Unisys End User License Agreement

By clicking "Accept" or by downloading, installing, copying, accessing, or using the Software, you, the "Client", agree to **this agreement.** If you are an individual accepting these terms on behalf of an entity, the entity is the "Client" and you represent that you have the legal capacity to contract and you have the authority to enter, and you are entering, into this agreement on the Client's behalf. **IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS OR USE THE SOFTWARE OR CLICK "ACCEPT"; RETURN THE SOFTWARE (INCLUDING ANY OTHER ITEMS INCLUDED WITH THE SOFTWARE) TO THE SELLER, (WHETHER UNISYS OR A RESELLER), FOR A REFUND OF ANY LICENSE FEES PAID BY CLIENT FOR THE LICENSE OF THE SOFTWARE. IF CLIENT ACQUIRED A SUBSCRIPTION TO THE SOFTWARE IN A PUBLIC CLOUD OR SIMILAR HOSTED ENVIRONMENT (A "CLOUD-BASED STOREFRONT"), CLIENT MUST UNSUBSCRIBE AND NO REFUND WILL APPLY.**

Terms and Conditions

Section 1 - Definitions

"Agreement" means this Unisys Software Terms of Use, including the preamble, all Sections, and all Schedules incorporated in or referenced by it.

"License Plan(s)" are license plan descriptions and any separate license agreements applicable to the Software either supplied with the Software or published at https://www.unisys.com/client-contract-terms/

A "non-Unisys Product" or "**non-Unisys Software**" is equipment or Software 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 Services**" are Services not performed by Unisys or one of its subcontractors.

"**Personal Data**" means any information or set of information relating to a person that identifies the person or could reasonably be used to identify the person.

A "**Product**" is equipment, Software, Software maintenance releases, updates, and documentation (including manuals and education materials but not maintenance materials or tools) provided by Unisys.

"Reseller" means any distributor, reseller, solution provider, system integrator, or hosting provider of a Cloud-based Storefront, in each instance authorized by Unisys to sell licenses or subscriptions for the Software. A Reseller includes any lower tier participants in the Reseller's resale channel.

A "**Schedule**" is a document either incorporated in, or referenced by, this Agreement.

"**Security Incident**" means any unauthorized access, use, disclosure, destruction or loss of Personal Data within the possession or control of Unisys caused by Unisys failure to comply with the Section entitled Personal Data.

"**Services**" are services or work provided under this Agreement.

"**Software**" is the object code version of computer programs, image enablers, license or performance keys, any source code version that Unisys may provide, and any related documentation (including manuals and education materials but not maintenance materials or tools). Software includes maintenance releases, updates, and microcode that are not permanently fixed in equipment.

"**Support Services**" are the Unisys Services for the support of Products according to Unisys standard support services plan descriptions, available at https://www.unisys.com/client-contract-terms/

"**Unisys**" means the Unisys entity, whether Unisys Corporation or an affiliate, on whom Client placed the order for the Products or Products and Services or, if Client acquired the use of the Products or Products and Services through a Reseller, the Unisys entity on whom the Reseller's corresponding order was placed.

Unisys Product "**Unisys Equipment**" or "**Unisys Software**" is equipment or Software, as the case may be, that Unisys manufactures or has manufactured for it and that bears a Unisys trademark.

"**Unisys Services**" are Services performed by or on behalf of Unisys.

Section 2 - Delivery

Unisys may deliver the Software on computer readable media or make the Software available for download or for use in a Cloud-based Storefront.

Section 3 – Client Responsibilities

Client has independently determined that the Products meet its requirements. Client will use the Products according to their instructions in the proper environment. Client will back up information and data stored or processed by the Products so Client can

easily restore it if lost or damaged from any cause. Client will follow Unisys procedures and instructions for any applicable services. Client will install available error corrections and maintenance releases on a current basis. Client is responsible for any results produced by the Products, as well as compliance with 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, to disclose to Unisys and to allow Unisys to use all Client Information. Client will, at its own expense, indemnify and hold harmless Unisys against any loss or damage arising from any claim based on the absence of any of these rights. If Client uses the Software in a Cloud-based Storefront, Client will defend, indemnify and hold harmless Unisys against any claims, costs, damages, losses and liabilities arising out of or in any way connected with any product or service other than the Software and any Software-related services supplied by Unisys.

