



NETRIX CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT (including the General Terms and all Exhibits and Statements of Work, the "Agreement") is made and entered into as of the date last signed below (the "Effective Date") by and between Netrix, LLC, an Illinois Limited Liability Company, having a principal place of business at 2801 Lakeside Drive, Suite 125, Bannockburn, IL 60015 ("Netrix") and [Click here to enter text.](#), with its principal place of business at [Click here to enter text.](#) ("Client"). Netrix and Client are sometimes collectively referred to as "Parties" and each individually as a "Party".

In consideration of the rights and obligations set forth below, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

[Choose One: Netrix, LLC, nCloud, LLC or n+2 LLC]

[Click here to enter text](#)

Signature _____
 Name _____
 Title _____
 Date _____
 Billing contact: _____

Signature _____
 Name _____
 Title _____
 Date _____
 Billing address, phone, email: _____

GENERAL TERMS

1. ADMINISTRATION

1.1 Terms Applicable. From time to time Netrix and its affiliates shall provide services, deliverables and third party products to Client as set forth in an applicable signed statement of work or Netrix Quote (each a "Statement of Work" or "SOW"). These Terms shall apply to each SOW, and each SOW (including any exhibits thereto) shall be a separate and individually enforceable agreement between Client and Netrix (or Netrix affiliate that executes the SOW). If a SOW is executed by a Netrix affiliate, the term "Netrix" as used in this Agreement shall refer solely to such Netrix affiliate. In the event of a conflict between a SOW and these Terms, the SOW shall control to the extent of the conflict.

1.2 Services and Deliverables. Subject to these Terms and each applicable SOW, Netrix shall perform all services ("Services") and provide all deliverables ("Deliverables") described in each SOW. Netrix may also provide Deliverables from a third party (such as equipment and licenses and support for commercial software). In the event of a delay caused by Client, Netrix may extend its time for performance by the amount of the delay. If any delay caused by Client extends for more than 10 days, Netrix may reschedule performance of the affected Services and delivery of affected Deliverables.

1.3 Requirements. Client and Netrix may each designate an individual to be responsible for overseeing each project in a SOW. If designated, these individuals are authorized to make decisions for their respective Parties. Client will provide timely information, individuals, facilities, access to systems as needed for performance of the Services, and such other resources as requested by Netrix. For any software provided by Client and managed by Netrix, Client shall have and continuously maintain manufacturer support for updates.

2. SERVICES

2.1 Professional Services. Unless otherwise indicated in a SOW, professional Services and software support, if any, shall be performed during standard business hours, 8:00 am to 6:00 pm, Monday through Friday, excluding government holidays. Unless otherwise set forth in a SOW, software support to Client's site will be provided remotely and will require access to Client's systems. Professional and software support Services provided outside of

normal hours will be billed at 1.5 times the hourly rates set forth in the applicable SOW, and if no hourly rates are listed, 1.5 times then-current list rates. In the event of an emergency request, Netrix cannot guarantee Client's desired Service times, parts availability, or availability of specific Netrix personnel.

2.2 Changes. Changes shall be in writing (each a "Change Order"), including changes to pricing or Project scheduling, if any, which changes shall become a part of this Agreement. If Client requests that Netrix perform any Services not listed on a SOW (such as fixing compatibility issues or problem analysis), such Services shall be billable at Netrix's then-current hourly rates, and are subject to availability of personnel.

2.3 Activities. In addition to such Services as are described in a SOW, activities including project management, preparing recommendations and Change Orders, problem research and/or resolution not covered by Netrix support, development of specifications, attending meetings, writing reports, performing activities under a project plan not listed in a SOW, status updates, project preparation, travel to and from Client's facilities more than 50 miles from Netrix, appointments canceled by Client with less than three (3) business days' notice, and/or performing administrative tasks, are all billable Services hereunder.

3. INVOICES and PAYMENT

3.1 Invoicing and Payment. Billing contact may be changed upon written notice to the other party's billing contact. 50% of all project-based Professional Services and non-recurring charges for Managed/Hosted Services are due prior to commencement of project (a "Deposit"). Unless otherwise set forth in a SOW, all other Professional Services are invoiced weekly as incurred; recurring Services and subscription licenses are invoiced monthly in advance for the term indicated in the applicable SOW; and software maintenance fees are invoiced yearly in advance and equipment and third-party software are invoiced upon order. Payment of a Deposit is due within fifteen days of the invoice date (and prior to commencement of a project) and all other payments must be received by Netrix within 30 days of the invoice date. If required, Client shall issue purchase orders on or before Client signs the SOW, and any preprinted terms included with such purchase orders shall not apply. Invoices are deemed accepted by



