

RENEWAL AND ADDENDUM AGREEMENT TERMS AND CONDITIONS

This Renewal and Addendum Agreement is made on the Effective Date, by and between OculusIT and Client.

- WHEREAS, OculusIT and Client entered into a Master License and Services Agreement (“MLSA”), to provide Services;
- WHEREAS, OculusIT and Client have entered into agreements as listed under Agreements Renewed and Agreements Renewed and Amended in the Renewal and Addendum Agreement Details and;
- WHEREAS, OculusIT and Client desire to renew all the agreements listed under Agreements Renewed and;
- WHEREAS, OculusIT and Client desire to renew and amend all the agreements listed under Agreements Renewed and Amended and;
- WHEREAS, OculusIT and Client desire to add all the agreements listed under Agreements Added in the Renewal and Addendum Agreement Details;

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:

1. AMENDMENT OF AGREEMENTS:

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

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

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

(c) **Fees.** Client 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 Agreements Renewed and Agreements Amended, the Initial Fees will, if applicable, reflect an annual escalation in compliance with the Annual Percent Increase Reference in MLSA as referenced in the Renewal and Addendum Agreement Details.

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

2. RENEWAL OF AGREEMENTS:

By executing this Renewal and Addendum Agreement, Client is hereby agreeing to renew the Agreements Renewed for an Initial Term as listed in the Renewed Agreements in the Renewal and Addendum Agreement Details. Thereafter the Agreements Renewed shall renew for identical, successive Term(s) ("Renewal Term") as listed in the Renewed Agreements in the Renewal and Addendum Agreement Details unless Client notifies OculusIT in writing, at least ninety (90) days prior to expiration of the operative Term, of its election to not renew.

3. RENEWAL AND ADDENDUM OF AGREEMENTS:

By executing this Renewal and Addendum Agreement, Client is hereby agreeing to renew and amend the Agreements Amended for an Initial Term as listed in the Agreements 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 Renewed and Amended in the Renewal and Addendum Agreement Details unless Client notifies OculusIT in writing, at least ninety (90) days prior to expiration of the operative Term, of its election to not renew.

4. ADDITION OF AGREEMENTS:

By executing this Renewal and Addendum Agreement, Client is hereby agreeing to add agreements for an Initial Term as listed in the Agreements Added in the Renewal and Addendum Agreement Details. Thereafter the Agreements Added shall renew for identical, successive Term(s) ("Renewal Term") as listed in the Agreements Added in the Renewal and Addendum Agreement Details, unless Client notifies OculusIT in writing, at least ninety (90) days prior to expiration of the operative Term, of its election to not renew.