

ADDITIONAL SUCCESSWARE CONNECTION TERMS AND CONDITIONS

In addition to the terms of the Connection Addendum executed by the Customer, the following Terms and Conditions apply to the Connection Services:

1. Pricing
 - a. AFTER THE FIRST TWELVE (12) MONTHS OF THIS CONNECTION ADDENDUM, SUCCESSWARE SHALL HAVE THE RIGHT AT ANY TIME, IN SUCCESSWARE'S SOLE DISCRETION, TO EVALUATE THE PRICE IN SECTION a ABOVE AND ADJUST THE MONTHLY FEE. ANY SUCH ADJUSTMENT SHALL BE NO MORE THAN FOUR PERCENT (4%) OF THE THEN CURRENT MONTHLY SERVICE FEE IN EFFECT FOR THIS AGREEMENT IN ANY TWELVE (12) MONTH PERIOD. IN THE EVENT SUCCESSWARE INTENDS TO INCREASE THE MONTHLY FEE, IT SHALL PROVIDE THE CUSTOMER SIXTY (60) DAYS' WRITTEN NOTICE PRIOR TO THE PRICE INCREASE. IF CUSTOMER DISAGREES WITH THE INCREASE, CUSTOMER MAY CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS THIS AGREEMENT.
 - b. Notwithstanding this Section 1, pricing for the Connection Services may be changed at any time by Successware if prices from Successware's third party suppliers are changed.
 - c. Payment made by credit card will incur an additional fee of 2.6%. No additional fee shall be added for payment made by ACH.
 - d. Customer agrees that payments under this Connection Addendum shall be made at the same time, and by the same method which Customer uses to make payments under the Agreement. No additional authorization shall be necessary.
2. Access. During the Term of this Connection Addendum and subject to Customer's compliance with all terms and conditions herein, Successware grants to Customer and Customer accepts from Successware a limited, non-exclusive, non-transferrable, non-sublicensable right to access and use the Connection Services licensed to and paid for by Customer, in each case solely for Customer's internal business use and not for the benefit of any other person or entity.
3. Customer Systems. Customer is responsible for (a) obtaining, deploying and maintaining all equipment necessary for Customer to access and use the Connection Services ("Customer Systems"); (b) all maintenance and repairs to the Customer Systems; (c) obtaining and maintaining sufficient Internet access to accommodate access to the Connection Services and remote support (d) providing competent personnel to operate and administer the Connection Services who possess knowledge, training, and experience in accounting principles, practices, and business procedures; (e) providing sufficient opportunity for Successware to train Customer's users at times and sites agreeable to Successware; and (f) paying all third-party fees, access charges and fees incurred in connection with the foregoing. Except as specifically set forth in this Connection Addendum or an applicable Agreement, Successware shall not be responsible for supplying any hardware, software or other equipment to Customer under this Connection Addendum or the Agreement.
4. Ownership/Restrictions. Notwithstanding anything to the contrary in this Connection Addendum, and except for the limited license rights expressly provided herein, Customer acknowledges that Successware and its suppliers and licensors have and will retain all rights, title and interest in and to the Connection Services. Customer shall not, nor shall it permit any third party to, (i) modify the Connection Services or create derivative works thereof; (ii) decompile, disassemble, or otherwise attempt to derive the source code for the Connection Services; (iii) disclose to third parties the results of any bench tests performed on the Connection Services; or (iv) otherwise use, copy or distribute the Connection Services except as expressly authorized hereunder.
5. Third Party Terms and Conditions
 - a. Portions of the Connection Services may be provided by Third Parties ("Third Party Services"). Use of the Connection Services means acceptance of additional terms and conditions from such Third Party suppliers.