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Client unless written notice of disputed items (containing the reasons and disputed amount) is received by Netrix not less than fifteen (15) business days prior to the due date. Client agrees to timely pay the undisputed portion and Netrix's acceptance of such partial payment shall not waive any of its rights as to the remaining balances nor constitute accord and satisfaction. Disputed amounts resolved in favor of Netrix shall be paid with interest within ten days of resolution of the dispute. Netrix may charge interest on all past due amounts at the lesser of (a) 1.5% per month, or (b) the greatest amount allowed by law in the applicable jurisdiction. In the event of late payment or a payment dispute not resolved within 30 days of the invoice due date, Netrix may (i) terminate or suspend performance under any SOW; (ii) proceed for the collection of the overdue amount and be reimbursed for any related loss, cost or expense of collection including reasonable attorney fees, court costs and administrative charges; and/or (iii) reclaim or hold any unpaid Deliverables.

3.2 Incidental Expenses and Travel. Client shall reimburse Netrix for invoiced actual travel and out-of-pocket expenses incurred.

3.3 Taxes and Shipping. Fees do not include taxes, duties, VAT and any other government or regulatory imposed charges (collectively, "Taxes") or shipping, insurance and handling. Shipping, handling and insurance charges shall be invoiced. For states in which Netrix is registered to do business (currently Illinois, Wisconsin, California, New York and Texas), Netrix will pay any state Taxes it is required to pay by law and invoice Client for the same (including taxes that may be assessed after termination). For all other states and all local jurisdiction taxes, Client will self-assess and pay Taxes.

3.4 Transfer of Title for Equipment. Upon full payment therefore, title to third party product equipment Deliverables shall pass to Client. Netrix may make UCC-1 filings on third party product Deliverables until full payment therefore.

3.5 Custom Deliverables. Except as otherwise set forth on a SOW and excluding Netrix Works (as defined below), upon full payment therefore Netrix assigns to Client all copyrights in final Deliverables created uniquely for Client by Netrix. Netrix further grants to Client a perpetual, non-exclusive, royalty free license to use such Netrix Works as are incorporated into assigned final Deliverables only in connection with Client's use, operation, modification and maintenance of that Deliverable. All works created by Netrix for use generally; all pre-existing works; all templates, data definitions, database structures, training materials, help system content and any guides or other documentation; generic programming codes and segments, algorithms, methodologies, processes, tools, data, documents, notes, applets, dynamic link libraries, objects, routines, formulae, software and templates which (i) Netrix provides to you and which are applicable to a variety of projects, or (ii) that Netrix owned or licensed prior to their use in development of a Deliverable hereunder constitute "Netrix Works" and title thereto belongs to Netrix or its licensors and does not pass to Client.

4. TERM and TERMINATION

4.1 Term. The term of this Agreement begins on the Effective Date and continues until terminated in accordance with this Section 4. Terms for Services with a term commitment (such as Subscription Services) shall automatically renew for one-year terms (except that pricing may change upon renewal) unless notice of non-renewal is provided in writing to the non-terminating party at least 15 days before expiration of the then-current term.

4.2 Netrix Default. Client may terminate this Agreement or an applicable SOW for breach for the following reasons:

a. The failure of Netrix to provide Services in accordance with the applicable SOW, and such default remains uncured for more than 30 days following written notice by Client including a description of the default;

b. The assignment by Netrix of its business for the benefit of creditors, or the filing of a petition under the Bankruptcy Code or any similar statute, or the filing of such a petition which is not discharged or stayed within sixty (60) days, or the appointment of a receiver or similar officer to take charge of Netrix's property, or any other act indicative of bankruptcy or insolvency that places Netrix's accounts in default.

4.3 Client Default. Netrix may terminate this Agreement or an applicable SOW for breach, or suspend Services until the default is cured, for the following reasons: If any amount is past due more than thirty (30) days; the assignment by Client of its business for the benefit of creditors, or the filing of a petition under the Bankruptcy Code or any similar statute, or the filing of such a petition which is not discharged or stayed within sixty (60) days, or the appointment of a receiver or similar officer to take charge of Client's property, or any other act indicative of bankruptcy or insolvency that can be reasonably expected to place Client in payment default.

4.4 Events upon Termination or Suspension. Upon termination of this Agreement or suspension of a SOW, all applicable Services and subscriptions shall cease. If the termination or suspension is due to Client's breach, it shall not result in the accrual of applicable service credits or a breach by Netrix. Termination or suspension shall not limit any remedies available to Netrix.

4.5 Termination for Convenience: This Agreement or any SOW without a term commitment may be terminated for convenience upon thirty (30) days prior written notice to the non-terminating Party. Such termination shall not be effective until all outstanding charges are paid.

