

# Mobile App End User License Agreement

Intending to be legally bound by this Mobile App End User License Agreement (“**Agreement**” or “**EULA**”), you and your employer, if you are accepting this on behalf of your employer, (“**You**” or “**End User**”) agree the following terms will apply to Your use of the software with which this EULA is provided (“**App**”) and any documentation to the App lawfully obtained by You from Unisys or a **Unisys Reseller**, as defined below and which includes an “app store”. Your use of the App will also be governed by any additional conditions that Unisys or a Unisys Reseller may provide on or before delivery of the App. Unisys may amend the terms of this Agreement at any time on written notice to You or by posting an updated version of the Agreement at <https://www.unisys.com/client-contract-terms/>). The App may access or collect some of your personal information; for information on how your personal information is used, please see the Unisys Privacy Policy (which can be viewed at <http://www.unisys.com/privacy/privacy-policy.html>). Unisys may amend the Unisys Privacy Policy from time to time, and the most recent version of the Unisys Privacy Policy, in its entirety, shall be deemed incorporated in this Agreement by this reference. If You do not agree to these terms, You must immediately stop using the App, uninstall all copies the App, and return or certify destruction of the copies of the App. Your download, installation, or use of the App, or attempting to do any of these, constitutes an express acceptance of this Agreement.

## Terms and Conditions

### Section 1 - Definitions

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“**Unisys Reseller**” is a reseller of computer software licenses who has been authorized by Unisys to sublicense or otherwise distribute the licensed App to You. Unisys Resellers may include, without limitation, prime contractors and providers of application marketplaces or “app” stores.

“**Confidential Information**” is the App and any diagnostics, support materials, documentation, and any other information and materials confidential to Unisys or its licensors.

“**Feedback**” means reports, code, content, comments, feedback, suggestions, information, or other materials You may provide about the App.

“**Non-Unisys Software**” is software provided to Unisys by a third-party supplier or publisher.

“**Software**” is the object code version of the App including any image enabler, license or performance key, any source code version that Unisys may provide, and any documentation for the programs, excluding maintenance materials. Software includes microcode that is not permanently fixed in equipment.

### Section 2 - License

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This Agreement does not convey any ownership to You. Your rights in the App are limited by this Agreement. Unisys licenses the App directly or through Unisys Resellers and the App may include Non Unisys Software. Non Unisys Software may be subject to its own license agreement. If Unisys distributes any App to You and Unisys includes a separate license agreement between You and a third party, or if any license agreements are appended to this Agreement or are provided with the App, You agree that for any Non Unisys Software: (a) the terms of the separate license agreement (including its warranties, restrictions and remedies, if any) shall apply to that Non Unisys Software, and (b) in the case of Non Unisys 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 obligations You may have, according to any open source license. Otherwise, the following license terms will apply:

- 2.1 All right, title, and interest in and to the App and documentation, including all copyrights, patent rights, trade secret rights, trademarks, and other intellectual property rights in the App and documentation shall remain the property of Unisys or its licensors. Other than as provided in this Agreement, all rights, including but not limited to intellectual property rights, are reserved by Unisys and its licensors, and You have no ownership rights to the App or documentation. If You breach this Agreement in any way that may adversely affect the intellectual property or proprietary rights of Unisys or its licensors in the App or documentation, the breach may cause irreparable injury, for which monetary damages may not be an adequate remedy. In the event of a breach, Unisys and its licensors shall be entitled to equitable relief in addition to seeking any other available legal or equitable remedy and You agree to reimburse Unisys and its licensors the reasonable attorneys’ fees and costs expended in connection with the proceedings.
- 2.2 SUBJECT TO YOUR PAYMENT OF ANY APPLICABLE LICENSE FEES, UNISYS LICENSES EACH COPY OF THE APP AND DOCUMENTATION PROVIDED UNDER THIS AGREEMENT TO YOU ON A PERSONAL, NON-SUBLICENSABLE, NON-EXCLUSIVE, AND NON-TRANSFERABLE BASIS FOR YOUR INTERNAL USE IN CONNECTION WITH YOUR OR YOUR EMPLOYER’S RECEIPT OF SERVICES FROM UNISYS. SUCH INTERNAL USE DOES NOT INCLUDE USE: AS A SERVICE BUREAU, FOR OUTSOURCING, FOR FACILITIES MANAGEMENT, OR FOR USE IN MISSION-CRITICAL APPS (FOR EXAMPLE MANAGEMENT OF NUCLEAR POWER PLANTS, FLIGHT CONTROL SYSTEMS, OR THE LIKE). THE LICENSE BEGINS ON UNISYS’ SHIPMENT OR ELECTRONIC TRANSMISSION, OR YOUR DOWNLOAD, OF THE SOFTWARE OR A SOFTWARE KEY. UNLESS OTHERWISE AGREED TO BY UNISYS AND THE UNISYS RESELLER FROM WHOM THE APP WAS ACQUIRED, UNISYS LICENSES THE APP SOLELY FOR USE ON A SINGLE DEVICE.
- 2.3 THE LICENSES GRANTED IN THIS AGREEMENT END IF YOU UNINSTALL THE APP.
- 2.4 YOU SHALL NOT, AND SHALL NOT ENCOURAGE OR PERMIT OTHERS TO:

