RPMGLOBAL

Schedule 4 – Hosting Services Terms and Conditions

The Customer and RPM agree that the following conditions apply to the Hosting Services provided hereunder:

Hosting Agreement

1. **Amendments to Software License and Maintenance Agreement – Terms and Conditions**:

    a. Clause 7 (Equipment) of the Software License and Services Agreement – Terms and Conditions is replaced with the following "*RPM will install the Products on infrastructure in a hosted environment that meets the Minimum Hardware Requirements.*"

    b. Clause 17 (Verification) of the Software License and Services Agreement – Terms and Conditions is replaced with the following "*You authorise RPM to access the Hosted solution at any time for the purpose of conducting an inspection to determine and verify your compliance with the terms of this Agreement including but not limited to usage of the Products within the required usage restrictions. RPM will give you at least five (5) days advance written notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with your normal operations. In the event that such inspections identify your usage of the Products exceeds the relevant restrictions under this Agreement, then you must immediately pay to RPM (at RPM's then current list price) the additional License Fees and Services Fees to reflect your actual use of the Products, together with RPM's costs of the inspection (including the fees of any professional advisers instructed by RPM to assist in the inspection). Your new license will become effective upon payment of such invoice.*"

2. **Hosted Solution** - RPM will provide access to the Software hosted by RPM on a platform of RPM's choosing. The Customer's Users will be located at branches or customer sites with reasonable network access. Customers will access the Hosted Solution using the internal company network or over a secure internet connection.

3. **No Guarantees** – Whilst RPM will use commercially reasonable endeavours to enable continuous access to any hosted solution, the very nature of hosted services are that access is subject to network connectivity and cannot be contractually guaranteed and as such the hosted software is provided on an "as-is where-is" basis without any guaranteed service levels (for example around availability, transaction response time). RPM will use commercially reasonable endeavours and safeguards to protect any confidential or private information uploaded onto the platform, however shall not be liable for any loss suffered as a result of any data loss, corruption or transmission other than where caused by the fraudulent acts of RPM.

4. **Services** – Notwithstanding anything to the contrary in the relevant Maintenance Services Schedule, RPM, as Hosted solution provider, will install Upgrades, and Error Corrections of the Product where necessary on behalf of you as the Customer. Basic configuration of Upgrades and Error Corrections are included, however, where RPM is required to provide implementation and project consulting services (including but not limited to the complex configuration of non-standard interfaces during implementation or Upgrades), these will be subject to a separate consulting services agreement.