4.6 Duties Upon Termination. Upon termination of this Agreement or a SOW by either Party, Client shall, no later than the termination date, erase and cease use of any subscription-based software and pay Netrix all amounts due up to the effective date of such termination, including payment of all non-cancelable items, decommissioning expenses, and payment of all amounts remaining due for the full term under Services and subscriptions with a term commitment. If a terminated SOW includes milestone payments, Client will pay Netrix a proportional amount of the fees due corresponding to the percentage of completion of the Services, as reasonably determined by Netrix. In the event that an SOW with a term commitment is terminated by Client, such termination shall not be effective until Client has paid the full amount due for the committed term. If Client has not paid all amounts due as of the date of termination, Netrix may retain or recover any Deliverables, or Client equipment hosted at Netrix, until full payment is made in addition to any other remedies it may have at law or in equity. Any termination will be without prejudice to any other right or remedy afforded to each Party.

5. NON-DISCLOSURE of CONFIDENTIAL MATERIAL

The Parties may exchange information that is confidential ("Confidential Information"). Confidential Information of each party includes its trade secrets, methods, processes or procedures, financial, technical and nonpublic business information, information about employees and clients, and all other information

identified in writing as confidential. Confidential Information of Netrix includes all proposals, pricing, contract terms, software owned by Netrix, data definitions, database structures, training materials, help system content and any guides or other documentation, and any information about Netrix suppliers, employees and contractors. Confidential Information of Client includes information about Client's customers, employees and business and all Client data provided to Netrix. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure from a source other than disclosing party; (c) is lawfully disclosed to recipient by a third party without restriction on disclosure; (d) is independently developed by recipient without use of disclosing party's Confidential Information; or (e) is disclosed by operation of law. Each recipient shall protect the disclosing Party's Confidential Information from disclosure to any unpermitted third party using at least a reasonable degree of care, and each recipient agrees to use the disclosing Party's Confidential Information only for the purpose of performance under this Agreement. Notwithstanding the foregoing, Netrix may disclose the Client's Confidential Information to its consultants, agents or employees who have a need to know and who have agreed in writing to protect such confidential information confidential at least to the extent set forth herein. The provisions of this Section 5 shall survive termination of the Agreement.

6. WARRANTIES; LIMITATIONS

6.1 Warranties.

(a) Netrix warrants that the Services will be performed in a professional and workmanlike manner at least to industry standards, and that the Services, and Deliverables owned by Netrix (i.e., excluding third party products), shall not infringe any copyrights and shall not knowingly infringe any other proprietary right of any third party, and that upon completion the Services and Deliverables will comply with the applicable SOW.

(b) Client warrants to Netrix that Client has the authority to allow Netrix to use all facilities, equipment, Client software, Client Confidential Information and all other materials provided by Client; that Netrix may rely on instructions and information provided by Client and its agents, that Client will be solely responsible for compliance with all laws applicable to its industry (including laws applicable to privacy and data protection), that Client is compliant with all client-owned software licenses for software managed by Netrix, and that Client has or will secure all necessary consents, permits, permissions, clearances, authorizations and waivers necessary for the Services.

6.2 Exclusions. Netrix is not liable for any claims involving third party product Deliverables (for which Netrix shall pass through available manufacturer warranties) and the warranty in 6.1 shall not apply to custom-coded software Deliverables (for which the warranty, if any, shall be in the applicable SOW); Client's data (unless such data is covered by Netrix back-up services), software, hardware or systems (except to the extent such claim is related to Netrix's Services under a SOW); services not performed by Netrix; defects or changes in Client's computer systems; Client's failure to take reasonable security measures to protect its data and networks (unless those actions are the responsibility of Netrix under a SOW); modification of any Deliverable by any party other than Netrix; Client's choice of Deliverables and Services; claims resulting from Client's instructions to Netrix; claims alleging infringement after Client was provided with modifications to remedy such alleged

infringement; and any issue that is outside the scope of Services in a SOW or not under the reasonable control of Netrix. Netrix is not liable for abuse, damage to or theft of Client's equipment or data or Deliverables located at Client facilities; or for claims relating to data security or privacy, intrusions into Client's system, SharePoint, WAN and LAN throughput, Client server and workstation performance, issues due to power, general internet and general telecommunications outages, quality of service issues not caused by Netrix, or data or packet loss not caused by Netrix.

6.3 Warranty Remedy. Warranty claims must be reported to Netrix in writing within thirty (30) days of the earlier of completion of the relevant Services or delivery of Deliverables, as applicable. For Netrix's breach of the warranties set forth in 6.1, Client's exclusive remedy, and Netrix's entire liability, shall be (i) for performance breach involving Services and Deliverables, the re-performance of the affected Services or re-delivery of the affected Deliverable; and (ii) for infringement, Netrix shall, at its option, (a) modify the software to be non-infringing; (b) acquire licenses at no charge to Client to make the Deliverable non-infringing; or (c) terminate the applicable license and refund to Client a pro-rata portion of all unused and prepaid fees, pro-rated for one-time site licenses for software Deliverables over a three year useful life.

