

RENEWAL AND ADDENDUM AGREEMENT TERMS AND CONDITIONS

This RENEWAL AND ADDENDUM AGREEMENT ("Renewal and Addendum Agreement") is made on the Effective Date, by and between Unifyed, ("Unifyed"), and Client.

WHEREAS, Unifyed and Client entered into a Master License and Services Agreement ("MLSA"), to provide Services;

WHEREAS, Unifyed 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, Unifyed and Client desire to renew all the agreements listed under "Agreements Renewed" (collectively the "Renewed Agreements") and;

WHEREAS, Unifyed and Client desire to renew and amend all the agreements listed under "Agreements Renewed and Amended" (collectively the "Amended Agreements") and;

WHEREAS, Unifyed and Client desire to add all the agreements listed under "Agreements 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:

1. AMENDMENT OF AGREEMENTS:

(a) Amendment of Agreements. This Renewal and Addendum Agreement shall amend and supersede the specific terms and conditions of the Renewed Agreements and Amended Agreements as set forth herein. All other terms and conditions of the Renewed Agreements and Amended Agreements 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 Renewed 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 between the terms and conditions of this Renewal and Addendum Agreement and the terms or conditions of the Renewed Agreements and Amended Agreements, the terms and conditions of this Renewal and Addendum Agreement shall prevail.

(c) Fees. Client shall pay all initial and recurring 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 Renewed 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, Client is hereby agreeing to renew the Renewed Agreements for an Initial Term as listed in the “Agreements Renewed” in the Renewal and Addendum Agreement Details. Thereafter the Renewed Agreements shall renew for identical, successive Term(s) (“Renewal Term”) as listed in the “Agreements Renewed” in the Renewal and Addendum Agreement Details, unless Client notifies Unifyed 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 Amended Agreements 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 “Agreements Renewed and Amended” in the Renewal and Addendum Agreement Details, unless Client notifies Unifyed 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 the Additional Agreements for an Initial Term as listed in the “Agreements 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 Added” in the Renewal and Addendum Agreement Details, unless Client notifies Unifyed in writing, at least ninety (90) days prior to expiration of the operative Term, of its election to not renew.