



# Master Agreement for Products and Services

**This Master Agreement for Products and Services (the “Agreement”) applies to any order placed by you (“Client”) for the purchase of equipment, software licenses and services. The content of your order is defined in detail by the Order-form or the Statement of Work.**

**For Products and Services obtained in Continental Europe, “Unisys” means Unisys Europe Ltd., (a company registered in England and Wales under registration number 09799479) whose registered office is at Enigma, Wavendon Business Park, Milton Keynes MK17 8LX, United Kingdom.**

## Terms and Conditions

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### Section 1 - Definitions

**“License Plan(s)”** are license plan descriptions and any separate license agreements applicable to the Software either supplied with the Software or published at [www.unisys.com/ms/terms-and-conditions/](http://www.unisys.com/ms/terms-and-conditions/) or at <http://public.support.unisys.com/common/ShowWebPage.aspx?id=6316&pla=ps&nav=ps>.

**“Equipment”** is the collective term for Unisys Equipment and non Unisys Equipment when taken together.

**“non Unisys Equipment”** or **“non Unisys Software”** is equipment or Software, provided and/or licensed to the Client under an Order, that has been manufactured for or furnished to Unisys by a third-party manufacturer, supplier or publisher, and that does not bear a Unisys trademark.

**“non Unisys Product”** is the collective term for non Unisys Equipment and non Unisys Software when taken together and may include their related Software maintenance releases, updates, and documentation (including manuals and education materials but not maintenance materials or tools) provided by Unisys under an Order.

**“non Unisys Services”** are Services that are designated as such in the applicable Order.

**“non Unisys Support Services”** are the non Unisys Services, for the support of the non Unisys Products, the terms and conditions of which are either specified in an Order or incorporated by reference into the Order and that are designated as such in the applicable Order.

**“Order”** is an order, statement of work, purchase order, or a Schedule placed by Client on Unisys, subject to the terms and conditions of this Agreement and accepted by Unisys under this Agreement.

**“Product”** is the collective term for Unisys Product and non Unisys Product when taken together.

**“Schedule”** is a document identifying the Products and/or Services covered by this Agreement, which is (are) either attached to or referenced by this Agreement or Orders.

**“Services”** are services or work provided under an Order.

**“Software”** is the object code version of computer programs, image enablers, license or performance keys, any source code version that Unisys may provide in accordance with an Order, and any related documentation, excluding maintenance materials. Software includes microcode that is not permanently fixed in equipment.

**“Unisys Support Services”** are the Unisys Services for the support of Products according to Unisys standard support plan descriptions, available at: [www.unisys.com/ms/terms-and-conditions/](http://www.unisys.com/ms/terms-and-conditions/).

**“Support Services”** is the collective term for Unisys Support Services and non Unisys Support Services when taken together.

**“Unisys Equipment”** or **“Unisys Software”** is equipment or Software, provided and/or licensed to the Client under an Order, that Unisys manufactures or has manufactured for it and that bears a Unisys trademark.

**“Unisys Product”** is the collective term for Unisys Equipment and Unisys Software when taken together and may include their related Software maintenance releases, updates, and documentation (including manuals and education materials but not maintenance materials or tools) provided by Unisys under an Order.

**“Unisys Services”** are Services performed by Unisys or one of its subcontractors, excluding any services designated as non Unisys Services.

### Section 2 – Orders and Quotes

Unisys may give information to Client concerning Equipment, Software or Services that Client may wish to purchase from Unisys (**“Quotes”**). Quotes do not obligate Client or Unisys.

Client may order Products or Services under this Agreement by giving Orders to Unisys. Orders are subject to acceptance by Unisys in writing. All sales are final.

### Section 3 - Delivery and Installation

Unisys will deliver the Products and provide any contracted installation Services on a mutually agreed schedule if included in the Order and Client will pay for any site-specific installation materials including any cables and special rigging and labor (including any costs to meet union or local law requirements). Unisys may substitute equal or better Product(s) on any Order.

### Section 4 – Payment/ Taxes

Unless specified to the contrary in an Order to this Agreement, Unisys will invoice Client for: (i) Products and related transportation charges, upon shipment (or, in the case of downloadable Software, when the Software is made available for download); (ii) Software licence and Support Services renewals upon Order, (iii) Support Services and other recurring charges (other than usage charges), in advance according to the Order; (iv) usage charges and other Services, as Client incurs the usage charges or as Unisys provides the Services; and (v) any other applicable Unisys charges (including charges for travel, lodging, and out-of-scope services) as incurred. Client will pay any amount invoiced no later than 30 days from the invoice date. Unisys may suspend Services and/or may impose a late payment charge of 1-1/2% per month or, if less, the maximum rate allowed by law if Client fails to pay. Prices are exclusive of all taxes. Client will pay any tax Unisys becomes obligated to pay (including all sales tax, use tax, value added tax, personal property or similar tax or government income) by virtue of this Agreement, excluding taxes based on Unisys' net income.

### Section 5- Title to Products and Risk

5.1 Without prejudice to the provisions of Section 8 (Licence) below, title to the Equipment shall not pass to the Client until the earlier of:

(a) Unisys receives payment in full for the Equipment that Unisys has supplied to the Client in respect of which payment has become due; or

(b) where the Client is expressly permitted to resell Equipment under an Order, the Client resells the Equipment, in which case title to the Equipment shall pass to the Client at the time specified in Section 5.3.

5.2 Until title to the Equipment has passed to the Client, the Client shall:

(a) store the Equipment separately from all other products held by the Client so that they remain readily identifiable as Unisys' property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;

(c) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify Unisys immediately if it becomes subject to any of the events listed in Section 17.2; and

(e) give Unisys such information relating to the Equipment as Unisys may require from time to time.

5.3 Subject to Section 5.4, the Client may use or (where expressly permitted under an Order) resell the Equipment in the ordinary course of its business (but not otherwise) before Unisys receives payment for the Equipment. However, if the Client resells the Equipment before that time:

- (a) it does so as principal and not as Unisys's agent or representative; and
- (b) title to the Equipment shall pass from Unisys to the Client immediately before the time at which resale by the Client occurs.

5.4 If before title to the Equipment passes to the Client the Client becomes subject to any of the events listed in Section 17.2, then, without limiting any other right or remedy Unisys may have:

- (a) any right of the Client to resell the Equipment or use them in the ordinary course of its business ceases immediately; and
- (b) Unisys may at any time:
  - (i) require the Client to deliver up to Unisys all Equipment in its possession that have not been validly resold, or irrevocably incorporated into another product; and
  - (ii) if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Equipment is stored in order to recover them.

5.5 The risk of loss, theft, misappropriation of or damage to: i) items, Products (other than Software), data (codes, passwords, documentation etc.), documents, data files produced or used within the context of execution of the Agreement, shall pass to the Client when the Client comes into actual possession of them; and ii) Software shall pass to the Client when it is made available for the Client to download.

