

Enterprise GRC or Accelus Compliance Manager Hosting Service Product Notes

This addendum ("Addendum") addends and amends the Order Form only as it applies to the Enterprise GRC or Accelus Compliance Manager Hosting Service and only as documented herein.

The following are included in the Hosting Service:

Additional Provisions

1. <u>Test Environment</u>. Client will be provided a single non-production environment at no additional charge. The non-production environment is not subject to any warranty, performance, or availability commitments made under the Agreement.

2. <u>Requirements</u>. As part of the Services, TR automatically applies maintenance service packs, patches and other maintenance and support upgrades. Therefore, Client shall at all times keep maintenance and support subscription services in effect by timely paying for such subscription under the Agreement. Major upgrade releases usually require Client and TR to agree to additional services in a Statement of Work (ex; services for training, Business Analyst consulting, etc.) but there will be no costs for the actual upgrade activities performed by TR in the Hosted environment.

3. <u>Data Storage</u>: Included in the Fees, Client will receive up to 10GB of data storage with the Service. The storage used by Client will be calculated by adding the space used in all of Client's production databases and will be rounded to the next highest total GB (i.e. 10.1GB will be calculated as 11GB and Client would be responsible for an additional Fee for the extra 1GB of data). Any additional storage space fees will be invoiced quarterly at Thomson Reuters's rates in effect at the time the additional storage is first added.

4. <u>User Administration</u>. As part of the User set up process, Client will assign its Users a user identification and password. Client is responsible for maintaining the confidentiality of the user identifications and passwords and for any and all activities with the Service using Client's user identification(s) or password(s). Users' access to any of Client's data within the Service via the Internet will be granted solely by Client. Client may reassign or assign new user identifications and passwords as it deems necessary. If the number of Users assigned user identification(s) or password(s) exceeds the number purchased and paid for by Client, TR will invoice for the additional Users at its then-current pricing and Client will be liable for such additional Fees. Additional Users will be invoiced at the start of the next quarter following their first access to the Service and additional Fees will be prorated to include the full month during which access began through to the next Anniversary Date. Once added, User Fee obligations are noncancelable and amounts paid are nonrefundable.

This Addendum shall be deemed to form part of the Order Form listing the **Accelus Compliance Manager** or **Enterprise GRC Hosting Service**. To the extent that there is any conflict or inconsistency between the provisions set forth in the Terms of Business and those contained in this Addendum, the provisions contained in this Addendum shall be controlling. All provisions of the Terms of Business not altered by this Addendum are ratified and will remain in full force and effect.