If access to Unisys systems or networks is provided to Client, or access to Client systems or networks is provided to Unisys, the information made available for such access shall be considered Confidential Information of the entity giving the access. The entity 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 Unisys or Client, as the case may be, 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 and Client, each in its own right, may restrict, monitor, or terminate access to its systems and network at any time.

Section 4 – Artificial Intelligence

4.1 Restrictions on Third-Party AI Tools

(a) Definition. "AI Tool" means any artificial intelligence, machine learning, natural language processing, generative artificial intelligence, large language model, code-completion or code-generation tool, chatbot, virtual assistant, or other automated or algorithmic technology or service capable of analyzing, processing, generating, or deriving insights from data or content — regardless of whether it is (i) publicly available, open-source, or offered on a free, paid, enterprise, or private basis; (ii) accessed as a stand-alone product or service, or embedded or integrated within another product, plug-in, browser extension, or feature; or (iii) developed, owned, or operated by Unisys, Client, or any third party.

(b) Prohibition on Submission to AI Tools. Except with Unisys's prior written consent, Client shall not, and shall not permit or authorize any third party (including any Client employee, contractor, consultant, or other agent) to, directly or indirectly, input, upload, paste, transmit, or otherwise submit or make available to any AI Tool all or any portion of the Software or any other Confidential Information, including proposals, quotes, configurations, contracts, or other similar business documents.

(c) No Use of AI Tools to Reverse Engineer. Without limiting Section 7, Client shall not use, and shall not permit or authorize any third party to use, any AI Tool to reverse engineer, decompile, disassemble, translate, extract, reconstruct, or otherwise derive or attempt to derive the source code, algorithms, architecture, data structures, or other underlying elements of the Software — whether by submitting the Software to an AI Tool, by prompting or querying an AI Tool regarding the Software, or by any other means.

(d) No License; No Pass-Through Rights. Nothing in this Section grants, or is intended to grant, Client any right to access, use, or subscribe to any AI Tool. Unisys makes no representation or warranty regarding, and assumes no responsibility for, any AI Tool Client may separately elect to use, and any such use (to the extent not otherwise prohibited by this Section) remains subject to that AI Tool's own terms and is at Client's sole risk.

(e) Confidentiality; No New Rights from Output. Any submission made in violation of this Section is a breach of Client's confidentiality obligations under Section 5. No use of an AI Tool creates or is intended to create any ownership or license rights in favor of Client, any AI Tool provider, or any third party. To the extent any AI Tool, its provider, or any third party asserts or acquires any right, title, or interest in or to any output, model, or derivative arising from a submission made in violation of this Section, Client hereby assigns, and will cause any such party to assign, all such right, title, and interest to Unisys, and will promptly execute any documents Unisys reasonably requests to evidence or perfect that assignment.

(f) Notice and Cooperation. If Client becomes aware, or has reason to believe, that the Software or other Confidential Information has been submitted to an AI Tool in violation of this Section, Client shall notify Unisys in writing without undue delay and shall reasonably cooperate, at Client's expense, with Unisys's investigation and remediation, including efforts to obtain deletion or removal of the submitted material and any resulting output.

(g) Remedies. A violation of this Section is a material breach of this Agreement. Client acknowledges that a violation may cause Unisys irreparable harm for which damages are an inadequate remedy, and that Unisys may seek injunctive and other equitable relief without the necessity of posting bond, in addition to any other available remedies. Client will defend, indemnify, and hold harmless Unisys against any claims, costs, damages, losses, and liabilities arising out of or relating to any violation of this Section.

(h) Flow-Down. Client is responsible for compliance with this Section by its employees, contractors, consultants, and other agents, and any violation by any of them is deemed a violation by Client.

(i) Customer shall not and shall not permit any Authorized User or third party to, use the Code, any AI Tool, or any output of an AI Tool derived from the Code to develop, train, or improve any product, service, or technology that is similar to or competitive with the Code or any Unisys product or service.

4.2 Unisys AI Features

(j) Definition — Unisys AI Feature. "Unisys AI Feature" means any feature, functionality, or component of the Software or Services that Unisys develops, embeds, integrates, or otherwise makes available to Client and that incorporates or is powered by an AI Tool, whether generally available or made available on a beta, preview, or limited-availability basis. A Unisys AI Feature is not an AI Tool for purposes of Sections 4.1(b) and 4.1(c), and Client's use of a Unisys AI Feature as intended, and as part of the Software or Services, does not by itself violate those Sections.

