

SoftLayer Hosting Services Addendum for SoftLayer Catalyst Program Participants

This SoftLayer Hosting Services Addendum for SoftLayer Technology Catalyst Program Participants (this "Addendum") is between SoftLayer Technologies Inc., d/b/a SoftLayer ("we" or "SoftLayer") and the SoftLayer Catalyst Program participant whose signature appears below ("you" or "Customer") and is an Addendum to SoftLayer's standard Master Service Agreement ("MSA") which must subsequently be, or already have been, executed or agreed to by the parties. In the event of any conflict between the terms of this Addendum and the MSA, the terms of this Addendum shall prevail.

- 1. Defined Terms. As used in this Addendum, the term "Standard Rates" shall mean SoftLayer's standard, published rates for hosting services in effect from time to time during the term of the MSA; and the term "Services" shall mean any hosting or other service offered by SoftLayer (except for managed hosting and/or colocation services) at the time an order is placed by you. Capitalized terms not defined in this Addendum shall have the meanings given in the MSA.
- **2. Term**. Notwithstanding anything in the MSA to the contrary, the initial term of the order for Services shall begin on your Anniversary Billing Date (as defined in the MSA) following your signing date on this Addendum and shall end on the twelfth (12th) month after your Anniversary Billing Date following your signing of this Addendum. During the initial term, you represent and warrant that you are an admitted and confirmed SoftLayer Catalyst Program participant ("Participant") and will continue to be Participant or graduate of the SoftLayer Catalyst Program in good standing. Should you, during the term of this agreement, no longer be a member or graduate of the SoftLayer Catalyst Program, SoftLayer may within seven (7) days of providing written notice (i) terminate this agreement and/or (ii) reclaim any of the servers that you are using in connection with this agreement.
- **3. Fees for Hosting Services**. During the initial term, SoftLayer agrees that it will discount its Standard Rates as follows: Twelve (12) months no charge for up to One Thousand Dollars (\$1,000.00) per month worth of Services. No carry over to future months, i.e., use it or lose it.
- **4. Hosting Platform**. You hereby agree that you will use SoftLayer's Services as an integral part of your technology, application or services hosting platform. You represent to SoftLayer that you expect to use the Services as such during the term of this agreement and know of no facts at this time that would prevent this from being technically or otherwise feasible.
- **5. Marketing**. You agree to work with SoftLayer to define and participate in various joint-marketing activities with the aim of driving awareness and adoption by others of both the SoftLayer Services, and your technology, application or services.
- **6. SoftLayer Logo Placement**. During the term of this agreement, and unless otherwise agreed upon, this Agreement does not grant you a license to use SoftLayer's logos or other intellectual property, and you may not do so without the expressed written consent of SoftLayer. You acknowledge that you are not granted any ownership interest in the SoftLayer logos or any other of SoftLayer's intellectual property.
- **7. Complete Agreement.** This Addendum is incorporated by reference into the MSA, and together this Addendum and the MSA form the complete and exclusive arrangement for services between us regarding its subject matter and supersedes and replaces all prior or contemporaneous agreements, understandings or communications, written or oral.

SoftLayer Technologies Inc.

Signature:	Company:
Name:	Signature:
Title:	Name:
Date:	Title:
	Date:
	Contact Name:
	Phone:
	Address:
	Email: