

## **EXHIBIT D IMPLEMENTATION SERVICES**

This Implementation Services Exhibit forms a part of the Agreement and governs Securonix's provision of implementation services.

### 1. Implementation Service Fees

The fees associated with the performance of the Implementation Services will be as set forth in the applicable Statement of Work. Customer will be responsible for reasonable travel and related expenses incurred as a result of delivering the Implementation Services as indicated in any applicable Statement of Work. Payment of fees and expenses will be due in accordance with Section 4 ("Fees and Payment") of the Agreement.

### 2. Ownership

As between the Parties, Securonix owns all right, title, and interest in and to all pre-existing property (including, all Intellectual Property Rights embodied therein), as well as all deliverables. There will be no work product created under a Statement of Work for Implementation Service. Notwithstanding any terms to the contrary in this Exhibit D or the Agreement, Securonix owns all right, title, and interest in and to any and all bug-fixes, extensions, improvements, or enhancements to the Securonix Open Source Distribution or the Software (including all Intellectual Property Rights embodied therein) and no rights to either are granted hereunder.

### 3. Out-of-pocket Expenses

Customer agrees to promptly reimburse Securonix for any out-of-pocket expenses and costs incurred in connection with the performance of any Implementation Services.

### 4. Invoice Discounts and Credits: Revoked in the Event Customer Fails to Pay

Customer acknowledges that as a further inducement to enter into this Agreement, Securonix may extend credits, discounts, and/or apply professional courtesies to Customer. Customer further agrees and acknowledges that any credits, discounts, or professional courtesies extended to Customer by Securonix are subject to revocation by Securonix in the event Customer fails to timely pay a Securonix invoice or is in breach of any of the provisions of this Agreement.

### 5. Questions Regarding a Securonix Invoice

Customer agrees to address any questions or complaints concerning any Securonix invoice in writing to Securonix within thirty (30) days of receipt thereof. If Customer fails to address any questions or complaints, Securonix will assume that the applicable invoice is acceptable to Customer; that Customer is satisfied with the services represented by said invoice, and that said invoice represents the true and fair value of services rendered by Securonix. Customer further agrees that an account has been stated and waives any defenses thereto.

6. Statutory, Regulatory, Industry, and Internal Compliance

If Customer requires any equipment (hardware and/or software) or service provided by Securonix to meet statutory, regulatory, industry or other such external compliance requirements, or Customer's internal compliance requirements, Customer shall notify Securonix of those compliance requirements at the time of issuance of a Sales Order, and those compliance requirements shall be set forth in writing in a Sales Order issued and signed by Securonix.