(k) License; Modification. Client's right to use a Unisys AI Feature is included in, and subject to the same terms as, its license to the Software or Services of which the Unisys AI Feature is a part, except to the extent Unisys designates a Unisys AI Feature as requiring a separate order, in which case use is also subject to the applicable License Plan or order. Unisys may modify, suspend, or discontinue any Unisys AI Feature at any time, including during any beta or preview period, without liability to Client.

(l) Input and Output Ownership. As between Unisys and Client, Client retains ownership of all data, prompts, and content it submits to a Unisys AI Feature ("Input") and owns the output the Unisys AI Feature generates in response to that Input ("Output"), except that Output does not include, and Unisys retains all right, title, and interest in, the underlying Unisys AI Feature, its models, and any Unisys pre-existing technology, materials, or know-how reflected in the Output. Client acknowledges that Output may not be unique and that a Unisys AI Feature may generate the same or similar Output for other customers.

(m) Use of Input and Output; Improvement. Client grants Unisys a non-exclusive, worldwide, royalty-free license to use Input and Output to (i) provide, maintain, and support the Unisys AI Feature, and (ii) develop, train, and improve Unisys's AI and machine learning technologies, including the Unisys AI Feature, whether for Client's benefit or generally. Unisys will use commercially reasonable, industry-standard measures to aggregate or de-identify Input and Output before using it for the purpose described in clause (ii). This Section 4(l) does not expand Unisys's rights with respect to Personal Data, which continues to be handled as provided in Section 6.

(n) No Warranty on Output; Review Obligation. **TO THE EXTENT PERMITTED BY LAW, UNISYS DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO OUTPUT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND THE DISCLAIMERS IN SECTION 10 APPLY EQUALLY TO OUTPUT.** Client is solely responsible for reviewing and validating Output, and for determining its accuracy, completeness, and appropriateness, before relying on or using it. Client's indemnification obligations under this Agreement extend to any claim arising from Client's use of Output without adequate human review.

(o) High-Risk Uses; Regulatory Compliance. The restrictions in Section 7 on use of the Software in hazardous or high-risk environments apply equally to any use of, or reliance on, a Unisys AI Feature or its Output. Client is solely responsible for its and its users' compliance with all laws and regulations applicable to its use of a Unisys AI Feature, including laws governing artificial intelligence and automated decision-making. Where the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) applies to Client's use of a Unisys AI Feature, Client is the "deployer" of that Unisys AI Feature and is solely responsible for complying with the obligations that status entails.

(p) Third-Party AI Technology. A Unisys AI Feature may incorporate or rely on AI Tools or technology provided by a third party. Unisys is not responsible for the acts or omissions of, or the availability, accuracy, or training data used by, any such third-party technology, except to the extent caused by Unisys's own failure to comply with its obligations under this Agreement.

Section 5 – Confidential Information

Confidential Information is Software, diagnostics, support materials, documentation, and any other information and materials confidential to Unisys, its licensors, or Client. All materials containing Confidential Information will be marked "Proprietary", "Confidential", or in a manner that gives notice of its confidential nature. Software and the results of any evaluation of Unisys Software or Unisys Services are Unisys Confidential Information even if not marked. Confidential Information may not be copied nor shared with other persons or entities except for the subcontractors, agents, advisors and service providers of the recipient under substantially similar confidentiality obligations, in each case as essential for authorized use and performance or administration of this Agreement. Recipient agrees to reproduce all notices on any copies. If Confidential Information is disclosed in intangible form, the discloser 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. The recipient will use reasonable measures to protect Confidential Information provided by the discloser from unauthorized use or disclosure. Ownership of Confidential Information will remain with the discloser.

The obligations 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 discloser; (iii) publicly known or available, except where the 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 another; 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 discloser. When this Agreement or a license ends, or upon request, the recipient agrees to return or destroy Confidential Information received under the Agreement or license, including all copies made, and all writings, descriptions and summaries involving or based on the discloser's Confidential Information. These confidentiality duties continue after this Agreement ends or a license under 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 Unisys Software or uses, stores, or provides to Client to

assist Unisys deliver 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.