- 2.4.1 TRANSLATE, ADAPT, ARRANGE, OR OTHERWISE MAKE A COPY OF, OR MAKE USE OF A COPY OF, THE APP OR DOCUMENTATION EXCEPT FOR ONE (1) ARCHIVAL COPY OF THE APP, WHICH MUST BEAR ALL THE LEGENDS AND NOTICES OF THE ORIGINAL ITEM.
  - 2.4.2 ALTER, REMOVE, OR OBSCURE ANY PROPRIETARY LEGEND, COPYRIGHT, TRADEMARK, PATENT OR OTHER PROPRIETARY INTELLECTUAL PROPERTY NOTICE CONTAINED IN OR ON THE APP OR DOCUMENTATION.
  - 2.4.3 INTERFERE WITH OR ALTER ANY INITIALIZATION SYSTEM, ENCRYPTION TECHNIQUES, OR LICENSE AUTHENTICATION TECHNIQUES.
  - 2.4.4 USE THE APP, WITH BACK-END SYSTEMS NOT AUTHORIZED OR DESIGNATED BY OR BEHALF OF UNISYS.
  - 2.4.5 ALTER, DECOMPILE, REVERSE ENGINEER, OR DISASSEMBLE SOFTWARE, EXCEPT AS PERMITTED BY LAW.
  - 2.4.6 USE THE APP 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. YOU AGREE 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 APP.
- 2.5 NO LICENSE IS GRANTED TO YOU TO USE ANY APP TO ASSESS, TEST, OR DEVELOP ANY COMPETING APPS, HARDWARE PRODUCTS OR DEVICE HANDLER SOFTWARE, OPERATING SYSTEM SOFTWARE OR HARDWARE DIAGNOSTIC SOFTWARE THAT WILL BE MARKETED BY YOU OR OTHERS.
  - 2.6 APPS IDENTIFIED AS "BETA" OR "PRE-RELEASE" (**BETA APP(S)**) ARE OF PRE-PRODUCTION QUALITY AND MAY NOT BE STABLE OR TESTED TO THE SAME LEVEL AS COMMERCIALY RELEASED APPS. YOU ASSUME ALL RISK OF USING BETA APPS. WITHOUT LIMITING ANY OF THE FOREGOING, YOU MAY NOT (I) USE BETA APPS IN A PRODUCTION ENVIRONMENT OR WITH ANY SYSTEM WHERE MALFUNCTION CAN REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY OR TO THE ENVIRONMENT; (II) DISCLOSE RESULTS OF ANY TEST OR EVALUATION OF BETA APPS TO ANY THIRD PARTY WITHOUT UNISYS' WRITTEN APPROVAL EXCEPT AS PROVIDED IN THIS AGREEMENT. BETA APPS MAY CHANGE BEFORE COMMERCIAL RELEASE OR MAY NOT BE RELEASED AS AN APP OR BE SUPPORTED.
  - 2.7 IN ITS SOLE DISCRETION, UNISYS MAY REQUIRE YOU TO UPDATE THE APP (WITH UPDATES OR REVISIONS SPECIFIED BY UNISYS). UPON RECEIVING THE UPDATED OR REVISED APP FROM UNISYS, YOU SHALL STOP USING EARLIER COPIES OF THE APP AND REPLACE EARLIER COPIES WITH THE UPDATES OR REVISIONS PROVIDED BY UNISYS. YOUR FAILURE TO TAKE THESE ACTIONS PROMPTLY SHALL RELIEVE UNISYS OF ANY AND ALL LIABILITY FOR YOUR USE OF THE APP. THE REPLACEMENT PROVIDED BY UNISYS SHALL BE AN APP UNDER THIS AGREEMENT.
  - 2.8 UPON NOTICE TO YOU, UNISYS MAY AUDIT YOUR USE OF THE APP TO DETERMINE COMPLIANCE WITH THIS AGREEMENT. DURING AN AUDIT, YOU AGREE TO PROVIDE RELEVANT INFORMATION AND REASONABLE ACCESS TO UNISYS AND ITS AUDITORS, INCLUDING ACCESS TO ANY FACILITIES AND DEVICES WHERE THE APP IS INSTALLED.