## Section 6 - Client Responsibilities

Client has independently determined that the Products and Services, provided to the Client under an Order, meet its requirements. Client will use the Products according to the manufacturers' instructions in the proper environment. Client will back up information and data stored or processed by Products so that Client can easily restore it if lost or damaged from any cause. Client will follow Unisys procedures and instructions for operator maintenance and obtaining services, provide a memory dump and additional data in machine readable form if requested and reproduce suspected errors or malfunctions in Software. Client will install available error corrections and maintenance releases authorized by the manufacturer on a current basis. Client will give Unisys prior written notice of any proposed changes (including alterations or attachments to equipment, software, components, boards or subassemblies) to Products. Client is responsible for any results produced by use of the Products and by the Services, as well as compliance with and instructions relating to all legal and regulatory requirements governing the Client's operations. Client shall provide all information, data, software access or use and documentation ("**Client Information**") and access to the Products and sufficient computer time as reasonably required by Unisys to perform Services, subject only to Client's security rules. Client warrants to Unisys that it has the right to use, disclose to Unisys and allow Unisys to use all Client Information. Client will, at its own expense, indemnify and hold Unisys harmless against any loss or damage arising from any claim based on the absence of such right in whole or in part to the extent permissible under applicable law.

If access to a party's systems or networks is provided to the other party, any and all information made available for such access shall be considered Confidential Information and the party receiving access shall (i) direct personnel not to attempt to break security systems or to obtain access to any programs or data beyond the scope of the access rights granted and not to conduct any activity using issued login-ids, passwords, keys or other access credentials ("**Access Credentials**")

contrary to applicable laws and regulations, including without limitation those relating to export and import laws, and the terms of use embedded into the systems and network; and (ii) if access has been granted to named individuals through the issuance of Access Credentials, restrict access to such individuals, direct them not to share or transfer Access Credentials with anyone, and immediately notify the other party if an individual authorized to access the systems and network is no longer an employee or no longer requires access to the systems and networks. Without limiting any of its other rights, Unisys reserves the right to restrict, monitor and/or terminate access to its systems and network at any time.

## Section 7 - Confidential Information and Data Protection

### A. Confidential Information

Confidential Information is Software, diagnostics, support materials, documentation, and any other information and materials confidential to Unisys, its licensors, suppliers, clients or the Client. All materials containing Confidential Information will be marked "Proprietary", "Confidential", or in a manner which gives notice of its confidential nature. Software and the results of any evaluation of Products or Services are Unisys Confidential Information even if not marked. Confidential Information may not be copied nor shared with third parties except for a party's subcontractors, agents, advisors and service providers under at least substantially similar confidentiality obligations, in each case as essential for authorized use and performance or administration of this Agreement. Each party agrees to reproduce all notices on any copies. If Confidential Information is disclosed in intangible form, the disclosing party will identify the confidential nature of the information before disclosure and will provide a written description of that Confidential Information to the recipient within 20 days of the disclosure. Each party will use reasonable measures (and at least the same than the ones it uses for its own confidential information) to protect Confidential Information provided by the other party from unauthorized use or disclosure. Ownership of Confidential Information will remain with the disclosing party.

The obligations stated in this Section do not apply to Confidential Information: (i) already known to the recipient at the time of disclosure; (ii) independently generated by the recipient and not derived from the Confidential Information supplied by the disclosing party; (iii) publicly known or available, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the Confidential Information; (iv) rightfully disclosed to the recipient without a similar restriction by a third party; or (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process, provided the recipient provides, to the extent possible, reasonable advance notice to the other party of such disclosure and uses its best endeavours to preserve the confidential nature of this information in accordance with these terms. When this Agreement, a license, or an Order ends, or upon request, the recipient agrees to return or destroy Confidential Information received under the Agreement, license or Order, including all copies made, and all writings, descriptions and summaries involving or based on such Confidential Information. Each party agrees to continue with these confidentiality obligations after this Agreement ends.

Support, diagnostic, analytical or other tools, software, documentation, diagrams, specifications, schematics, processes, templates, and blueprints (collectively, "**Tools**") that Unisys pre-loads on or embeds in a Product, uses, stores, or provides to Client to assist Unisys in delivering the Services are Unisys Confidential Information and will be used only by Unisys personnel. Unisys may remove these Tools at will and Client gives Unisys permission and access to Client's site to do so.

### B. Data Protection

The Parties shall comply with their respective obligations under the UEL Data Protection Addendum where included as part of this Agreement.

## **Section 8 - License**

Unisys either licenses Software directly or distributes Software. In either case, Client does not obtain ownership of Software. If Unisys licenses or distributes any Software pursuant to a separate license agreement, such license agreement is incorporated in this Agreement by reference and will apply to that Software.

In the case of Software licensed under an open source license agreement, nothing in this Agreement shall be read to add additional conditions or restrictions, or affect any rights and/or obligations Client may have, pursuant to any such open source license. In other cases, the following license terms will apply.

Unless specified to the contrary in an Order to this Agreement, licenses begin upon Unisys shipment or when the Software is made available for download, or, in the case of renewals or extensions, upon Unisys acceptance of the Order for the renewal or extension. Unisys licenses each copy of the Software and documentation to Client on a personal, non-exclusive and non-transferable basis for Client's internal use in the country where the Order for the Software is accepted but not as a service bureau, nor for outsourcing, nor for facilities management and solely for Client's use on a single machine unless the ordered License Plan or Order provides otherwise. The Order or License Plan for the Software may specify additional limitations, such as on the number of users or concurrent users. Client may use the Software temporarily on a backup machine provided the Software is used on only one (1) machine at a time (where applicable) and Client removes the Software from the backup machine promptly after each temporary use. For Software installed by Unisys, Client grants Unisys the right to accept any click wrap software license on its behalf.

CLIENT MAY NOT USE THE SOFTWARE IN CONNECTION WITH ANY SYSTEM WHERE MALFUNCTION CAN REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY OR TO THE ENVIRONMENT. WITHOUT LIMITING THE FOREGOING, THE SOFTWARE SHALL NOT BE USED IN CONNECTION WITH ANY LIFE SUPPORT OR PATIENT CARE SYSTEM, NUCLEAR FACILITY, AIRCRAFT OPERATION, AIR TRAFFIC CONTROL, OR OTHER APPLICATION REPRESENTING A SIMILAR DEGREE OF HAZARD. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS UNISYS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES FROM ANY CLAIMS OR LOSSES RESULTING FROM ANY OF THE FOREGOING USES OF THE SOFTWARE.

