Bank of America

Appendix D
SECURITY AGREEMENT
(Assignment of Accounts and Contract Rights - General)

The undersigned, Prelude Systems, Inc., a California corporation ("Debtor"), hereby grants a security interest in, assigns and transfers to BANK OF AMERICA, N.A. ("Bank"), all moneys and rights to payment now due or which may hereafter become due for goods sold or to be sold or leased or to be leased or for services rendered or to be rendered to, and all moneys and rights to payment now due or which may hereafter become due, whether earned or yet to be earned by performance, under any contract or contracts heretofore or hereafter entered into with the State of Texas, acting by and through the Department of Information Resources, together with all proceeds thereof. This assignment is made for the purpose of securing all Indebtedness of Debtor, or any one or more of them, to Bank. "Indebtedness" means all loans and advances made by Bank to Debtor and all other obligations and liabilities of Debtor to Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by Bank by assignment or otherwise. Indebtedness includes, without limitation, all obligations of Debtor arising under any Swap Contract; provided, that with respect to a Debtor, "Indebtedness" secured by collateral of such Debtor shall not include obligations arising under any Swap Contract to which it is not party if, and to the extent that, all or a portion of the guaranty by such Debtor to Bank of, or the grant by such Debtor of a security interest to Bank to secure, such Swap Contract, would violate the Commodity Exchange Act by virtue of such Debtor's failure to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time such guaranty or grant of such security interest becomes effective with respect to such Swap Contract. "Commodity Exchange Act" means 7 U.S.C. Section 1 *et seq.*, as amended from time to time, any successor statute, and any rules, regulations and orders applicable thereto. "Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between Debtor and Bank and/or any affiliate of Bank. Unless Debtor shall have otherwise agreed in writing or received written notice thereof, Indebtedness, for the purposes of this Agreement, shall not include "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulations promulgated thereunder.

Debtor hereby constitutes and appoints Bank its true, lawful and irrevocable attorney to demand, receive and enforce payments and to give receipts, releases, satisfactions for and to sue for all moneys payable to the Debtor and this may be done either in the name of the Debtor or in the name of Bank with the same force and effect as the Debtor could do if this Security Agreement had not been made. Any and all moneys or payments which may be received by the Debtor to which Bank is entitled under and by reason of this Security Agreement will be received by Debtor as trustee for the Bank, and will be immediately delivered in kind to Bank without commingling. Debtor hereby represents and warrants to Bank that the accounts or contract rights above assigned have not heretofore been alienated or assigned.

This Security Agreement shall remain in full force and effect until its release and termination in writing by the Bank. Notice of this Agreement may be given at the option of the Bank.

Until it receives notice from the Bank to do otherwise, the entity identified below will make payments directly to the Debtor, and in accordance with its contractual terms with the Debtor. The entity identified below will not pay the Bank or its agent(s) directly unless and until: (i) the entity identified below receives from the Bank notice to direct its payments elsewhere, and (ii) the Bank has documented, to the satisfaction of the Texas Comptroller of Public Accounts, the redirection of such payments.

Except to the extent that any law of the United States may apply, this Security Agreement shall be governed and interpreted according to the laws of Texas, without regard to any choice of law, rules or principles to the contrary. Exclusive venue for all disputes and litigation shall be the state district courts of

Travis County, Texas. The entity identified below's acknowledgment of this agreement is subject to and shall not waive or limit any of the entity's defenses or immunities from suit or from liability.

Notice of Final Agreement. THIS WRITTEN AGREEMENT AND THE LOAN DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Dated: April 14, 2015

Prelude Systems, Inc.,
a California corporation

By:_____
Kiran Babu Chandra, Secretary

State of Texas
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701

PLEASE TAKE NOTICE that a security interest has been granted in the rights to payments arising from the above referred to contracts, purchase orders, or otherwise and such rights have been assigned to the undersigned. Payments thereunder should be made to the undersigned at its banking center address as indicated below.

Please return to the undersigned the enclosed copy of this notice showing the date of receipt and duly signed by the person acknowledging receipt on behalf of the addressee.

Yours very truly,

BANK OF AMERICA, N.A.

By: _____

Title: _____

Bank of America, N.A.
Doc Retention – GCF
CT2-515-BB-03
70 Batterson Park Road
Farmington, Connecticut 06032

RECEIPT is hereby acknowledged of the above notice and copy of the above mentioned Security Agreement ("Security Agreement"). By its signature below, the entity identified below, hereby consents to the Security Agreement, whereby Prelude Systems, Inc., a California corporation ("Debtor"), has granted to Bank of America, N.A. ("Bank") a security interest in the rights to payments arising from any and all contracts, purchase orders, or otherwise by and between the Debtor and the entity identified below ("Collateral"). By its signature below, the entity identified below further consents to the assignment of the Collateral to the Bank. No previous assignment or claims against the Collateral have been received. This notice and copy effective as of the date of signature below.

Payor:

(The State of Texas, acting by and through the *Name of State Agency*, or Other Entity Purchasing Via DIR Master Contract)

By: _____

Title: _____

Date: _____