### **Section 3 – No Warranties or Support; Disclaimers**

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- 3.1 TO THE FULLEST EXTENT PERMITTED BY LAW: (1) THE APP IS PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED; and (2) UNISYS, THE UNISYS RESELLER, ANY DEVICE MANUFACTURERS AND NETWORK OPERATOR, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. UNISYS DOES NOT REPRESENT OR WARRANT THAT: (3) THE APP WILL OPERATE UN-INTERRUPTED; (4) THE APP IS ERROR FREE; (5) DEFECTS IN THE APP WILL BE CORRECTED; (6) THE APP, ANY CONTENT ACCESSED BY THE APP, OR ANY SITES THAT SUPPORT THE APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR, (7) DATA SUPPLIED BY SITES THAT SUPPORT THE APP ARE ERROR FREE. SIMILARLY, UNISYS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APP WILL MEET YOUR REQUIREMENTS OR THAT THE APP WILL OPERATE IN COMBINATIONS YOU SELECT FOR USE.. UNISYS DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE USE OF THE APP OR ITS COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY, OR OTHERWISE. UNISYS AND ANY PERSON OR ENTITY INVOLVED IN PRODUCING OR DELIVERING THE APP, OR ANY RELATED SERVICES, HAVE NO OBLIGATION TO PROVIDE SUPPORT OR OTHER SERVICES TO YOU FOR THE APP.
- 3.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO SOME OR ALL OF THE EXCLUSIONS, ABOVE, MAY NOT BE APPLICABLE TO YOU. IF AN EXCLUSION IS UNENFORCEABLE, BY ACCESSING THE CONTENT YOU AGREE THAT THE REMAINING EXCLUSIONS SHALL STILL APPLY. ANY REMAINING WARRANTIES EXTEND SOLELY TO YOU.

### **Section 4 – Limitation of Liability and Damages**

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- 4.1 IN NO EVENT SHALL UNISYS OR ANY OTHER PERSON OR ENTITY INVOLVED IN PRODUCING OR DELIVERING THE APP OR ANY RELATED SERVICES BE LIABLE TO YOU OR ANY THIRD PARTY FOR: (1) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER; (2) ANY CLAIMS, DEMANDS, OR LOSSES RELATING TO OR ARISING OUT OF USE OF THIRD PARTY PRODUCTS OR SERVICES NOT SUPPLIED BY UNISYS; OR, (3) FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, LOSS OF PROGRAMS OR DATA. THE EXCLUSIONS, ABOVE, SHALL APPLY: (4) EVEN IF UNISYS OR THE OTHER PERSON OR ENTITY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (5) IN AN ACTION UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER THEORY; (6) IF

RELATED TO OR ARISING FROM ANY SITE OR RESOURCE USED TO DOWNLOAD THE APP; OR (7) IF RELATED TO OR ARISING FROM THE APP, ANY USE OF THE APP, OR FROM ANY SITE OR RESOURCE ACCESSED THROUGH, LINKED TO, REFERENCED BY, OR ACCESSED THROUGH THE APP. UNISYS' ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY FOR ANY DAMAGES, WILL NOT EXCEED THE GREATER OF \$5.00 USD OR THE CHARGES YOU PAID FOR THE SOFTWARE.

- 4.2 SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## Section 5 – Confidential Information

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- 5.1 You shall treat the App as Confidential Information and will use the same measures it uses for its own information of a similar nature, but not less than reasonable measures, to protect the App and any other Confidential Information provided by Unisys from unauthorized use or disclosure and to restrict its use according to this Agreement. Title or the right to possess Confidential Information will remain with Unisys.
- 5.2 All Feedback shall be the exclusive property and Confidential Information of Unisys. By providing Feedback, You irrevocably grant Unisys and its affiliated companies free of any charge the right to make, use, distribute, and otherwise commercialize the Feedback in any way and for any purpose. In addition, Unisys shall have the sole and exclusive right to register copyright of any Feedback in its own name in any and all countries and to obtain renewals thereof and to manufacture, reproduce, publish, distribute, and sell such Feedback. All right, title, and interest in and an improvement of the App, whether or not patentable, conceived or made in the course of, or as a result of performance under this Agreement, shall be the exclusive property of Unisys; and You agree to cooperate with Unisys, at Unisys expense, in the execution and filing of documents relating to United States and foreign patent applications on behalf of Unisys and in the worldwide assignment of the same in favor of Unisys. The rights under this section will survive termination of this Agreement.
- 5.3 You acknowledge that all materials used by Unisys to provide any support including without limitation, diagnostic software and tools, are Confidential Information of Unisys and will be used only by Unisys support personnel. This provision applies even though these materials may be listed in the Unisys price lists, catalogs, invoices, or contracts.

