

## RENEWAL AND ADDENDUM AGREEMENT TERMS AND CONDITIONS

This RENEWAL AND ADDENDUM TO THE AGREEMENTS ("Renewal and Addendum Agreement") is made on the Effective Date, by and between OculusIT (OIT), a limited liability corporation located at 936 SW 1st Ave., Suite 424, Miami, FL 33130, United States and Client.

WHEREAS, on Master License and Services Agreement Effective Date, OIT and Member entered into a Master License and Services Agreement ("MLSA"), to provide Services;

WHEREAS, OIT and Member have entered into agreements on effective dates and for services as listed under "Agreements that are being Renewed" and "Agreements that are being Renewed and Amended" in the Renewal and Addendum Agreement Details and;

WHEREAS, OIT and Member desire to renew all the agreements listed under "Agreements that are being Renewed" (collectively the "Renewal Agreements") and;

WHEREAS, OIT and Member desire to renew and amend all the agreements listed under "Agreements that are being Renewed and Amended" (collectively the "Amended Agreements") and;

WHEREAS, OIT and Member desire to add all the agreements listed under "Agreements that are being Added" (collectively the "Additional Agreements");

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants set forth herein and for other good and valuable consideration, the sufficiency of which is expressly acknowledged, the parties agree as follows:

### AMENDMENT OF AGREEMENTS:

**(a) Amendment of Agreements.** This Renewal and Addendum Agreement shall amend and supersede the specific terms and conditions of the Renewal Agreements and Amended Agreements as set forth herein. All other terms and conditions of the Renewal Agreements and Amended Agreements shall remain in full force and effect and are incorporated herein.

By executing this Renewal and Addendum Agreement, Member is agreeing to the scope of work, terms and fees for the Renewal Agreements, Amended Agreements and Additional Agreements as outlined in the respective Schedules referenced in the "Renewal and Addendum Agreement Details".

**(b) Conflicting Terms.** In the event there is any conflict or ambiguity between any terms or conditions of this Renewal and Addendum Agreement and terms or conditions of the Renewal Agreements and Amended Agreements, the terms and conditions of this Renewal and Addendum Agreement shall control and prevail.

**(c) Fees.** Member shall pay all initial and reoccurring Fees in U.S. Dollars (USD). Initial Fees are payable 30 days from the Effective Date as listed under the "Renewal and Addendum Agreement Details". Recurring Fees are due on the anniversary date of the applicable schedule as listed under the "Renewal and Addendum Agreement Details". For the Renewal Agreements and Amended Agreements, the Initial Fees will, if applicable, reflect an annual escalation in compliance with the "Annual Percent Increase Reference in MLSA" referenced in the "Renewal and Addendum Agreement Details".

For the Renewal Agreements, Amended Agreements and Additional Agreements, the Recurring Fees are subject to an annual percent increase in compliance with the "Annual Percent Increase Reference in MLSA" referenced in the "Renewal and Addendum Agreement Details".

## 2. RENEWAL OF AGREEMENTS:

By executing this Renewal and Addendum Agreement, Member is hereby agreeing to renew the Renewal Agreements for an Initial Term as listed in the "Agreements that are being Renewed" in the Renewal and Addendum Agreement Details. Thereafter the Renewal Agreements shall renew for identical, successive Term(s) ("Renewal Term") as listed in the "Agreements that are being Renewed" in the Renewal and Addendum Agreement Details unless Member notifies OIT ninety (90) days prior to expiration of the Initial, or any renewal Term of a Renewal Agreement, of its election to not renew.

## 3. RENEWAL AND ADDENDUM OF AGREEMENTS:

By executing this Renewal and Addendum Agreement, Member is hereby agreeing to renew and amend the Amended Agreements for an Initial Term as listed in the "Agreements that are being Renewed and Amended" in the Renewal and Addendum Agreement Details. Thereafter the Amended Agreements shall renew for identical, successive Term(s) ("Renewal Term") as listed in the "Agreements that are being Renewed and Amended" in the Renewal and Addendum Agreement Details unless Member notifies OIT ninety (90) days prior to expiration of the Initial, or any renewal Term of an Amended Agreement, of its election to not renew.

## 4. ADDITION OF AGREEMENTS.

By executing this Renewal and Addendum Agreement, Member is hereby agreeing to add the Additional Agreements for an Initial Term as listed in the "Agreements that are being Added" in the Renewal and Addendum Agreement Details. Thereafter the Additional Agreements shall renew for identical, successive Term(s) ("Renewal Term") as listed in the "Agreements that are being Added" in the Renewal and Addendum Agreement Details unless Member notifies OIT ninety (90) days prior to expiration of the Initial, or any renewal Term of an Additional Agreement, of its election to not renew.