

R&L DATACENTERS, INC. ACA REPORTING APPLICATION GENERAL TERMS AND CONDITIONS

Disclaimer: (A) R&L DataCenters, Inc. ("R&L") does not give legal, financial, tax, or health insurance advice. This service is mechanical in nature. We strongly suggest that Customer consult with Customer's Health Insurance Advisor to determine what particular Affordable Care Act Options and provisions might apply to Customer's business for purposes of Affordable Care Act Reporting Requirements. Customer is entirely responsible for the setting, entering, and maintaining of any Affordable Care Act Codes and Selections for reporting on IRS Forms 1094-C and 1095-C. R&L assumes no liability for any inaccuracies that are entered into the ACA Reporting Service System.

(B) In no way does R&L claim that use of the ACA Reporting Service system will prevent an Employer from receiving a Section 4980H (a) or (b) penalty. R&L assumes no responsibility or liability with respect to an employer receiving an Employer Shared Responsibility penalty for failing to offer Health Insurance to an employee with minimum essential coverage, which provides minimum value, and is affordable. R&L assumes no responsibility or liability for any form fines as a result of inaccurate or incomplete data.

(C) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, R&L MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH THE SERVICES PROVIDED BY R&L, AND ANY AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED. ADDITIONALLY, R&L EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN LICENSEE WITH RESPECT TO THE SERVICES OR ANY PART OF THEM.

(D) Customer acknowledges that Customer's use of the services offered by R&L will require Customer, at Customer's discretion and Customer's sole expense, to arrange for and maintain internet service through a compatible internet service provider. R&L is not responsible for any interruption in Customer's use of and access to the services caused by any failure beyond the control of R&L, including, without limitation, (a) failure of Customer's telecommunications services or internet service, (b) failure or incompatibility of Customer's hardware or operating systems, (c) loss of commercial electrical power; (d) natural disasters, hurricanes, or other weather related events, and (e) Customer error.

Prices; Fees; Taxes: All fees, prices and rates set forth in this Agreement are exclusive of any sales, use, personal property or value added taxes payable, all of which shall be paid by Customer as and when applicable.

Termination by R&L: R&L, in R&L's sole and absolute discretion, may terminate this Agreement if: (i) Customer defaults in any of its obligations under this Agreement and fails to fully cure such default within fifteen (15) days after issuance of notice of default by R&L, provided, however, that if the default is of such a nature that it cannot reasonably be cured within 15 days, and Customer has, within such 15-day period, commenced efforts to cure and is diligently pursuing such cure, then R&L shall grant Customer an additional reasonable period of time to cure before terminating this Agreement; (ii) Any representation or warranty by Customer in this Agreement is or becomes untrue, inaccurate or misleading in any material respect; or (iii) Customer makes any assignments of its assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or if any voluntary or involuntary bankruptcy proceedings are initiated with respect to Customer. Upon termination of this Agreement, (a) Customer shall pay all fees due and owing through the date of termination, (b) Customer shall be denied further access to the Software, and services, and (c) the parties shall have no further obligation to the other except as otherwise provided herein.

Force majeure: R&L assumes no liability for any delay or interruption in Customer's use of or access to R&L's services due to strikes, riots, floods, fires, terrorism, war, natural disasters, states of emergency, or any other causes beyond the control of R&L.

Relationship of the Parties: This Agreement creates no agency relationship between the parties hereto, and nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and Customer shall have no power to obligate or bind R&L in any manner whatsoever.

Governing law; Jurisdiction and Venue; Service of Process: Each of the parties agrees that this Agreement is being entered into in the State of New Jersey regardless of the place in which it may have been signed by anyone or more of the parties. This Agreement and each and everyone of its terms and conditions (and their relation to each other) and the legal relationship between all of the parties shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without regard to conflicts of law principles. Any litigation, action or other proceedings with regard thereto may be brought only in the Superior Court of the State of New Jersey, Atlantic County (or in the United States District Court for the District of New Jersey, Camden, New Jersey); each party accepts the exclusive jurisdiction and venue of such courts; each party consents to the personal jurisdiction of such courts; and, in the event of litigation, action or other proceedings, each party consents to personal service of process by certified mail, return receipt requested and waives any and all rights they may have to other forms of service under the law or rules of the Courts of the State of New Jersey or any other state, territory or jurisdiction in which such party may reside or do business. In connection with any such litigation, action or other proceeding the parties each irrevocably waive, any objection, including without limitation any objection to the laying of venue based on the grounds of *forum non conveniens*, which they may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction and venues.

Attorney's Fees: It is hereby agreed to and understood by the parties to this Agreement that R&L shall be entitled to recover from Customer all reasonable attorneys' fees and other legal costs incurred by R&L to secure or protect its rights under this Agreement or to enforce the terms thereof, whether at law or in equity. R&L shall also be entitled to reimbursement by Customer for all attorney's fees and litigation expenses incurred to enforce any termination of this Agreement.

Please sign, date and return agreement.

Print Name _____

Authorized Representative

Signature _____

Authorized Representative

Position _____

Date _____