Client will not copy Software or documentation except for a reasonable number of copies necessary to exercise the rights granted, which must bear all the legends and notices of the original item. No license is granted to Client to use any Software to assess, test, or develop any hardware products or device handler software, operating system software or hardware diagnostic software. Client may develop other software programs and may test fully-developed, commercially-available third party hardware products or software programs where such testing is solely intended for Client's internal evaluation of the fitness of such product or program for Client's own internal business purposes. Client will not create, copy, deduce or attempt to create, copy, deduce (by reverse engineering, disassembling or otherwise) the source code, internal structure, design architecture or organization of the Software, except and only to the extent expressly permitted by applicable law. Client shall not, nor shall Client encourage or permit others to, interfere with or alter any initialization system, or license authentication techniques. Upon notice to Client, Unisys may audit Client's use of the Software to determine Client's compliance with this license provided Unisys complies with Client's customary security rules and does not unreasonably interfere with Client's permitted use, and in such event, Client agrees to provide relevant information and reasonable facilities. Unisys may require Client to update

the Software and Client shall replace the Software with the copy containing the updates upon receipt. Any updates provided by Unisys shall be deemed Software under this Agreement.

Extended Term Plan (ETP) and Fixed Term Plan (FTP) licenses are Software licenses for which Unisys charges a single fee for a 12 to 60 month fixed term. One Time Charge (OTC) licenses and Software that has no license charge listed on an Order are Software licenses Client may use for so long as Client continues to use the Software on the equipment, including the software processing unit, for which it was licensed. Software designated Subscription ("SUBSCRN" or "SSU") entitles Client to receive functional updates for releases for the Software to which the Subscription Software directly relates, during the subscription term, provided Client has a current license and operates the latest applicable maintenance releases for the Software and has a current Software Support agreement with Unisys.

Extended Term Plan (ETP) and Monthly License Charge (MLC) Software licenses automatically renew on a month-to-month basis; and Annual License Charge (ALC) Software licenses automatically renew annually; at Unisys then-current charges unless terminated by either party as of the end of the then current term with at least a 30 days prior written notice. SOFTWARE LICENSES END WHEN CLIENT STOPS USING THE EQUIPMENT SOLD WITH THE SOFTWARE LICENSE AND ON WHICH THE SOFTWARE WAS FIRST LICENSED UNLESS THE ORDERED LICENSE PLAN, ORDER OR DESCRIPTION PROVIDES OTHERWISE.

**Unisys reserves any rights not expressly granted.**

## **Section 9 - Equipment Warranties**

Unisys Equipment may be new, newly manufactured, or assembled from new or serviceable used parts that are like new in performance. Unisys promises that Unisys Equipment will be free from defects in material and workmanship, and will substantially conform to relevant Unisys published specifications for 12 months after shipment to Client. Unisys will repair or replace, at its option and expense, Unisys Equipment that does not meet this warranty provided Client reports the problem to Unisys during the warranty period. Replaced items, whether under a warranty or Service event, become Unisys property. This warranty does not extend to damage caused by normal wear and tear, abuse, accident, misuse, neglect external factors (e.g. failure or fluctuation of electrical power or air conditioning), disaster, improper supplies or alterations, attachments, parts or services not provided or authorized by Unisys, or by intentional damage caused by non Unisys personnel. Labour costs are not included in this warranty. The warranty does not apply to Unisys Equipment sold "AS IS".

## **Section 10 - Software Warranties**

Unisys warrants that Unisys Software will conform substantially to the then-current published functional specifications for 90 days from shipment or when made available for download. Unisys will make reasonable efforts to provide a workaround or correction for material errors in Unisys Software that prevent its use in a production environment that Client reports in writing to Unisys during this warranty period. This warranty does not extend to non-conformities resulting from accident, misuse, disaster, or alterations, modifications or services not provided or authorized by Unisys. The warranty only applies to Unisys Software designated "W" on a Schedule and does not apply to Unisys Software licensed to Client beyond its initial license period (whether under a renewal or subsequent license).

## **Section 11 - Services Warranties**

Unisys shall perform the Unisys Services in a competent and workman like manner using individuals of suitable training and skills.

## **Section 12 - No Other Warranties**

Unisys makes no other warranties. Non Unisys Products and non Unisys

Services are provided "AS IS" and without Unisys warranty. Client agrees to look solely to warranties and remedies provided by the respective manufacturer, supplier, or publisher of non Unisys Products and non Unisys Services, if any. Except as specifically described in the Limitation of Liability, Client agrees that Unisys will have no liability for any non Unisys Products or non Unisys Services, even if Unisys recommended, approved, or directly or indirectly supplied these products or services to Client. TO THE EXTENT PERMITTED BY LAW, UNISYS DISCLAIMS ALL IMPLIED TERMS, INCLUDING ANY IMPLIED TERMS OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Unisys warranties extend solely to Client.

### Section 13 – Support Services

For Products enrolled under Unisys Support Services, Unisys will use commercially reasonable efforts according to the service plan ordered by Client to: (a) diagnose and repair equipment that does not work according to the manufacturer's specification because of normal wear and tear, provided the equipment is in good working order at the start of the Unisys Support Services, is properly configured at the minimum hardware and software levels designated by Unisys, and provided Client complies with the manufacturer's instructions for the proper use, care, supplies, and environment for the equipment; and (b) diagnose and provide to Client workarounds or corrections for (i) material defects in the currently-supported version(s) of Unisys Software that prevent Client's use of such Software in a production environment; and (ii) non Unisys Software according to the support made available to Unisys for Client's benefit by the manufacturer.

Unisys Support Services exclude damage repair or correction of defects or errors related to: (a) supplies not obtained from Unisys, and (b) design, manufacture, materials or workmanship related to non Unisys Products and non Unisys Services, (c) Unisys Product(s) for which Unisys has discontinued engineering support; (d) unauthorized alterations or attachments; (e) disaster, and (f) intentional damage caused by non Unisys personnel. In addition, Unisys Support Services exclude replacement of supplies expended during normal operation (including batteries, ink and other consumables).

Unisys may terminate Support Services upon 30 days prior written notice if Unisys determines that any alterations, attachments, Client Software modification or failure to install a maintenance release will interfere with service provision.

The provision of non Unisys Support Services are subject to the terms and conditions stated to apply to them as specified in an Order or incorporated by reference into the Order.

### Section 14 - Limitation of Liability

A party's sole and exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the legal theory, whether based on negligence, breach of contract, warranty, or other legal theory will be those provided in this Agreement.

In no event shall either party (including their respective suppliers or subcontractors) be liable for:

- i) Indirect, incidental, special, punitive or consequential damages; or
- ii) Lost profits, business, revenue, anticipated savings, goodwill, reputation or use (whether direct or indirect); or
- iii) Damage to or loss of data; or
- iv) (where that party is Unisys) Any loss or claim arising out of or in connection with Client's implementation of any conclusions or recommendations contained in any deliverables provided to the Client,
- v) (where that party is Unisys) Claims against Client from others

except for amounts for which Client is indemnified under Section 15 below,

in all cases, even if known or foreseeable.

Each party's (including its respective suppliers and subcontractors) total, cumulative, aggregate liability arising out of or in connection with this Agreement will not exceed the greater of £100,000 or the charges paid or payable to Unisys under this Agreement during the 12 months before the first claim to accrue extended, where the claim is for breach by a party of its obligations under Section 7.B, to the charges paid or payable to Unisys under this Agreement during the 24 months before the first claim accrue (or if such claim accrues after the termination or expiry of this Agreement, during the 12 or 24 months (as applicable) prior to such expiry or termination); except that for defective non-Unisys Products, Unisys' maximum liability is a refund of the amount paid for such Products (not including any amounts paid for related Services) returned to Unisys within 90 days after shipment.

