



Consulting and Technical Support Services (CTS) Agreement

This CTS Agreement (Agreement) applies to consulting services (Consulting Services) and technical support services (Technical Support Services) described in an order placed by you (Client) and accepted by Unisys ((Order)), the Consulting Services and Technical Support Services individually and collectively, the “CTS Services” or “Services” for purposes of this Agreement. The content of your order is defined in detail by the Order-form or the Statement of Work

Unisys may change the terms of this Agreement at any time by posting revised terms at <https://www.unisys.com/client-contract-terms/>. Changes are not retroactive and apply only to new orders and renewals executed after the posting date of the change.

Unless the Order states otherwise, “Unisys” means Unisys Limited a company incorporated and registered in England and Wales with company number 00103709 and having its registered office at Enigma Wavendon Business Park, Milton Keynes, England MK17 8LX

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1. Services. Unisys will provide the Services to assist Client in support of Client's projects, subject to availability of qualified personnel and the difficulty and scope of the requested services. Client is responsible for its compliance with and interpretation of all laws and requirements affecting its business, including any applicable deadlines for compliance and for determining objectives and obtaining desired results. Client has independently determined that the Services meet its requirements. Client will back up its information and data so that Client can easily restore it if lost or damaged from any cause. The Services do not constitute legal, tax or financial advice. Client shall provide information that is current, complete, and correct and ready access to Client's staff and resources as are necessary to the provision of the Services.

2. Personnel. Unisys may assign, reassign and substitute its personnel (who may be employees or contractors of Unisys or Unisys subsidiaries) at any time and may provide the same or similar services and materials to other clients. Client shall not, without the prior written consent of Unisys, solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any Unisys personnel during their participation in the Services or during the twelve (12) months after their Service ends. The parties acknowledge and agree that the personnel of Unisys are not employees of the Client; the parties will undertake all reasonable efforts to support and comply with this understanding in the practical means of the business relationship. The personnel of Unisys will by no means be embedded into the organization of the Client and Unisys personnel will not be subordinated under client management or team leads. Unisys shall have the sole right to control and direct the manner and means by which the Services are performed. The Client shall not have the right to and shall not control the manner or determine the method of accomplishing the Services. Unisys understands and agrees that its personnel are not entitled to any of the benefits that the Client provides to its employees, including but not

limited to health insurance, retirement benefits, or any other employee benefit plans. Client acknowledges and agrees that all prices, fees and charges as advised by Unisys under this Agreement have been quoted on the basis that no employees of Client, Client related companies or those of an incumbent supplier or service provider to Client or any other third party's employees will transfer to any or all of Unisys or its subsidiaries and subcontractors and that Unisys, its subsidiaries or subcontractors will not incur any claims, liabilities, damage, costs or expenses in relation thereto as a result of Unisys entering into this Agreement and/or taking on or performing any Order. Client hereby represents and warrants that no employee of Client or any of its suppliers, contractors or agents shall transfer to Unisys or any Unisys subcontractor as a result of Unisys entering into this Agreement and/or taking on or performing any Order hereunder.

3. Termination. Unisys or Client may terminate the Agreement if the other party fails to cure a material breach under this Agreement within 30 days of written notice. Unisys or Client may also terminate a particular Order by written notice to the other Party if the other party fails to cure a material breach under the Order within 30 days of written notice. Termination of an Order or this Agreement will not release either party from any obligation or liability to the other that has already accrued under this Agreement or otherwise survives expiration or termination of this Agreement or the applicable Order. Any terms of the Agreement that by their nature extend after the end of the Agreement will remain in effect until fulfilled.

4. Client Information. Client agrees to provide information, data, software access or use and documentation ("Client Information") and access to its facilities and other resources at no cost to Unisys as reasonably required for Unisys to perform Services, subject to Client's security rules. Client promises it has the right to use and allow Unisys to use the Client Information and will protect and hold

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Unisys harmless against any third-party claims based on the absence of any of these rights.

5. Confidential Information and Access to Systems.

Unisys and Client (each a Receiving Party) agree not to (i) disclose any information confidential to the other party (Disclosing Party) to any third party other than to the Receiving Party's affiliates and contractors under written obligations of confidentiality, (ii) copy any such information (Confidential Information) unless required for the performance of the Services or requested to do so by the Disclosing Party, or (iii) use Confidential Information other than solely for the benefit of the Disclosing Party. The Receiving Party will use reasonable measures to protect Confidential Information provided by the Disclosing Party from unauthorized use or disclosure. The Disclosing Party will use reasonable efforts to mark or otherwise identify its Confidential Information at the time of disclosure, provided that all personal information and any information in Client systems will be presumed confidential. The obligations in this paragraph shall not apply to Confidential Information: (1) already known by or available to a Receiving Party or its affiliates at the time of disclosure; (2) independently generated by a Receiving Party or its affiliates and not derived from the Confidential Information supplied by the Disclosing Party; (3) publicly known or available, except as the result of the Receiving Party's unauthorized disclosure; (4) disclosed to Receiving Party or its affiliates without a similar restriction by a third party; (5) made available by the Disclosing Party to a third party without a similar restriction; or (6) required to be disclosed by a Receiving Party or its affiliates by law, regulation, court order or other legal process. Support, diagnostic, analytical or other tools, software, documentation, diagrams, specifications, schematics, processes, templates, and blueprints that Unisys uses, stores, or provides to Client to assist Unisys in delivering the Services (collectively, "Unisys Tools") are Unisys Confidential Information and will be used only by Unisys personnel. Unisys may remove Unisys Tools at will and Client gives Unisys permission and access to Client's site to do so.

If access to Disclosing Party's systems or networks is provided to the Receiving Party, the information made available for such access shall be considered Confidential Information of the Disclosing Party. The Receiving Party shall (i) direct its 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 US and other applicable export, import and sanctions 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 Disclosing 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, Disclosing Party may restrict, monitor, or terminate access to its systems and network at any time.

6. Ownership and Licensing. Upon full and final payment to Unisys:

a. Client owns the copyright in the Services' work product with the exclusion of Unisys Works and any modifications or enhancements to or derivatives of such works. Unisys Works are ideas, concepts, knowhow, procedures, processes, techniques, templates, models, tools, utilities, routines or blueprints, software and any works for authorship or other intellectual property delivered to Client as part of the work product that (i) are pre-existing or independently created, or (ii) are not specific to Client and applicable to one or more Unisys solutions or service offerings, are of general purpose use, or represent a generally applicable solution to a technical or operational issue, including for standard commercially available software programs.

b. Unisys grants Client an irrevocable, nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of

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Existing Works embedded in the Services' work product solely as part of and not separate from such work product.

7. Invoicing and Payment. Unisys will invoice Client in local currency or the currency agreed in the Order as the Services are performed and any other applicable charges (including charges for applicable taxes and travel and lodging) as incurred. Client will pay no later than 30 days from the invoice date. Unisys may suspend Services and impose a late payment charge in accordance with applicable law if Client fails to timely 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, withholding tax, personal property or similar tax or government charge) by virtue of this Agreement, excluding taxes based on Unisys' net income.

8. Warranty Unisys sole warranty for the Services is that it will provide the Services using commercially reasonable care and skill and as described in the applicable order.