6.4 Disclaimer. Except as expressly warranted in Section 6.1, NETRIX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THE STATUTORY WARRANTY OF NONINFRINGEMENT. This disclaimer of warranty may not be enforceable in all jurisdictions and if not enforceable shall be interpreted to provide the broadest possible enforceable disclaimer.

6.5 Limitation. IN NO EVENT SHALL NETRIX, ITS AGENTS, OR ITS MANAGERS AND MEMBERS BE LIABLE FOR ANY LOST OR MISAPPROPRIATED DATA OR CONTENT, IDENTITY THEFT, GOVERNMENTAL FINES OR PENALTIES, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT, EVEN IF NETRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CLIENT ACKNOWLEDGES THAT WITHOUT THESE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION 6 THE COST OF THE SERVICES AND DELIVERABLES WOULD BE GREATER. The total liability of Netrix for all damages hereunder in any form of action, is limited to the amount paid by Client for the Service or Deliverable causing the damage.

7. GENERAL PROVISIONS

7.1 Force Majeure. Except for payment obligations hereunder, neither party shall be held responsible for failure to perform hereunder if such failure is a result of acts of god, acts of foreign or domestic enemies, or for any other matter beyond the nonperforming Party's reasonable control (each a "Force Majeure" condition). Neither Party is entitled to terminate this Agreement in such circumstances unless such Force Majeure event continues for a period of thirty (30) days or more.

7.2 Independent Contractor Status. Netrix is an independent contractor to Client and nothing in this Agreement entitles Netrix to act as a legal representative, partner, or agent of Client. Client shall

not have any actual, potential or other control over Netrix or its employees, agents or subcontractors except as provided in this Agreement.

7.3 Non-Solicitation. It is agreed that for the term of this Agreement, and for a period of one (1) year following the termination of this Agreement, (the "Non-Solicitation Period"), neither Party shall, directly or indirectly, solicit, hire, retain or otherwise engage any employee, independent contractor, consultant, sub-contractor, person or entity retained or contracted by the other Party at any time during the Non-Solicitation Period without the express written consent of the other Party. Should either Party hire any employee of the other Party, a placement fee of 100% of the employee's last full calendar year's total annual compensation shall be paid by the hiring party within five (5) business days of the applicable employee commencing work.

7.4 Legal Notices. All notices of breach or termination or nonpayment to be given under this Agreement shall be in writing and shall be delivered via overnight courier with delivery confirmation to the respective Parties at the addresses set forth above or at such other address last specified in writing to the party providing such notice. Notices to Netrix shall be to the attention of "Anthony Donato and General Counsel - Notice" with a copy to "Notice@netrixllc.com."

7.5 Waiver. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and signed by each of the Parties. No waiver of any breach hereunder shall be deemed a waiver of any repetition of such breach or in any way affect any of the other provisions herein.

7.6 Entire Agreement: This Agreement, the SOWs and their Exhibits, if any, contain the entire agreement of the Parties with respect to the matters covered and may only be modified in writing signed by both Parties. In no event will electronic terms associated with Client's vendor management, invoicing, or similar online portal apply to the Services unless such terms are attached to the relevant SOW. Client acknowledges that the Netrix personnel who access such online portals do not have the authority to bind Netrix to any terms regarding the Services. In case of a conflict between these Terms and Conditions and an SOW, the terms of the SOW shall govern to the extent of the conflict for the Services provided under the applicable SOW.

7.7 Governing Law. Any legal action or dispute relating to this Agreement shall be governed under the laws of the State of Illinois,

except for its conflicts of law principles. The Parties agree that this Agreement shall be deemed executed in the State of Illinois and that any legal proceeding shall be brought and determined exclusively in the State or Federal courts located in Lake or Cook County, Illinois and each party hereto irrevocably submits to the exclusive jurisdiction of the aforementioned courts over all such actions or disputes. In the event any provision of this Agreement is unenforceable, a court of competent jurisdiction shall interpret such provision in a manner to be enforceable and consistent with the parties' intentions. Any action by Client to enforce this Agreement must be brought within two (2) years after the cause of action first accrued.

7.8 Export Control. Client further acknowledges and agrees that the Deliverables purchased and software licensed under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Client agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Client covenants that it shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any Deliverables received from Netrix under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

7.9 High Risk Activities. Unless otherwise indicated in a SOW, the Services and Deliverables may not be used for high risk activities, including for any purpose for which failure could result in death, personal injury, loss of critical data, or severe physical, property or environmental damage.

7.10 Counterparts. This Agreement and any SOW may be executed in two or more counterparts, each which shall be deemed an original and shall be deemed to be effective as of the day and year indicated above.

7.11 Survival. The provisions of Sections 3, 4.6, 5, 6.5 and 7 shall survive termination of this Agreement.