The limitations and exclusions of liability set out in this Agreement shall have no force or effect in the case of a claim:

- i) for death or personal injury of any person caused negligence; and
- ii) for payment by the Client of fees under this Agreement; and
- iii) under the indemnity in Section 15; and
- iv) for breach of Section 7A; and
- v) for breach of Section 20; and
- vi) for damage to tangible property caused by negligence in which event the limit of a party's liability shall not exceed £5,000,000 per incident or series of incidents arising from a common cause; and
- vii) for fraudulent misrepresentation; and
- viii) any liability to the extent it cannot be excluded or limited by applicable law.

### Section 15 - Patent and Copyright

Unisys will defend Client from third party claims that a Unisys Product directly infringes a patent or copyright or misappropriates a trade secret protected under the laws of the country where the Order for such Unisys Product is accepted, provided Client: (i) gives Unisys prompt written notice, control and authority to defend and/or settle the claim; and (ii) cooperates in the defense of the claim. Unisys will pay the costs of the defense and any settlement or damage award for the claim(s). If a claim is made Unisys may obtain the right(s) to allow Client to continue to use the Unisys Product or Unisys may replace or modify the Unisys Product. Client will, upon Unisys request, stop using the Unisys Product and return it to Unisys, whereupon any applicable license and charges for the Product will end, and Unisys will give Client a credit for the price paid to Unisys and any unused prepaid Unisys Support Services, less a reasonable charge for past use and/or depreciation. Unisys shall have no liability for claims from a legal entity related to Client, or any claim based on based solely on: (i) Client's design or modification of a Product; (ii) Client's use of a Product in combination with anything that Unisys did not provide to Client or arising out of the use of the Software in a manner other than as described in the corresponding documentation; or, (iii) a non Unisys product, open source or a third party component in any Unisys Product. This Section states Unisys entire liability and Client's sole and exclusive remedies for patent and copyright infringement or misappropriation and trade secret misappropriation.

### Section 16 - Ideas

Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, specifications, schematics, processes, templates, tools or blueprints developed (alone or jointly with Client) by Unisys personnel will be and remain the property of Unisys. To the extent Unisys incorporates any of the foregoing in a Services deliverable as identified in a

statement of work and subject to payment of any fees for the Services, Unisys grants Client a personal, non-exclusive and non-transferable license to use, copy and modify the same solely as part of the deliverable for its internal use; provided however that any Software modification, customization or enhancement is licensed on the same terms as the underlying Software.

## **Section 17 - Termination and Cancellation**

17.1 Either party may terminate an Order if the other party fails to cure a material breach of its obligations under that Order within 30 days of written notice.

17.2 Either of the parties shall be entitled to terminate the Agreement or any Order executed in accordance with its terms in part or in full, with immediate effect, in writing without notice of default if the other party should be or become insolvent, have a receiver, administrative receiver, administrator or manager appointed, commit any act of bankruptcy or commence to be wound up (except for the purposes of a solvent amalgamation or reconstruction).

17.3 Any terms of the Agreement that by their nature extend after the end of the Agreement will remain in effect until fulfilled. The rights or duties relating to protection of Confidential Information, indemnities, security interests, and compliance with import and export regulations will survive termination of this Agreement or any Order executed in accordance with its terms.

## **Section 18 - Dispute Resolution**

Any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be resolved on a confidential basis under the commercial mediation and arbitration rules of the London Court of International Arbitration according to the following process, by first delivering a written notice describing the dispute and the amount involved (“demand”) to the other party: (a) Mediation - After receipt of a demand, either party may start mandatory non-binding mediation before a single mediator; (b) Arbitration - If the dispute remains unresolved 45 days after the receipt of the demand, either party may start binding arbitration before three arbitrators. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. Each party will pay its own expenses and attorney’s fees. Either party may use a court of competent jurisdiction to (a) enforce an arbitration award; (b) seek temporary equitable relief to protect its interests; or (c) recover specific property. Nothing in this Section will preclude or delay Unisys recourse for a suspected violation of Unisys’ intellectual property rights; and Unisys may at its option bring any such action in either court or by arbitration. No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2 year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement.

## **Section 19 - Other Provision**

Neither party will be liable for failure to fulfil its obligations when due to causes beyond its reasonable control nor shall time be of the essence under this Agreement.

Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

The UN Convention on contracts for the international sale of goods is excluded.

The Agreement and other written terms expressly referred to in the Agreement constitute the entire agreement between the parties with respect to the Products and Services provided hereunder and supersedes all prior representations, proposals and agreements, both written and oral, and all other written and oral communications between the parties relating to its subject matter. The sole remedy for untrue statements or representations shall be for breach of contract. Client acknowledges that it has read and understands the Agreement and Client acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) by any person (whether such person is a party to this Agreement or not) other than as set out in this Agreement. The terms and conditions of the Agreement will supersede all other terms and conditions submitted by Client, including any preprinted terms on any Client purchase orders.

Unisys may assign this Agreement or its interest in any Product, or assign the right to receive payments, and will inform Client thereof in writing. Any such assignment, however, will not change the obligations of Unisys to Client. Client will not assign or transfer its rights or obligations under this Agreement without prior written consent of Unisys. Unisys may subcontract any services described in this Agreement to third parties selected by Unisys.

No modification of the Agreement will be valid unless in writing and signed by a fully authorised representative of each party.

Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

Products and services provided under this Agreement may be subject to U.S. and other government export control regulations. Client assures that it will comply with all applicable export laws and regulations related to the use, disclosure, export, or re-export of these Products and services.

Save as otherwise provided in this paragraph, no person who is not a party to this Agreement (including employee, officer, representative or subcontractor of either party) shall have the right to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Section 19. Each party’s suppliers and subcontractors shall be entitled to enforce the provisions of Section 14 which expressly confer a benefit on that person. The parties to this Agreement shall not require the consent of any person who is not a party to this Agreement to vary, terminate or rescind this Agreement.

No party nor their sub-contractors shall make any announcement, either written or otherwise, in relation to the existence of or subject matter of this Agreement, except (i) with the prior written consent of the party, such consent not to be unreasonably withheld or delayed, (ii) as required by law or (iii) in the case of Unisys, as an indication of its experience, cite to third parties, the supply of Products and/or the performance of the Services and the name of the entities involved in the subject matter of this Agreement.

All notices required by this Agreement to be given to Unisys will be sent to Unisys’ registered office as set out below (or such other address as Unisys may notify the Client from time to time), marked for the attention of the Legal Department:

Unisys Europe Limited – Enigma, Wavendon Business Park, Milton Keynes MK17 8LX, United Kingdom

All notices required by this Agreement to be given to the Client shall be addressed to Client at the address stated above (or such other address as the Client may notify Unisys in writing with 5 business days prior

notice).