Section 6 – Personal Data

Personal Data may be provided to or accessed by Unisys under this Agreement. Client and Unisys will comply with their respective obligations under applicable data protection and privacy laws and regulations. Client warrants that the processing of Personal Data in connection with this Agreement will not place Unisys or its subcontractors in breach of any data protection and privacy laws or regulations, and that Client has obtained all necessary consents and permissions to permit such processing. Unisys will implement and maintain commercially reasonable administrative, technical and physical safeguards to protect Personal Data processed by Unisys from unauthorized access, disclosure, or use, and accidental or unlawful destruction, loss, or alteration. Unisys will not process Personal Data for any purpose other than to provide Services to Client. Unisys may transfer Personal Data outside of the country of origin as required for the Services and disclose Personal Data to another if the disclosure is (1) required by law, regulation, or judicial or government order, (2) requested by individuals exercising their rights to access, amend, transfer, or delete their Personal Data; (3) requested by a competent government authority; (4) made pursuant to Client direction, or (5) made to another that either (a) performs services on behalf of Client or Unisys and the disclosure is made in order to perform the Services, or (b) performs clerical, administrative, technical, or security-related services for Unisys and such disclosure is incidental to the performance of such services, and (c) agrees to maintain the confidentiality of disclosed Personal Data consistent with this Agreement. Client and Unisys recognize that it is possible for data to be collected from users of the Service that is not Personal Data (e.g., "hits," "clickstream data," and the like). Any such data entered by or collected from users of the Services, to the extent relating specifically to Client or its customers, prospective customers, employees or recruits ("Usage Data"), will be deemed Client's Confidential Information; however, Client grants Unisys a license to use Usage Data to provide Services to Client and Client grants Unisys a perpetual, non-exclusive, worldwide, transferable, irrevocable license to use and allow others to use anonymized Usage Data for any purpose including to provide Services to others and to develop, train, and improve Unisys's products and services, including any Unisys AI Feature as described in Section 4. Unisys shall retain Personal Data only for so long as necessary to provide the Services in accordance with this Agreement. Unisys will, as soon as reasonably practicable, return in the format then stored, or, if Client so elects, destroy (and in the case of such destruction, certify, on reasonable notice, that such destruction has taken place) Personal Data upon Client's request or the termination of this Agreement. In the event of a Security Incident, Unisys shall (1) promptly notify Client, (2) investigate and take reasonable steps to mitigate any harmful effects of the Security Incident, (3) reasonably cooperate with Client, and (4) take any remedial actions required by law.

Section 7 – 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 with a separate license agreement, that separate 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 or obligations Client may have, pursuant to any such open source license. Otherwise, the following license terms will apply:

Licenses begin upon Unisys shipment of the Software on computer readable media or when the Software is made available for download or use or, in the case of renewals or extensions, upon 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 according to this Agreement on a single machine unless the ordered License Plan provides otherwise. The 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 SHALL 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 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. 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 Software under this Agreement.

SOFTWARE LICENSES END 60 MONTHS AFTER THE START OF THE LICENSE UNLESS THE ORDERED LICENSE PLAN OR DESCRIPTION PROVIDES OTHERWISE.

Unisys reserves any rights not expressly granted.

Section 8 – 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 use or 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 does not apply to Unisys Software licensed on an "AS IS, WITH ALL FAULTS" basis nor to Unisys Software licensed to Client under a renewal, extension, or subsequent license.

Section 9 – Services

For Products enrolled under Support Services, Unisys will use commercially reasonable efforts according to the service plan in which Client is enrolled or to which Unisys determines Client is entitled at the time Unisys receives Client's service request 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 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 shall perform the Unisys Services in a competent and workmanlike manner using individuals of suitable training and skills.

Section 10 – No Other Warranties

Unisys makes no other warranties. Non-Unisys Products and non-Unisys Services are provided "AS IS, WITH ALL FAULTS" and without Unisys warranty. Client agrees to look solely to warranties and remedies provided by the respective manufacturer, supplier, or publisher of non-Unisys Software 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 items to Client.

TO THE EXTENT PERMITTED BY LAW, UNISYS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOFTWARE IS NOT ERROR-FREE. UNISYS DOES NOT WARRANT UNISYS WILL CORRECT ALL SOFTWARE ERRORS. UNISYS DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SOFTWARE WILL OPERATE IN COMBINATIONS SELECTED FOR USE BY CLIENT.

