Private i® Hosting Addendum
Addendum to *private i License, Maintenance and Support Agreement*

Client	Effective Date of this Addendum
Location of Client	**Effective Date of** *private i* **Agreement**
Name of Client Contact	

Phone:	Fax:	E-mail:

The parties signing below, intending to be legally bound, hereby agree to all of the terms and conditions of this Addendum.	
The Burgiss Group, LLC	(Client)
Signature	**Signature**
James Kocis	**Print Name**
President	**Title**

This Addendum ("Addendum") is made as of the Effective Date set forth on the cover sheet, by and between **THE BURGISS GROUP, LLC** a New Jersey corporation ("Burgiss"), and the Client set forth above.

WHEREAS, Client and Burgiss have previously or contemporaneously entered into a *Private i License, Maintenance and Support Agreement* with an effective date on or about the date set forth above ("License Agreement"); and

WHEREAS, Burgiss now offers a hosting service ("the Service") whereby Burgiss hosts the Software and Client accesses the Software via the Internet and Client desires to subscribe to the Service.

NOW THEREFORE, in consideration of the payments, covenants and promises set forth herein, the parties hereto agree as follow:

1. Existing Agreement. All terms of the License Agreement shall remain in full force and effect except as expressly set forth herein. Unless otherwise defined herein, defined terms shall have the meaning set forth in the License Agreement.

2. Service/Fees. Burgiss agrees to host the Software and Client's data on its (or its agents') computer servers and allow Client to access the Service and Software via the Internet. The fees for the Service shall be 35% of the annual license, maintenance and support fees payable under the License Agreement and shall be adjusted each year based on Client's Commitments as set

forth in Section 5.3 of the License Agreement. This 35% fee is in addition to the fees already set forth in the Agreement. Fees are payable annually in advance along with and in addition to the annual license, maintenance and support fees set forth in the License Agreement. Upon execution of this License Agreement Client shall pay a prorated fee based on the number of weeks remaining to the next anniversary of the Effective Date of the License Agreement.

3. Data. All data entered into the Service by Client shall be owned by Client and shall remain the Confidential Information of Client. As part of the Service, Burgiss will upload Client's existing Private i data onto Burgiss' servers. Burgiss is not responsible for the accuracy of this data and Client is responsible for verifying that its upload has been completed accurately.

4. Security. Burgiss shall provide Client with a user identification and password (together "Password") in order to access the service, which Burgiss may change from time to time. Client shall comply with any reasonable security procedures that Burgiss may establish from time to time. Client shall not directly or indirectly attempt to access any other client's data. Client shall be responsible for the acts of any person to whom it provides its Password. In the event of a security breach, Burgiss shall have the right to immediately suspend the Service, pending an investigation and resolution of the security breach.

5. Term/Termination. This Addendum will terminate and/or be renewed at the same time as the License Agreement, as set forth in the License Agreement. Upon termination of this License Agreement, Burgiss will provide Client with an electronic copy of its data provided that Client has i) paid Burgiss all the fees due under this License Agreement and ii) requests such copy in writing within thirty (30) days of termination.

6. Notice. Written notices to Burgiss shall in the future be sent to James M. Kocis, President, The Burgiss Group, LLC, 111 River Street, 10th Floor, Hoboken, NJ 07030-5776.

END OF ADDENDUM