- b. Fees for some portions of the Connection Services are based on a usage and will be billed based on Customer's actual usage in arrears. Customer agrees to pay all such fees owed.
 - c. Successware will pass through to Customer, any warranties or service level agreements Successware receives for such Third Party Services. Successware does not provide, and hereby disclaims all warranties or service level agreements for Third Party Services.
6. Limitation of Liability.
- a. NEITHER SUCCESSWARE NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS CONNECTION ADDENDUM OR THE AGREEMENT, EVEN IF SUCCESSWARE OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCCESSWARE WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.
 - b. NEITHER SUCCESSWARE NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO SUCCESSWARE UNDER THIS CONNECTION ADDENDUM DURING THE PERIOD OF SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.
 - c. CUSTOMER ACKNOWLEDGES THAT THE TERMS IN THIS SECTION f SHALL APPLY: (I) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE; AND (II) WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE.
7. Indemnity. Notwithstanding the terms and conditions of the Agreement, the following indemnity terms shall apply with respect to the Connection Services
- a. Customer shall defend Successware and its affiliates, directors, officers, employees, agents, licensors and suppliers (collectively, the "Successware Indemnitees") in any claim or suit brought by a third party and in connection with such a claim, will indemnify the Successware Indemnitees against any damages finally awarded in a non-appealable resolution, whether by judgment or settlement (including reasonable attorneys' fees and court costs to the extent Customer fails to promptly assume such defense) arising out of or relating to any claim by a third party relating to any of the Exclusions set forth in Section h.iii, provided that: (a) Successware shall provide prompt written notification of any such claim; (b) Successware will reasonably cooperate with Customer in Customer's defense and investigation of such claim; and (c) Customer will have sole control of the defense of any such claim and all negotiations for settlement. Notwithstanding the foregoing, in all events, Successware shall be permitted to participate in the defense of any such suit or proceeding with counsel of its own choosing at Successware's sole cost and expense.
 - b. Successware will defend Customer affiliates, directors, officers, employees, and agents (collectively, the "Customer Indemnitees") in any claim or suit brought by a third party and in connection with such a claim, will indemnify Customer Indemnitees from any damages finally awarded in any non-appealable resolution, whether by judgment or settlement (including reasonable attorneys' fees and court costs to the extent Successware fails to promptly assume the defense) arising out of or relating to any claim alleging the Products infringe upon or violate any third party's patent, copyright, trade secret, proprietary, or other intellectual property rights. Successware's indemnity obligations are conditioned upon: (a) Customer's prompt written notification of any such claim, (b) Customer's reasonable cooperation with Successware with the defense and investigation of any such claim, and (c) Successware having sole control of the defense of any such claim and all negotiations for its settlement. Notwithstanding the foregoing, in all events Customer shall be permitted to participate in the defense of any such suit or proceeding with counsel of its own choosing at Customer's sole cost and expense. If Customer's use of the Products becomes or, in Successware's reasonable opinion, is likely to become the subject of such a claim, Customer will

permit Successware, at Successware's sole expense and option to: (1) procure for Customer the right to continue to use the Products; (2) replace or modify the Products related to the allegation so Customer's use of the Products no longer infringes upon or violates the intellectual property rights of a third party; or (3) if the options contained in items (1) or (2) are unavailable or impossible, terminate this Agreement, accept the return of the Products, and grant to Customer a prorated refund of all applicable prepaid fees related to the infringement allegation. This Section 9.1 reflects Successware's entire liability and Customer's exclusive remedies for infringement of intellectual property rights of any kind. Process.

- c. Successware shall have no responsibility to Customer, through indemnification obligations or otherwise, to the extent any third party claim is the result of: (i) Customer or an End User's use of the Products except as permitted under this Agreement and any applicable Documentation (including the unlicensed use of the Products by Customer or an End User); (ii) any use of the Products in combination with any third party software or products that are not expressly authorized by Successware; or (iii) any modification to the Products by Customer, End User, or for Customer or an End User by any third party other than Successware (collectively, the "Exclusions").
8. **Renewal. IMPORTANT NOTICE – AUTOMATIC RENEWAL:** BEGINNING WITH THE FIRST DAY OF THE MONTH FOLLOWING THE INITIAL TERM AND EACH YEAR THEREAFTER, AS AUTHORIZED BY CUSTOMER WHEN CUSTOMER SUBSCRIBES TO USE THE SERVICES, SUCCESSWARE WILL CHARGE CUSTOMER'S PAYMENT METHOD WITH THE APPLICABLE MONTHLY SERVICE FEE AND ANY SALES OR SIMILAR TAXES THAT MAY BE IMPOSED ON SUCH PAYMENT (UNLESS CUSTOMER CANCELS AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT SUBSCRIPTION TERM). EACH RENEWAL PERIOD IS FOR ONE YEAR. CUSTOMER MAY CANCEL ITS SUBSCRIPTION AS SPECIFIED IN THIS CONNECTION ADDENDUM AND/OR THE AGREEMENT. SUCCESSWARE REQUIRES A REASONABLE AMOUNT OF TIME TO PROCESS CUSTOMER'S CANCELLATION REQUEST; PROVIDED, HOWEVER, IF SUCH TIME EXCEEDS THE DATE AFTER WHICH A RENEWAL WOULD OCCUR, CUSTOMER SHALL NOT BE RESPONSIBLE FOR ANY FEES AFTER SUCH RENEWAL DATE REGARDLESS OF CUSTOMER'S ACCESS TO SUBSCRIPTION. IF CUSTOMER CANCELS ITS SUBSCRIPTION DURING A SUBSCRIPTION PERIOD, CUSTOMER WILL NOT RECEIVE A REFUND, BUT CUSTOMER WILL CONTINUE TO ENJOY ITS SUBSCRIPTION BENEFITS UNTIL THE EXPIRATION OF THE THEN- CURRENT YEAR FOR WHICH CUSTOMER HAS PAID, AND CUSTOMER'S SUBSCRIPTION BENEFITS WILL EXPIRE AT THE END OF THAT YEAR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, SUCCESSWARE MAY TERMINATE SERVICES FOR NON-PAYMENT.
9. **Termination.**
 - a. In addition to the termination rights under Section 2.3 of the Agreement, Successware may immediately terminate the Connection Addendum in the event of termination of any agreement with third party service providers used by Successware to provide to provide the Connection Services.
10. **Successware entity.** Customer hereby acknowledges and agrees that all of Successware's prior and future rights and obligations under the Agreement and all rights and obligations under this Addendum are from and after the Addendum Effective Date assigned to Successware SPE, LLC.