BAD ACTORS CONTINUE TO DEVELOP NEW TECHNIQUES TO INTRUDE IN NETWORKS, ATTACK NETWORKS, OR TO CREATE OR EXPLOIT SECURITY RISKS OF NETWORKS. UNISYS DOES NOT WARRANT THAT THE SOFTWARE OR ANY OF ITS SECURITY FEATURES OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH, OR IN CONNECTION WITH WHICH THE PRODUCT IS USED, WILL BE FREE OF VULNERABILITY TO INTRUSIONS, ATTACKS, OR SECURITY RISKS. Unisys warranties extend solely to Client. The following language relates only to Products subject to U.S. federal or state consumer warranty laws: If the disclaimer of implied warranties does not apply to Client, Unisys limits the length of these warranties to the applicable Unisys warranty period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Client. This warranty gives Client specific legal rights, and Client may have other rights, which vary from state to state.

Section 11 – Limitation of Liability

CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE PRODUCTS AND SERVICES, 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 WILL UNISYS, ITS SUPPLIERS, RESELLERS OR SUBCONTRACTORS BE LIABLE IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS AND SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, 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 UNISYS, ITS SUPPLIERS, SUBCONTRACTORS, OR RESELLERS WERE ADVISED OF THE POSSIBILITY OF THE LOSSES OR DAMAGES OR THE LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF UNISYS, ITS SUPPLIERS, RESELLERS AND SUBCONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING FOR THE PRODUCTS OR SERVICES OR BOTH, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE GREATER OF $5,000 USD OR THE CHARGES PAID TO UNISYS FOR THE PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE CLAIM IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Section 12 – 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 the Unisys Software licensed to Client, any Software modification, customization or enhancement is licensed on the same terms as the underlying Software.

Section 13 – Termination

THIS AGREEMENT, INCLUDING UNISYS OBLIGATION TO PROVIDE ANY ORDERED SUPPORT SERVICES AND THE LICENSE FOR ANY UNISYS SOFTWARE ENDS UPON CLIENT'S BREACH OF THIS AGREEMENT. In addition to Unisys rights set out in the support plan descriptions, Unisys may suspend or terminate Unisys Support Services if Unisys does not receive payment for Unisys Support Services charges from Unisys Reseller through whom Client purchased the Unisys Support Services in accordance with the payment terms as agreed between Unisys and its Reseller, provided that Unisys shall first provide Client with at least ten (10) days written notice and opportunity to pay the applicable Unisys charges directly. Any terms of this 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, and compliance with import and export regulations will survive termination of this Agreement.

Section 14 – Dispute Resolution

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, if Client is not a US person or entity, administered by the International Centre for Dispute Resolution in accordance with the provisions of its International Arbitration Rules or, if Client is a US person or entity, administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitrator will have no authority to award punitive damages. The place of arbitration shall be New York, New York, USA. The language of the arbitration shall be English. The costs of the arbitration will be borne equally by Unisys and Client. Unisys will bear its internal expenses and its attorney's fees and expenses and Client will bear its internal expenses and its attorney's fees and expenses.

Nothing in this section will preclude, delay, or affect recourse to a court of competent jurisdiction by: (i) Unisys or Client to compel arbitration or enforce an arbitration award; (ii) Unisys or Client to seek temporary equitable relief; (iii) Unisys or Client to recover specific property; or, (iv) Unisys for a suspected violation of Unisys' intellectual property rights.

No arbitration or any legal action, regardless of its form, related to or 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 Unisys for a suspected violation of Unisys' intellectual property rights.

Section 15 – No Third Party Beneficiaries

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, or unless the applicable Unisys License Plan expressly confers a benefit on that person. Even if a person other than Unisys or Client (including any employee, officer, agent, representative or sub-contractor of either party) has a right to enforce any term of this Agreement despite the immediately preceding sentence, Unisys and Client may vary or cancel this Agreement by agreement without the consent of the person.