The Client is deemed to have approved the use by Unisys of named Unisys subcontractors given in any Order to this Agreement for the supply and/or licence of non Unisys Products and/or non Unisys Services.

## Section 20 – Bribery and Corruption

20.1 Each party shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures, to ensure compliance with the provisions of Section 20.2 below.

20.2 The parties shall:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

## Section 21 – Jurisdiction Specific Amendments

### Part A - France

**The following amendments and changes to the UEL Master Agreement for Products and Services apply if Client has its registered office in France:**

**Section 4, 3<sup>rd</sup> sentence** of this Agreement shall be deleted and replaced with the following: “Unisys may suspend Services and/or may impose a late payment charge equal to the European Central Bank’s interest rate as applied at its most recent refinancing operation plus 10 percentage points, plus 40 euros in accordance with article L.441-6 of the French commercial code if Client fails to pay.”

At the beginning of **Section 5.4** of this Agreement, the following terms shall be added: “Unless otherwise specified under French mandatory law,”

In **Section 7.A first paragraph** of this Agreement, the sentence “Software and the results of any evaluation of Products or Services are Unisys Confidential Information even if not marked.” shall be replaced by the terms: “Software, any information which would reasonably be regarded as being of a confidential nature and the results of any evaluation of Products or Services are Unisys Confidential Information even if not marked.”

Last sentence in **Section 7.A second paragraph** of this Agreement, shall be replaced by “Each party agrees to continue with these confidentiality obligations for a period of 5 years after this Agreement ends.”

In **Section 12** of this Agreement, the terms “Unisys makes no other warranties.” shall be replaced by “Unless expressly stated in this Agreement, Unisys makes no other warranties”.

**Section 14** of this Agreement shall be deleted and replaced with the following: “**Limitation of Liability.** A party’s sole and exclusive remedy for damages from any cause related to or arising out of this Agreement will be those provided in this Agreement. Notwithstanding any other clause, each party’s total aggregate liability arising out of or in connection with this Agreement will not exceed the greater of: (i) EUR100,000 or (ii) the charges paid to Unisys under this Agreement for the Product or Service that is the subject of the claim during the 12 months before the first such claim (or if such claim is made after the termination or expiry of this Agreement, during the 12 months prior to such expiry or termination). For damages related to breaches of a party’s obligations under Section 7B only, the limitation of liability referred to under (ii) above shall be extended to 24 months of the charges paid to Unisys under this Agreement before the first such claim to accrue; or if such claim is made after the termination or expiry of this Agreement, during the 24 months prior to such expiry or termination (for the sake of clarity this is not an additional cap but an extension of cap for damages related to breaches of a party’s obligations under Section 7B only).”

Notwithstanding the above and to the extent allowed by law, for defective non-Unisys Products, Unisys’ maximum liability is a refund of the amount paid for such products (not including any amounts paid for related services) returned to Unisys within 90 days after shipment.

In no event shall either party be liable for:

1. Indirect or incidental damages (notably, but not only, expenses charged by any advisers or other professionals (including any lawyer or auditor), judicial fees or financial interests);
2. Lost profits, business, revenue, reputation, anticipated savings or use (indirect or not);
3. Damage to or loss of data;
4. Claims against Client from others except for amounts for which Client is indemnified under Section 15 below; and/or
5. (where that party is Unisys) Any loss or claim arising out of or in connection with Client’s implementation of any conclusions or recommendations contained in any deliverables provided to the Client.

The limitations of liability set out in this Agreement shall have no force or effect in the case of a claim:

- (a) for death or personal injury of any natural person;
- (b) under the indemnity in Section 15;
- (c) for breach of Section 7A;
- (d) for breach of Section 20;
- (e) for damage to tangible property caused by negligence in which event the limit of a party’s liability shall not exceed EUR5,000,000 per incident or series of incidents arising from a common cause;
- (f) for claims brought by a party to claim back compensation pursuant to article 82(5) of the GDPR paid by it in accordance with article 82(4) of the GDPR;
- (g) for fraud, *faute lourde* or *faute intentionnelle* as defined by French case law; and
- (h) which cannot be excluded or limited by applicable law.

In no event shall this clause 14 limit the obligation of the Client to pay fees under this Agreement.

At the beginning of **Section 17.2** of this Agreement, the following terms shall be added: “Unless otherwise specified under French mandatory law,”



**Section 18** of this Agreement, shall be replaced by the following terms:  
“**Dispute Resolution.** Any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be resolved on a confidential basis under the commercial mediation and arbitration rules of the International Chamber of Commerce of Paris (“ICC”) according to the following process, by first delivering a written notice describing the dispute and the amount involved (“demand”) to the other party: (a) Mediation - After receipt of a demand, either party may start mandatory non-binding mediation before a single mediator appointed in accordance with the above-mentioned rules of the ICC; (b) Arbitration - If the dispute remains unresolved 45 days after the receipt of the demand, either party may start binding arbitration before three arbitrators appointed in accordance with the above-mentioned rules of the ICC. The seat, or legal place, of arbitration shall be Paris, France. The language to be used in the arbitral proceedings shall be English. Each party will pay its own expenses and attorney’s fees. Either party may use a court of competent jurisdiction to (a) enforce an arbitration award; (b) seek temporary equitable relief to protect its interests; or (c) recover specific property. Nothing in this Section will preclude or delay Unisys recourse for a suspected violation of Unisys’ intellectual property rights; and Unisys may at its option bring any such action in either court or by arbitration. No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2 year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement.”

**Section 19, paragraph 3** of this Agreement shall be deleted and replaced with the following: “Except where the mandatory local laws of the country in which a party is based specifically override and take precedence over any of the terms set out in this Agreement, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of France.”

**Section 20.2** shall be replaced by the following terms: “The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; and not engage in any activity, practice or conduct that would constitute an offence under such laws, statutes and regulations.”

## Part B - Italy

**The following amendments and changes to the UEL Master Agreement for Products and Services apply if Client has its registered office in Italy:**

**Section 4, 3rd sentence** of these Terms and Conditions shall be deleted and replaced with the following: “Unisys reserves the right to suspend the services and, in any case, late payment interests shall be automatically applied on the overdue from the date on which the payment is due up to the date of payment in the measure of 8 percentage points (or any other maximum percentage points that shall be permitted from time to time by Law) above the key ECB interest rate.”

**Section 14, 3rd sentence** of these Terms and Conditions shall be deleted

and replaced with the following:” Without prejudice to the cases of gross negligence or willful misconduct each party’s total aggregate liability arising out of or in connection with this Agreement will not exceed the greater of EUR100,000 or the charges paid or payable to Unisys under this Agreement during the 12 months before the first claim to accrue extended, where the claim is for breach by a party of its obligations under Section 7.B, to the charges paid or payable to Unisys under this Agreement during the 24 months before the first claim accrue (or if such claim accrues after the termination or expiry of this Agreement, during the 12 or 24 months (as applicable) prior to such expiry or termination); except that for defective non-Unisys Products, Unisys’ maximum liability is a refund of the amount paid for such Products (not including any amounts paid for related Services) returned to Unisys within 90 days after shipment.

