivative works based on the Subscription Services, (b) access the Subscription Services or Software for the purpose of building, selling, marketing or otherwise, a competitive product or service or copying the Software or Subscription Services' features or user interface, or (c) in any way which would cause a detrimental impact to the SaaS platform

    d. If Customer breaches any of the restrictions set out at Section 8.c., such use will be considered a material breach of the Agreement and Licensor may take one of the following actions:

        i. Ask Customer to stop running any further API requests;

        ii. Request that Customer remedy the breach caused by Customer's misuse within a certain timeframe as advised by Licensor in writing, or

        iii. shut down Customer's access to the Subscription Services until such activity ceases, with such interruption not being counted against the above Service Availability.

    e. Limitations

- Server API integrations must be developed and delivered to Customer exclusively by Licensor Professional Services pursuant to a Statement of Work

- API Requests must be scheduled between 23:00 and 06:00 local to the time zone the Customer is hosted in.