

Microsoft Licensing Addendum

This Microsoft Licensing Addendum ("Addendum") forms part of, and is governed by, the Online Agreements (as defined in the Master Service Agreement). This Addendum is entered into between the client identified in the applicable Order ("Client" or "You") and Optimized Computer Solutions, Inc. d/b/a OCSIT ("Provider"). Client seeks to license certain Microsoft products through Provider ("Licenses").

Microsoft has recently changed its licensing terms for many of its products, and those changes have caused certain challenges for companies like Provider to provide licenses in the manner Provider did previously. This Addendum is required in order for Provider to share Microsoft's requirements with You. There are no services from Provider provided as part of this Addendum; rather, this Addendum governs only Your receipt of Licenses through Provider.

All terms of the MSA not otherwise stated herein continue to govern this Addendum.

Terms

The term of this Addendum shall begin on the Effective Date listed below and end one (1) year thereafter. Unless either party provides at least sixty (60) days' advance notice, this Addendum shall automatically renew for successive one (1) year periods at the then-current rate. Payment shall continue to be due upon the payment terms stated herein and on the Invoice. In the event this Addendum expires prior to the date of the MSA, the MSA shall be extended to the extent needed to govern this Addendum.

In order to avoid paying 20% extra to Microsoft, Client understands that it is committing to pay for the number of licenses for a full term of one (1) year. Such payments shall be due and payable monthly but cannot be terminated for any reason. Microsoft will not issue refunds and, therefore, neither will Provider.

In the event Client adds Licenses during the term, Client shall pay a prorated amount for such Licenses through the end date of this Addendum. Per Microsoft's terms, Client may not downgrade or remove Licenses during the term.

Provider makes no representations or warranties related to the Licenses. Any and all warranties related to the Licenses are through Microsoft, and not Provider.

To the extent not modified by this Addendum, the remainder of the MSA continues to govern.