**Section 18** of these Terms and Conditions shall read as follows:

### “Section 18 - Dispute Resolution and Lapse of Claims

Save to the extent otherwise agreed in writing by the parties, any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be subject to the non-exclusive jurisdiction of the courts of Italy.

Nothing in this Section will preclude or delay Unisys’ recourse for a suspected violation of Unisys’ intellectual property rights; and Unisys may at its option bring any such action in either court or by arbitration.

**Lapse of Claims:** No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2 year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement.”

**Section 19, para.3** of these Terms and Conditions shall be deleted and replaced with the following: “This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Italy.”

**Section 20.2** of these Terms and Conditions shall be deleted and replaced with the following: The parties shall:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and any other rule and regulations set forth by the Italian Laws; and
- (b) not engage in any activity, practice or conduct that is a violation of the Italian Laws regulating such matters and/or would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.



## Part C – Austria

### The following amendments and changes to the UEL Master Agreement for Products and Services apply if Client has its registered office in Austria:

In **Section 4**, the **3<sup>rd</sup> sentence** shall be deleted and replaced by the following: “Unisys may suspend Services and/or demand default interest amounting to 9.2 percentage points above base interest rate p.a. if Client fails to pay.”

In **Section 10.**, “90 days” shall be replaced by “6 months”.

**Section 12** shall read as follows:

#### “Section 12 – No other Warranties

Unisys will only, at its option and in its sole discretion, repair or replace any Equipment or Software as provided under Section 9 or 10, respectively. Client shall not be entitled to a price reduction or to rescind the contract before having set a reasonable deadline to Unisys *twice* to remedy a defect.

Unisys makes no other warranties beyond to what is provided for in Sections 9, 10 and 11: Non Unisys Products and non Unisys Services are provided “AS IS” and without Unisys warranty. Client agrees to look solely to warranties and remedies provided by the respective manufacturer, supplier, or publisher of non Unisys Products and non Unisys Services, if any./ Except as specifically described in the Limitation of Liability, Client agrees that Unisys will have no liability for any non Unisys Products or non Unisys Services, even if Unisys recommended, approved, or directly or indirectly supplied these products or services to Client. TO THE EXTENT PERMITTED BY LAW, UNISYS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Unisys warranties extend solely to Client.”

**Section 14** shall read as follows:

#### “Section 14 - Exclusion and Limitation of Unisys’ Liability

Unisys shall be liable for loss or damage only to the extent that such loss or damage can be directly traced back to and must therefore be assumed to have been directly caused by at least one of the following events (where “Unisys” includes Unisys’ agents and subcontractors):

- (i) Unisys has expressly guaranteed a specific quality, characteristic or feature of the Product and/or Service and has then negligently failed to adhere to such guarantee.
- (ii) The loss or damage follows from a negligent violation of a cardinal obligation, i.e. an obligation of the essence the breach of which will put the achievement of the contractual purpose at risk.
- (iii) Unisys has caused the loss or damage by wrongful intent (including fraud) or gross negligence.

(iv) A person has suffered physical injury, damage to health or death as a result of Unisys’ negligent behavior.

(v) Unisys’ liability follows from applicable mandatory legal provisions, as is the case with the Austrian product liability act, for example.

Beyond that, Unisys’ liability shall be excluded.

In any case and regardless of the legal basis of Unisys’ liability, as well in cases where a liability results from an alleged invalidity of the provision above, Unisys’ liability shall be limited to the actual payment made by Client for the Products and/or Services. This limitation of liability does not apply to the cases described above under (iii), (iv) and (v), however.

This Section 14 shall not affect any claim or liability that is based on Section 15, Section 7A or Section 20 or that is based on a breach of an obligation stipulated in one of these Sections.”

**Section 17.2** is deleted.

**Section 18** shall read as follows:

#### “Section 18 - Dispute Resolution and Lapse of Claims

Save to the extent otherwise agreed in writing by the parties, any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be subject to the non-exclusive jurisdiction of the courts of Austria.

Nothing in this Section will preclude or delay Unisys’ recourse for a suspected violation of Unisys’ intellectual property rights; and Unisys may at its option bring any such action in either court or by arbitration.

**Lapse of Claims:** No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2 year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement.”

**Section 19, para.3** shall read as follows: “This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Austria. “

**Section 20** shall read as follows:

#### “Section 20 – Bribery and Corruption

20.1 The parties shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the provisions of Section 20.2 below.

20.2 The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption. In particular, the parties shall not engage in any activity, practice or conduct that would constitute an offence under Chapters 6 and 22 of the Austrian Criminal Code.”

## Part D – Germany

The following amendments and changes to the UEL Master Agreement for Products and Services apply if Client has its registered office in Germany:

**Section 4, 3<sup>rd</sup> sentence** of these Terms and Conditions shall be deleted and replaced with the following: “Unisys may suspend Services and/or may impose a late payment charge acc. Sec. 288, Subsec 2 German Civil Code of 9 % above base-interest if Client fails to pay.

**Section 5.3 (b)** of these Terms and Conditions shall be deleted and replaced with the following: “ and if those products or software being delivered under retention of title, Unisys shall acquire title in the payments received by the Client in proportion of the invoice value of the products or software delivered by Unisys to the Client.”

**Section 9 and 10** of these Terms and Conditions shall be supplemented by the following which will take precedence over the “Term of Warranty” provisions: “**Warranty.** According to Sec 433, 631 German Civil Code, Unisys will, during a warranty period of 12 months starting with delivery, at its option and in its sole discretion, repair or replace any Product or Software which shall prove to be defect. You shall not be entitled to rescind the contract, to reduce the fees, to claim for damages or to perform any other remedy, unless you have set a reasonable deadline to Unisys twice to remedy defects at issue and setting of such a deadline is not dispensable.”

**Section 14** of these Terms and Conditions shall be deleted and replaced with the following: “**Limitation of Liability and Exclusion of Damages.** Unisys shall be liable for loss or damage caused by it or its respective vicarious agents or subcontractors without limitation (i) if obligations were violated intentionally or with gross negligence, (ii) in case of existence of compulsory legal liability, particularly under the product liability act, (iii) if obligations were assumed in an express warranty (iv) if Unisys fraudulently concealed a defect and (v) if physical injury was caused to a person by culpable action or omission and such person has died and/or his/her health has suffered. If such an obligation that is of the essence of the contract was breached by culpable action or omission so that there is a risk of impossibility of achieving the purpose of the contract (cardinal obligation), Unisys shall be liable for the loss or damage caused in the amount typical and foreseeable at the time of conclusion of Contract unless liability is unlimited for some reason according sentence 1. Otherwise, liability on the part of Unisys shall be excluded, regardless of the legal basis. The maximum liability of Unisys arising out of the delivery of Products shall not exceed the actual payment made by the Client for the Products and Services. In so far as Unisys's liability is excluded or limited by the above clauses, this shall also apply to Unisys's employees and executives.” All claims by the Client shall be time-barred one (1) year after rendering of the Service unless liability is unlimited for some reason as stated above.”

