

RL Solutions Client Services Guide

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1. Introduction

This Guide is intended to outline standard operating procedures for services provided by RL Solutions.

For the purposes of this Guide, services may include, but are not limited to implementation services, training and consulting services, technical services and custom projects conducted by RL Solutions.

2. Annual Support & Maintenance Fee

RL Solutions will only render services provided the Client's annual support and maintenance fee is in good standing.

In the event that a Client contacts RL Solutions for services, and the maintenance fee is in arrears, the Client will be directed to the RL Finance team. If the fee is in arrears by more than 30 days, services from RL Solutions will be suspended until the account is in good standing.

3. RL Solutions Responsibilities

RL Solutions shall provide a qualified representative to perform all required services.

RL Solutions shall make materials available by provision of such materials during specific service engagements or via the RL HUB. Materials may be downloaded by the Client as required and distributed within the licensed organization. All copyright and other notices must be produced intact with all copies distributed.

4. Performance of Services

RL Solutions will use commercially reasonable efforts to complete, within an agreed upon time frame, the performance of services outlined on the Order Form or in the Statement of Work accompanying the Client's purchase.

RL Solutions will perform the services in a professional manner and will use commercially reasonable efforts to do so at a quality level acceptable to the Client.

RL Solutions encourages clients to communicate their expectations and any concerns regarding the services at any time during the course of the engagement. Open communication is encouraged between the Client project lead and the RL Solutions staff.

In the event that the Client is dissatisfied with the services provided by RL Solutions, the Client is encouraged to communicate dissatisfaction within ten business days to the VP, Client Success in writing. RL Solutions will, within ten business days of receipt of the identified quality issue in writing, respond with a written response addressing the issue and recommending a remedy. RL Solutions will work in good faith with the Client to find a mutually acceptable remedy.

5. Confidentiality

In the event that there is an agreement in place between RL Solutions and the Client with confidentiality terms (e.g. Business Associate Agreement), the terms of that confidentiality agreement shall control. If there is no such agreement, then the following terms shall apply:

RL Solutions staff will retain in confidence all information transmitted to RL Solutions by the Client that has been designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential. RL Solutions will make no use of such information except as required to perform the services. The confidentiality obligations shall not apply to any information that is or subsequently becomes available to the general public or that is developed through the independent efforts of RL Solutions. The obligation under this section shall continue for three (3) years after receipt of confidential information.

6. Client Responsibilities

The Client shall cooperate with RL Solutions in the performance by RL Solutions of the services, including:

- Providing RL Solutions with reasonable access for the delivery of services. This includes remote access (e.g. VPN) to the required environments, and other hardware/equipment to perform service.
- Timely access to all relevant Client data, information and personnel. This includes support from Client IT personnel to ensure that the software is installed/updated and ready for delivery of services, and that any required connectivity is established.

The Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data, information and support provided to RL Solutions for the purposes of the performance services.

The Client shall be responsible for the copying and distribution of any materials to its staff that have been provided by RL Solutions and/or downloaded from the RL HUB.

7. Service Hours

RL Solutions services are available Monday through Friday (“Business Days”) from 8:30 am to 5:30 pm, Eastern Time (“Business Hours”) except on statutory holidays.

For services rendered from Australia/New Zealand, RL Solutions Support is available Monday through Friday (“Business Days”) from 8:30 am to 5:00 pm Australian Eastern Standard Time (“Business Hours”), except on Queensland statutory holidays.

RL Solutions offers both remote and onsite services. Services will be delivered in accordance with the scope included on the Order Form and/or Statement of Work.

Depending on the service, specific blocks of time may be booked between RL Solutions and the Client (e.g. training services). All services will be rendered during regular business hours, as above.

RL Solutions does not support video/audio recording of its services, without RL Solutions consent.

8. Rescheduling or Cancellation of Services

If, at client's request, any booked services are rescheduled or cancelled for reasons other than Acts of God, the following conditions will apply:

1. With written or verbal notice of at least twenty (20) business days, rescheduling or cancelling shall occur at no cost to client other than the following: client shall reimburse 100% of any services performed or expenses incurred prior to the cancellation or rescheduling notice being received.
2. With written or verbal notice of cancellation or rescheduling eleven (11) to (19) business days in advance, client shall pay RL Solutions (as liquidated damages, and not as a penalty) (i) 25% of the fees to be earned at current rates for reschedule notices or (ii) 50% of the fees to be earned at current rates for cancellation notices, together with 100% of any services performed or expenses incurred prior to the cancellation or rescheduling notice being received.
3. With written or verbal notice of less than eleven (11) business days, client shall pay RL Solutions (as liquidated damages, and not as a penalty) (i) 50% of the fees to be earned at current rates for reschedule notices or (ii) 75% of the fees to be earned at current rates for cancellation notices, together with 100% of any services performed or expenses incurred prior to the cancellation or rescheduling notice being received.

9. Expiration of Services

The services listed on the Order Form will expire one (1) year from date of purchase. Any services unused as of that date shall expire. Unused services cannot be transferred to other engagements.

10. Expense Limits

Expenses are charged over and above the amount charged for services listed in the Order Form and/or the Statement of Work.

RL Solutions knows that clients may be concerned about reimbursable expenses, and its representatives recognize, and take seriously, their obligation to control these costs. RL Solutions will make reasonable efforts to book economical travel arrangements. This includes booking coach air fare, accepting reasonable recommendations for hotel accommodations from the Client, and keeping daily meal allowances to within \$60/day in rural/small urban areas and to within \$95/day within large metropolitan areas.

If the Client has provided a reasonable specific travel/per diem policy as part of the contract, RL Solutions will comply with the provided policy.

RL Solutions does not charge for time spent in transit for onsite services.

RL Solutions does not require its representatives to travel on/over weekends. Travel will occur between Monday to Friday, unless otherwise agreed to by the individual RL Solutions employee.

11. Reimbursement of Expenses Related to Client Services

The Client is responsible for reimbursing RL Solutions for all reasonable expenses related to the provision of services. Costs are passed directly to clients without mark-up.

Where costs cannot easily be tracked, RL Solutions has adopted the practice of allocating a fixed overhead charge to capture these expenses. The fixed charge is \$60 per on-site day of service. Where the services are provided remotely, the overhead charge will not apply.

Expenses may include, but are not limited to the items in the following list:

- Costs charged to client without mark-up
 - Air fare, taxi, car rental, fuel, toll, parking
 - Other transportation
 - Hotel & accommodation
 - Meals & snacks
 - Courier charges
 - Long-distance telecom* greater than \$20
 - Conference line services set up by RL Solutions

- Costs covered by fixed overhead charge
 - Web conferencing (WebEx)
 - Photocopying
 - Normal postage
 - Office supplies
 - Long-distance telecom* less than \$20
 - Hard-copy training & presentation materials (if provided)

*Between RL Solutions & Client (includes telephone connection during web-based training session if call initiated by RL Solutions)

At the request of the Client, RL Solutions will provide copies of available electronic records to substantiate the expenses charged to the Client. RL Solutions archives non-electronic receipts; and for this reason will not provide copies of such receipts.

The Client will be responsible for any additional expenses (i.e. hotel, meals, transportation) related to the service engagement resulting from prolonged stay or unplanned stopover due to weather conditions or Client-driven changes in the service plan.

12. Payment Terms

Payment for RL Solution's services and expenses is due within 30 days from date of invoice. Interest charges may be levied on overdue invoices.

13. Disclaimer

RL Solutions reserves the right to change this document from time to time. Newer versions of this document will be posted electronically to the RL Solutions website at

<http://www.rlsolutions.com/terms-of-use> .