

**ADDITIONAL TERMS**

If referenced in a master agreement between Client and Netrix (the "Agreement" with respect to each SOW), or a SOW or equivalent document between Client and Netrix (each a "SOW"), this Exhibit covers the Agreement or SOW (wherever referenced), and is incorporated therein. In the event of a conflict between the Agreement, a SOW, and this Exhibit or portion thereof, the order of precedence shall be this Exhibit, then the SOW, then the Agreement, to the extent of any conflict.

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1. **License.** For Netrix software Deliverables, for as long as Client is current in its payments, Netrix hereby grants to Client for the term set forth in the applicable SOW, a limited, non-exclusive, non-transferable right to use the Netrix software listed in the SOW under the terms herein and any terms set forth in the applicable SOW. For third party software resold by Netrix, all terms contained in the applicable end-user license agreement provided by the manufacturer shall apply. Client shall not, absent Netrix's written approval: (i) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights to, or use of, the software Deliverables to any third party for any purpose, including for timesharing or service bureau purposes; (ii) remove or alter any copyright, trademark or proprietary notice in the software; or (iii) transfer, use or export any software in violation of any laws or regulations of any government or governmental agency. Title to the software Deliverables (including any modifications made by Netrix) and related data definitions, database structures, training materials, help system content and any guides or documentation does not pass to Client at any time, and Client agrees not to reverse engineer, access, decompile or otherwise attempt to determine the source code, data maps or architecture of the software Deliverables.

2. **License Subscriptions.** For software Deliverables that are licensed on a subscription basis, Client shall be invoiced in advance for all non-recurring charges (such as set up and upfront fees) and for monthly recurring charges (such as subscription fees), as set forth on a SOW. The committed subscription term shall be set forth in the applicable SOW and begins upon access to the licensed software on Client's behalf. The term of any software subscription shall be the initial term and all renewal terms, if any. Unless otherwise set forth in the applicable SOW, Software subscriptions shall automatically renew for successive one (1) year renewal terms unless notice of non-renewal is delivered to the non-terminating Party no less than thirty (30) days prior to the end of the then-current term, and Netrix may increase pricing at the start of any renewal term upon 30 days prior notice to Client. If the committed subscription term exceeds one month, Client acknowledges that it received discounted pricing in exchange for a term commitment, and such discount is not earned if Client cancels prior to the end of the committed term. Upon receipt of a request for early termination, Client shall pay the amount due for the entire committed term plus any applicable Fees (as defined below), expenses, non-cancelable charges and demobilization costs, and such termination shall not be effective until the final invoice is paid and applicable software is deleted from Client systems. Netrix may suspend access to software in the event of a payment default by Client, and such suspension shall not be a Netrix breach and shall not apply toward service credits under a service level agreement, if any.

3. **Property Rights.** Client acknowledges and agrees that the software Deliverables, data definitions, database structures, training materials, help system content and any guides or other documentation constitute valuable trade secrets that contain proprietary and Confidential Information of Netrix and its suppliers; and that title thereto, and all proprietary rights remain in Netrix or its suppliers. No title to or interest in the software, or any part thereof, is transferred to Client, except for the license provided herein.

4. **US Government Sales.** Software provided to or used on behalf of the United States of America, its agencies or instrumentalities ("U.S. Government") is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to the restrictions in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48CFR52.227-19, as amended or applicable, or such other applicable rules and regulations that provide Netrix with the same or greater protection. Client will comply with any requirements to obtain such RESTRICTED RIGHTS including the use of appropriate legends on the software. Client will use its best efforts to obtain an exemption from any requirements for Netrix to provide cost, pricing or cost accounting data to the U.S. Government before any use of the software for the U.S. Government.

5. **Maintenance.** For Netrix software, Updates contain error fixes and minor enhancements provided to all Clients who receive maintenance ("Updates"). Upgrades contain new functionality or major feature enhancements ("Upgrades"). Maintenance and Upgrades to Netrix software are included in software subscriptions. For premises-based licenses, maintenance includes Updates but not Upgrades. Netrix provides support for Netrix-owned software directly, and at least the current version and one prior major release are supported. For third party software, maintenance shall be as provided by the manufacturer and Client must pay for such maintenance in addition to software licenses. In the event of Client's lapse in maintenance where Client contracts for Netrix to assist with a maintenance issue, Client may be required to upgrade to the most current version, which Netrix will assist with upon request at then-current hourly rates.

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