## Section 6 – Dispute Resolution

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- 6.1 Any claim or controversy between You and Unisys related to or arising out of this Agreement, whether in contract or in tort (“**Dispute**”), shall be resolved on a confidential basis according to the following process, by first delivering a written notice to the other describing the dispute and the amount involved (“**Demand**”).
- 6.1.1 Mediation. After receipt of a demand, either You or Unisys may start mandatory non-binding mediation in Philadelphia, Pennsylvania, USA before a single mediator, under the commercial mediation rules of the American Arbitration Association (AAA) or, if Unisys consents to mediation being conducted outside the United States of America, by rules agreed to by You and Unisys. Unless You and Unisys agree to waive mediation, mediation must occur before any further dispute resolution proceedings.
- 6.1.2 Arbitration. If You and Unisys (i) start the mediation procedures in 6.1.1 and do not have an agreed resolution within forty-five (45) days or (ii) agree in writing to waive the requirement for mandatory mediation, either You or Unisys may start binding arbitration in Philadelphia, Pennsylvania, USA before a single arbitrator, under the commercial arbitration rules of the AAA. No statements by, or communications between, You and Unisys during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitration will be before one arbitrator; however, before the selection of the arbitrator, either You or Unisys (whose identity will not be revealed to the arbitrators) may require, at its sole additional expense, a three-arbitrator panel. The arbitrator(s) will have no authority to award punitive damages or any other monetary relief not measured by the prevailing party’s actual direct damages, and their decision must be consistent with this Agreement. Each You and Unisys will pay its own expenses and attorneys’ fees.
- 6.2 Either You or Unisys 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, including an action in replevin. To the extent permitted by law, no action related to this Agreement may be brought more than two (2) years after the cause of action first accrued, except if a Demand is made within seventy-five (75) days before the end of this two (2) year period, either You or Unisys shall have the right to start arbitration under this Agreement, without regard to the timeframes in Section 6.1.2, provided they shall continue to follow the processes for dispute resolution, above.

## Section 7 – Diagnostic Tools

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- 7.1 Unisys may store proprietary and confidential diagnostic tools, software, and documentation, whether in printed or electronic form, (collectively called “**Tools**”) within the App. These Tools may be embedded in the App before delivery. Unisys does not license these Tools to You. Unisys does not give You or anyone else permission to access, monitor, use, copy, distribute, or change these Tools. Unisys acknowledges that during routine system back-ups, You may not easily avoid copying Tools and, to this extent, the copies are permitted provided You protect these Tools as Unisys Confidential Information and You do not remove any proprietary markings. Unisys may remove these Tools at will and You give Unisys permission to do so.

## Section 8 – Other Provisions

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- 8.1 Unisys will excuse any failure that is beyond Your reasonable control and You will excuse any failure that is beyond Unisys reasonable control.
- 8.2 Any Unisys failure or delay in exercising any right or remedy will not be a waiver of any provisions or right.