9. Limitation of Liability.

(A) IN NO EVENT WILL UNISYS, ITS RESELLERS, SUPPLIERS, OR SUBCONTRACTORS OR ASSIGNEES BE LIABLE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES FOR ANY (I) CONSEQUENTIAL, INDIRECT, EXEMPLARY, ENHANCED, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; (II) LOST PROFITS, LOSS OF USE OR LOSS OF ANTICIPATED SAVINGS OR REVENUE (WHETHER DIRECT OR INDIRECT); (III) DAMAGE TO OR LOSS OF DATA; OR (IV) LOSS OF GOODWILL, REPUTATION OR OTHER DIMINUTION IN THE VALUE OF THE CLIENT'S BUSINESS, IN EACH CASE WHETHER OR NOT FORESEEABLE; AND

(B) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, WARRANTY OTHERWISE, THE TOTAL AGGREGATE LIABILITY OF UNISYS, ITS RESELLERS, SUPPLIERS, ASSIGNEES AND SUBCONTRACTORS WILL NOT EXCEED THE CHARGES PAID UNISYS UNDER THIS

AGREEMENT FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM DURING THE 12 MONTHS BEFORE THE CLAIM. Unisys makes no other warranties, express or implied, by operation of law or otherwise, concerning the Services and deliverables provided. To the extent permitted by law, Unisys disclaims all implied terms, including any implied terms of satisfactory quality and fitness for a particular purpose. Unisys' warranties extend solely to the Client.

10. Compliance with Laws. Unisys and Client shall each comply with applicable laws, including without limitation, bribery and corruptions laws, applicable data protection and privacy laws and U.S. and other applicable country import and export control and sanctions laws. Client acknowledges that Unisys is a U.S. based enterprise. Without limiting its obligations under this Section, Client shall not use the Services in support of activities that involve a jurisdiction, state, government, entity, or individual that is the subject of sanctions or prohibitions under U.S. sanctions laws, executive orders, import, export or other regulations, and the activity is not authorized by a general or specific license from the applicable U.S. government entity.

11. Assignment, Subcontracting. Neither party will assign its rights and obligations under this Agreement other than to an affiliate or successor in interest that is not a competitor of the non-assigning party, except that Unisys may subcontract services, assign performance of services and assign its obligations and rights to receive payments under this Agreement.

12. Governing Law & Disputes. This Agreement shall be governed by the laws of England and Wales. Unisys and Client agree to comply with all applicable laws and regulations regarding independent contractor status and acknowledge that failure to do so may result in termination of this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration, which will be mandatory and binding for Unisys and Client. Arbitration shall be conducted before a single arbitrator and administered by the International Centre for Dispute Resolution in accordance with the provisions of its International

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Arbitration Rules. The arbitrator will have no authority to award punitive damages. The place of arbitration shall be London. The costs of the arbitration will be borne equally by Unisys and Client. Each party will bear its own internal expenses and attorney's fees and expenses and the arbitrator will have no authority to award any such expenses or fees. Nothing in this section will preclude, delay, or affect recourse to a court of competent jurisdiction by Unisys or Client: (i) to compel arbitration or enforce an arbitration award; (ii) to seek temporary equitable relief; (iii) to recover specific property; or, (iv) for a suspected violation of its intellectual property rights. No action arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued, except for any action by either party for a suspected violation of its intellectual property rights.

13. Miscellaneous. Neither party will be liable for failure to fulfil its obligations (other than for payment of monies when due) when due to causes beyond its reasonable control. Any failure or delay by either party in exercising any right or remedy will not be a waiver. Each provision of this Agreement is severable.

14. Entire Agreement. This Agreement and any Orders are the entire agreement between the parties for the Services and supersede all prior related proposals, agreements and other communications between the parties and any pre-printed terms on a purchase order. Orders may only vary the terms of this Agreement if the changes are specifically identified and the Order is signed by an authorized representative of Unisys and Client.

15. No Third-Party Beneficiaries. Save as otherwise provided in this paragraph, no person other than Unisys or Client (including any employee, officer, agent, representative or sub-contractor of Unisys or Client) shall have the right (whether under statute or otherwise) to enforce any term of this Agreement that expressly or by implication confers a benefit on that person unless Unisys and Client give their advance written agreement, which agreement must refer to this paragraph. Each party's suppliers, assignee and sub-contractors shall be entitled to enforce the provisions of paragraph 10 above. 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.