**Section 18** of these Terms and Conditions shall read as follows:

### “Section 18 - Dispute Resolution and Lapse of Claims

Save to the extent otherwise agreed in writing by the parties, any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be subject to the non-exclusive jurisdiction of the courts of Germany.

Nothing in this Section will preclude or delay Unisys' recourse for a suspected violation of Unisys' intellectual property rights; and Unisys may at its option bring any such action in either court or by arbitration.

**Lapse of Claims:** No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2 year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement.”

**Section 19, para.3** of these Terms and Conditions shall be deleted and replaced with the following: “This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Germany.”

## Part E – Belgium and Luxembourg

The following amendments and changes to the UEL Master Agreement for Products and Services apply if Client has its registered office in Belgium or Luxembourg:

**Section 4, 3<sup>rd</sup> sentence** of this Agreement shall be deleted and replaced with the following: “Unisys may suspend Services and/or may impose a late payment charge equal to the European Central Bank's interest rate as applied at its most recent refinancing operation increased with 8 percentage points and rounded up to the higher half percentage point, plus 40 euros as well as any other recovery cost exceeding this lump sum in accordance with articles 5 and 6 of the Belgian Law of 2 August 2002 on late payment in commercial transactions (payable automatically without the necessity of a reminder), if Client fails to pay.”

At the beginning of **Section 5.4** of this Agreement, the following terms shall be added: “Unless otherwise specified under Belgian mandatory law,”

In **Section 7.A first paragraph** of this Agreement, the sentence “Software and the results of any evaluation of Products or Services are Unisys Confidential Information even if not marked.” shall be replaced by the terms: “Software, any information which would reasonably be regarded as being of a confidential nature and the results of any evaluation of Products or Services are Unisys Confidential Information even if not marked.”

Last sentence in **Section 7.A second paragraph** of this Agreement, shall be replaced by “Each party agrees to continue with these confidentiality obligations for a period of 5 years after this Agreement ends.”

In **Section 12** of this Agreement, the terms "Unisys makes no other warranties." shall be replaced by "Unless expressly stated in this Agreement, Unisys makes no other warranties".

**Section 14** of this Agreement shall be deleted and replaced with the following: "**Limitation of Liability.** A party's sole and exclusive remedy for damages from any cause related to or arising out of this Agreement will be those provided in this Agreement. Notwithstanding any other clause, each party's total aggregate liability arising out of or in connection with this Agreement will not exceed the greater of: (i) EUR100,000 or (ii) the charges paid to Unisys under this Agreement for the Product or Service that is the subject of the claim during the 12 months before the first such claim (or if such claim is made after the termination or expiry of this Agreement, during the 12 months prior to such expiry or termination). For damages related to breaches of a party's obligations under Section 7B only, the limitation of liability referred to under (ii) above shall be extended to 24 months of the charges paid to Unisys under this Agreement before the first such claim to accrue; or if such claim is made after the termination or expiry of this Agreement, during the 24 months prior to such expiry or termination (for the sake of clarity this is not an additional cap but an extension of cap for damages related to breaches of a party's obligations under Section 7B only).

Notwithstanding the above and to the extent allowed by law, for defective non-Unisys Products, Unisys' maximum liability is a refund of the amount paid for such products (not including any amounts paid for related services) returned to Unisys within 90 days after shipment.

In no event shall either party be liable for:

6. Indirect or incidental damages (notably, but not only, expenses charged by any advisers or other professionals (including any lawyer or auditor), judicial fees or financial interests);
7. Lost profits, business, revenue, reputation, anticipated savings or use (indirect or not);
8. Damage to or loss of data;
9. Claims against Client from others except for amounts for which Client is indemnified under Section 15 below; and/or
10. (where that party is Unisys) Any loss or claim arising out of or in connection with Client's implementation of any conclusions or recommendations contained in any deliverables provided to the Client.

The limitations of liability set out in this Agreement shall have no force or effect in the case of a claim:

- (i) for death or personal injury of any natural person;
- (j) under the indemnity in Section 15;
- (k) for breach of Section 7A;
- (l) for breach of Section 20;
- (m) for damage to tangible property caused by negligence in which event the limit of a party's liability shall not exceed EUR5,000,000 per incident or series of incidents arising from a common cause;
- (n) for claims brought by a party to claim back compensation pursuant to article 82(5) of the GDPR paid by it in accordance with article 82(4) of the GDPR;
- (o) for fraud, *faute lourde* or *faute intentionnelle* as defined by French case law; and
- (p) which cannot be excluded or limited by applicable law.

In no event shall this clause 14 limit the obligation of the Client to pay fees under this Agreement.

At the beginning of **Section 17.2** of this Agreement, the following terms shall be added: "Unless otherwise specified under Belgian mandatory law,"

**Section 18** of this Agreement, shall be replaced by the following terms: "**Dispute Resolution.** Any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be resolved according to the following process, by (i) first, the most diligent party will deliver a written notice describing the dispute and the amount involved ("demand") to the other party, (ii) second, the parties agree to meet as soon as possible from date of receipt of the notice to discuss in good faith and intent to settle amicably the dispute, (iii) third, if the dispute remains unresolved 45 days after the receipt of the demand, either party may refer the demand to the court of Brussels having jurisdiction for the demand. Either party may use the court of competent jurisdiction to seek temporary equitable relief to protect its interests or recover specific property. Nothing in this Section will preclude or delay Unisys recourse for a suspected violation of Unisys' intellectual property rights; and Unisys may at its option bring any such action in either court or by arbitration. No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2 year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement."

**Section 19, paragraph 3** of this Agreement shall be deleted and replaced with the following: "Except where the mandatory local laws of the country in which a party is based specifically override and take precedence over any of the terms set out in this Agreement, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium."

**Section 20.2** shall be replaced by the following terms: "The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; and not engage in any activity, practice or conduct that would constitute an offence under such laws, statutes and regulations."

## Part F - Switzerland

**The following amendments and changes to the UEL Master Agreement for Products and Services apply if Client has its registered office in Switzerland:**

**Section 4, 3<sup>rd</sup> sentence** of these Terms and Conditions shall be amended as follows: "Unisys may suspend Services and/or may impose a late payment charge of 1-1/2% per month or, if less, the maximum rate allowed by law if Client fails to pay. Furthermore, if Client fails to pay within 30 days from the invoice date, Unisys may set a final deadline for Client to pay the charges, failing which Unisys may, provided it makes an immediate declaration to this effect, withdraw from the Order and recover any Equipment or Software provided and/or licensed to Client under the Order."