- 8.3 If any provision of this Agreement is declared invalid, the remaining provisions will continue in effect.
- 8.4 This Agreement and the documents expressly incorporated by reference in this Agreement, are the entire agreement between You and Unisys for the license of the App and supersede all earlier related proposals, agreements, and other communications between You and Unisys about the App.
- 8.5 The App may connect to computer systems over the Internet, which may include connection over a wireless network. Your use of the App operates as Your consent to the transmission of standard device information (including, without limitation, technical information about your device, system and App software, and peripherals) for Internet-based or wireless services.
- 8.6 You may not use any Internet-based service in any way that could harm that service or impair anyone else's use of the service or the wireless network. You may not use the App or any related services to try to gain unauthorized access to any service, data, account, or network by any means.
- 8.7 THE LOCAL LAW OF THE STATE OF NEW YORK, USA, WILL GOVERN THIS AGREEMENT, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.
- 8.8 You may not assign or transfer End User's rights or obligations under this Agreement without the advance written consent of Unisys.
- 8.9 EXPORT CONTROLS. Apps provided under this Agreement may be subject to U.S. and other government import and export control regulations, including but not limited to the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). End User will comply with U.S. and all other applicable government import and export control laws and regulations relating to the import, use, disclosure, export or re-export of the App and any related services.
- 8.10 FEDERAL GOVERNMENT ADDENDUM. THE FOLLOWING TERMS APPLY ONLY WHEN YOU ARE AN INSTRUMENTALITY OF THE US GOVERNMENT:
- 8.10.1 The App and any accompanying documentation are commercial items entirely at private expense. They are delivered and licensed as commercial computer software and commercial computer software documentation within the meaning of the applicable acquisition regulations. This license shall prescribe exclusively the Government's use and disclosure of the App and documentation. Unpublished rights reserved under the copyright laws of the Unisys States. Unisys Corporation, 801 Lakeview Dr., Suite 100, Blue Bell, PA 19422.
- 8.10.2 The following provisions of this Agreement are not applicable: Dispute Resolution, the Local Law provision, Section 8.7, and any other provision inconsistent with statute or regulations.
- 8.10.3 This agreement is a contract with the US Government and becomes effective when accepted by a Contracting Officer. If this is an ID/IQ contract or Schedule Contract, ordering activities placing orders against the Schedule or ID/IQ contract are subject to this agreement as a term of the contract. Once accepted by a Contracting Officer, the most recently accepted version of this Agreement shall supersede all earlier versions of the Agreement.
- 8.10.4 This Agreement shall bind the government, subject to federal law.
- 8.10.5 This Agreement shall not operate to bind a government employee or person acting on behalf of the government in his or her own capacity.
- 8.10.6 Recourse against the United States for any alleged breach of this Agreement shall be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. While a dispute is pending, Unisys shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer subject to review by a board or court of competent jurisdiction.
- 8.10.7 Unisys acknowledges that in certain circumstances equitable relief is not available as the US Court of Federal Claims is only authorized to grant money damages as a remedy. You acknowledge that, under such circumstances, Unisys may be entitled to enhanced damages.
- 8.10.8 Any clause of this agreement granting one party the ability to change unilaterally any terms is of no effect. Such changes shall, however, be deemed accepted if this Agreement is subsequently renewed or a Contracting Officer reviews and accepts the changes to the Agreement.
- 8.11 **Additional Terms if the App is downloaded from the Apple Store, the Apple Business Manager, or any similar facility whether provided by Apple or any other entity.** If the similar facility is provided by an entity other than Apple, the name of the provider of the other facility shall replace "Apple" in the subsections 8.11.1 through 8.11.10, inclusive.
- 8.11.1 You and Unisys acknowledge that this EULA is concluded between You and Unisys only, and not Apple; Unisys is solely responsible for the App and its contents.
- 8.11.2 If You will use the App on any Apple-branded Products You may use the App on any Apple-branded Products that the You own or control and as permitted by the Usage Rules in the App Store Terms of Service.
- 8.11.3 You and Unisys acknowledge that Apple has no obligation to furnish any maintenance and support services for the App.
- 8.11.4 If the App fails to meet any applicable warranty, the You may notify Apple, who will refund to You any purchase price for the licensed App to You; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation for the licensed App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any

warranty will be Unisys' sole responsibility.

- 8.11.5 You and Unisys acknowledge that Unisys, not Apple, are responsible for addressing any claims for the licensed App or the Your possession or use of the licensed App, including, but not limited to: (i) product liability claims; (ii) any claim that the licensed App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- 8.11.6 You and Unisys acknowledge that, for any third party claim that the licensed App or the end-user's possession and use of that licensed App infringes the third party's intellectual property rights, Unisys, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of the intellectual property infringement claim.
- 8.11.7 Each You represents and warrants that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- 8.11.8 You may direct any questions, complaints or claims for the licensed App to Unisys, 801 Lakeview Drive, Ste 100, Blue Bell, PA 19422, +1 800-328-0440, [UnisysProductSupport@unisys.com](mailto:UnisysProductSupport@unisys.com).
- 8.11.9 You must comply with applicable third party terms of agreement when using the licensed App.
- 8.11.10 You and Unisys acknowledge and agree that Apple, and its subsidiaries, are third party beneficiaries of the EULA, and, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary.
- 8.12 READ AND UNDERSTAND. You acknowledge that You have read and understands this Agreement, is authorized to bind the End User, and agrees to be bound by the terms of this Agreement.
- 8.13 License Attribution. The App may include open source or other Non-Unisys Software components subject to the respective owner's/licensor's license terms as detailed in the documentation that accompanies the App or as may be provided below. In the case of software licensed under an open source license agreement, nothing in this EULA shall be read to add additional conditions or restrictions, or affect any rights and/or obligations you may have, pursuant to the applicable open source license.