Section 16 – Other Provisions

Client and Unisys agree that the language of this Agreement shall be English. Neither Unisys nor Client will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control, excluding payment of monies due. Any failure or delay in exercising any right or remedy will not be a waiver. Each provision of this Agreement is severable. THE LOCAL LAW OF THE STATE OF NEW YORK, USA, WILL GOVERN THIS AGREEMENT, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. This Agreement may only be modified by a writing signed by a duly authorized representative of Unisys. Unisys may change a Schedule (for example and not limitation to change license plans and descriptions or to change support service plans) at any time and for any reason, by posting the changed Schedule at a Unisys website, with or without notice to Client. Client may not assign or transfer Client's rights or obligations under this Agreement without the prior written consent of Unisys. Unisys may subcontract Services to third parties. Client shall comply with all laws and regulations of each applicable jurisdiction, including laws and regulations related to the use, disclosure, transfer, import, export or re-export of the Products and related products and services. Technology included in the Products is subject to limitations on encryption technology imposed by the United States and other governments. Information about the United States

government limitations may be found at https://www.bis.doc.gov. Client agrees not to export or re-export the Products contrary to applicable United States export law (including without limitation the Export Administration Regulations ("EAR"), Office of Foreign Asset Control ("OFAC") regulations and any other applicable regulations). Client shall not transfer, import, export, or re-export the Products, directly or indirectly (i) to a United States embargoed country; nor (ii) to any person or entity on a denial list published by the United States government. Client shall not use, nor permit others to use, the Products for any end use prohibited by United States law or other applicable law including use in the design, development, production, stockpiling, or use of nuclear devices, missiles, chemical or biological weapons, or other weapons of mass destruction. Client represents and warrants that Client is not: subject to any sanctions by the United States government or listed on any denial list published by the United States government, or a national or entity of, (or located in), a country subject to a United States embargo such as the countries listed in Country Group E of Supplement No. 1 to Part 740 of the EAR or Part 746 of the EAR, or both. If Client acquires a subscription or license to the Software in a Cloud Based Storefront; Client shall not transfer the Software, including any part or copies of the Software or any executable files derived from the Software, out of the public cloud of the provider of the Cloud Based Storefront; and, Client shall not spoof, defeat, circumvent, or disable any copy protection mechanism or execution/run-time protection mechanism of, or related to, the Software including any mechanism(s) to limit the Software's location or execution, or both, solely to the public cloud of the provider of the Cloud Based Storefront. All notices from Client under this Agreement shall be addressed to the office that services Client, with a copy to the Unisys Law Department, 801 Lakeview Drive, Suite 100, Blue Bell, PA 19422.

Section 17 – U.S. Federal Government Terms

(This Section applies only if Client is a U.S. Federal Government end user.) THE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION ARE COMMERCIAL ITEMS THAT HAVE BEEN DEVELOPED ENTIRELY AT PRIVATE EXPENSE. THEY ARE DELIVERED AND LICENSED AS COMMERCIAL COMPUTER SOFTWARE AND COMMERCIAL SOFTWARE DOCUMENTATION WITHIN THE MEANING OF THE APPLICABLE U.S. FEDERAL ACQUISITION REGULATION(S). THE LICENSE CONTAINED IN THIS AGREEMENT PRESCRIBES EXCLUSIVELY THE GOVERNMENT'S USE AND DISCLOSURE OF THE SOFTWARE AND DOCUMENTATION.

To the extent any provisions of this Agreement are invalid or unenforceable as applied to contracts with the U.S. Federal Government, applicable laws or regulations apply, including U.S. Federal Government acquisition regulations (e.g., FAR, DFARS), the Contract Disputes Act of 1978, and 28 U.S.C. §516. All other provisions of the Agreement remain in effect.

Section 18 – Entire Agreement

If Client purchased Products or Services or Products and Services from a Unisys entity directly under a separate agreement then that separate agreement shall apply to such Products and Services and this Agreement will not apply; otherwise, this Agreement, including the Schedules, is the entire agreement between Client and Unisys for the Products and Services that are the subject of this Agreement and supersedes all prior related proposals, agreements, and all other communications between Client and Unisys for these matters. Unisys rejects any terms in any purchase order or other document issued by Client to Unisys or Reseller that are additional to or different from the terms of this Agreement. Client agrees that any additional or different terms shall have no force or effect. To the extent any provision of this Agreement is contrary to applicable law, unenforceable under applicable law, or declared invalid then the provision shall be deemed severed and shall have no effect; the remaining provisions will continue to have effect.