**Section 5.1** of these Terms and Conditions shall be amended as follows: "Title to the Equipment shall not pass to the Client until the earlier of:

- (a) Unisys receives payment in full for the Equipment that Unisys has supplied to the Client in respect of which payment has become due, in

which case title to the Equipment shall pass at the time of payment of all such sums; and

(b) the Client resells the Equipment, in which case title to the Equipment shall pass to the Client at the time specified in Section 5.3.

The parties agree that the reservation of ownership shall be registered in the official register kept by the debt collection office at the Client's domicile. Client explicitly authorizes Unisys to file with the debt collection office an application for registration of the ownership reservation in the official register and Client will take all measures, issue all declarations and execute all documents necessary to give full effect to the registration.

**Section 7A, 4<sup>th</sup> sentence** of these Terms and Conditions shall be amended as follows: "Unisys disclaims any liability relative to Client's personal data, unless mandatory provisions of Swiss law that are applicable regardless of the choice of law provide for mandatory liability of Unisys."

**Section 7A, 2<sup>nd</sup> paragraph, 2<sup>nd</sup> sentence** of these Terms and Conditions shall be amended as follows: "When this Agreement, a license or an Order ends, or upon request, the recipient agrees to return or destroy Confidential Information received under the Agreement, license or Order, including all copies made, and all writings, descriptions and summaries involving or based on such Confidential Information, with the exception of documents the recipient is required to preserve according to mandatory provisions of the applicable law."

**Section 7B, 1<sup>st</sup> sentence** of these Terms and Conditions shall be amended as follows: "Parties agree to abide and comply with the relevant Data Protection legislations applicable to them including new EU legislation coming into force May 2018 (GDPR), provided the EU legislation is applicable in the circumstances concerned."

**Section 9** of these Terms and Conditions shall be supplemented by the following sentence at the end of the paragraph: "This section does not apply to the extent that mandatory provisions of Swiss law that are applicable regardless of the choice of law provide for mandatory warranty rights or mandatory liability of the parties."

**Section 10** of these Terms and Conditions shall be supplemented by the following sentence at the end of the paragraph: "This section does not apply to the extent that mandatory provisions of Swiss law that are applicable regardless of the choice of law provide for mandatory warranty rights or mandatory liability of the parties."

**Section 12** of these Terms and Conditions shall be supplemented by the following sentence at the end of the paragraph: "This section does not apply to the extent that mandatory provisions of Swiss law that are applicable regardless of the choice of law provide for mandatory warranty rights or mandatory liability of the parties."

**Section 18** of these Terms and Conditions shall read as follows:

#### **"Section 18 - Dispute Resolution and Lapse of Claims**

Save to the extent otherwise agreed in writing by the parties, any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be subject to the non-exclusive jurisdiction of the courts of Switzerland.

Nothing in this Section will preclude or delay Unisys' recourse for a suspected violation of Unisys' intellectual property rights; and Unisys may at its option bring any such action in either court or by arbitration.

**Lapse of Claims:** No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2 year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement."

"**Section 19, para.3** of these Terms and Conditions shall be deleted and replaced with the following: "This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland "

#### **Part G – the Netherlands**

**The following amendments and changes to the UEL Master Agreement for Products and Services apply if Client is permanently located in the Netherlands:**

**Section 4, 3<sup>rd</sup> sentence** of these Terms and Conditions shall be amended as follows: "*Unisys may suspend Services and/or may impose a late payment charge of 1-1/2% per month or, if less, the maximum rate allowed by the Dutch Civil Code in commercial transactions (section 6:119a BW).*

#### **Section 5.1 Title to products and Risks**

5.1.(a) is deleted and amended as follows: *Unisys reserves title to the Equipment ("eigendomsvoorbehoud") until payment in full is received for the Equipment delivered to the Client.*

#### **Section 8 – license (last paragraph)**

The word "Terminated" under Dutch law meaning "*opzeggen*".

#### **Section 14 – Limitation of Liability**

UK Pounds £ to be replaced by EURO

#### **Section 17 – Termination and Cancellation**

17.1 the word 'terminate' meaning '*beeindigen*' under Dutch Law

17.2 the word 'terminated' meaning "*ontbinden*" under Dutch law

17.3 the word 'termination' meaning '*beeindiging*' under Dutch law.

#### **Section 18 – Dispute resolution**

The full section to be replaced by:

*The parties shall attempt to resolve all disputes under the Agreement. In the event that a dispute remains unresolved despite good faith efforts of the parties, the dispute may be referred to ICT mediation in accordance with the ICT Mediation rules of the Stichting Geschillenoplossing Automatisering (SGOA). The mediator shall be agreed by the parties and shall have experience with and knowledge of the information technology business. If the parties cannot agree on a mediator, he/she shall be appointed by the SGOA. Mediation connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings. If the parties reach agreement on the resolution of the dispute, such agreement shall be set out in writing and, once it is signed by their duly authorised representatives, shall be binding on the parties. Either party, before or during any dispute resolution proceedings may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the dispute resolution proceedings. The dispute resolution procedure will not be required for actions for recovery*

*of specific property, for collection of uncontested amounts or for breach of confidentiality or enforcement of intellectual property rights and the parties may bring such actions in any relevant court. If the parties fail to reach agreement in mediation within sixty (60) days of the mediator being appointed then any dispute or difference between them may be referred to the Amsterdam District Court unless the parties agree to refer the matter to arbitration before an arbitrator whose method of appointment is agreed between them. Before starting legal proceedings, the aggrieved party will give the other party written notice according describing the claim and amount as to which it intends to initiate legal action and the prior steps it has taken to exhaust the dispute resolution procedure under this clause. .*

No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2 year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement.

#### **Section 19 – Other provisions**

The third paragraph starting: *This Agreement and any dispute .....shall be governed by and construed in accordance with the laws of England and Wales* is replaced by: *This Agreement and .....shall be governed by and construed in accordance with the laws of the Netherlands*

#### **Part H – Spain**

**Section 18**, of this Agreement, shall be replaced by the following terms:

**“Dispute Resolution.** Any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be resolved according to the following process, by (i) first, the most diligent party will deliver a written notice describing the dispute and the amount involved (“demand”) to the other party, (ii) second, the parties agree to meet as soon as possible from date of receipt of the notice to discuss in good faith and intent to settle amicably the dispute, (iii) third, if the dispute remains unresolved 60 days after the receipt of the demand, either party may refer the demand to the exclusive court of Madrid city having jurisdiction for the demand. Either party may use the court of competent jurisdiction to seek temporary equitable relief to protect its interests or recover specific property. Nothing in this Section will preclude or delay Unisys recourse for a suspected violation of Unisys’ intellectual property rights; and Unisys may at its option bring any such action in either court or by arbitration. No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued”.

**Section 19, para.3** of these Terms and Conditions shall be deleted and replaced with the following: “This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Spain”.

**Section 20.2** shall be replaced by the following terms: “The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; and not engage in any activity, practice or conduct that would constitute an offence under such laws, statutes and regulations.”