Client Services Agreement

Kyndryl

Kyndryl UK Limited, 2nd Floor, 100 Liverpool Street, London, United Kingdom, EC2M 2AT

This Client Services Agreement (CSA) and applicable Attachments and Transaction Documents are the complete agreement regarding each transaction under this CSA (together, the Agreement) under which Client may order Services from Kyndryl (Services) and third party products and services (Non-Kyndryl Products).

Transaction Documents (TDs) detail the specifics of transactions, such as statements of work (SOW), service descriptions (SD), ordering documents, schedules, supplements, or invoices. There may be more than one TD applicable to a transaction.

Documents identified as Attachments provide supplemental terms that apply across certain types of Services, such as Attachment for Non-Kyndryl Products.

In the event of conflict, an Attachment prevails over this CSA and a TD prevails over both this CSA and any Attachment and only applies to the specific transaction.

1. Services

a. Services are project or other labor-based Services, such as consulting, installation, customisation and configuration, maintenance, support, management, and cloud or remotely delivered services, as detailed in a TD. Services may enable, manage, or support Client's use of cloud services from Kyndryl or from a third party cloud provider.

1.1 Service Deliverables Ownership and Licensing

a. When Kyndryl provides deliverables as specified in a TD, Client will own the copyright in works of authorship that Kyndryl develops for Client as described in a TD (Project Materials). Project Materials exclude Existing Works. Existing Works are works of authorship delivered to Client, but not created, under the TD, and includes any modifications or enhancements of such works made during the performance of the Services. Some Existing Works may be subject to a separate license agreement (Existing Licensed Works). A software program is an example of an Existing Licensed Work and is subject to its licensing terms.

b. Kyndryl grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. Kyndryl retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

1.2 Services – Cloud and Remote Services

a. A Cloud Service is an "as a Service" Kyndryl offering that Kyndryl makes available via a network, such as software as a service, platform as a service, or infrastructure as a service. Remote Services are Services Kyndryl provides via a network to support or manage Client's on premises and cloud computing environments.

b. Cloud Services are designed to be available 24/7, subject to maintenance. Kyndryl will provide advance notice of scheduled maintenance. Remote Services may have specific service hours based on location or event as described in a TD. Technical support and service level commitments, if any, are specified in a TD.

c. When Kyndryl accepts Client's order, Kyndryl provides Client the authorisations specified in the TD. Kyndryl provides the facilities, personnel, equipment, software, and other resources necessary to provide the Services.

d. Enabling Software is software that is downloaded to Client systems to facilitates the use of a Service and will be identified in a TD. Enabling Software is not part of the Service and Client may use Enabling Software only in connection with use of the Service and in accordance with any licensing terms specified in a TD. The licensing terms will specify applicable warranties, if any. **Otherwise, Enabling Software is provided as-is, without warranties of any kind.**

e. Client will provide hardware, software, and connectivity to access and use Cloud or Remote Services, including any required Client-specific URL addresses and associated certificates, unless Kyndryl agrees to provide hardware, software, or connectivity as part of managed Services described in a TD. Client will comply with and perform, at no charge to Kyndryl, Client responsibilities to support the Kyndryl in its performance of Services and Client acquired Non-Kyndryl Products.

f. Client's authorised users may access Services only to the extent of authorisations Client acquires. Client is responsible for use of such Services by any user who accesses the Services with Client's account credentials other than employees or contractors of Kyndryl.

g. The following acceptable use terms apply for Client's use of the Cloud Services. Cloud Services may not be used for unlawful, harmful, obscene, offensive or fraudulent Content or activity. Examples of prohibited activities are advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, introducing viruses or harmful code, or violating third party rights.

h. Client may not: i) reverse engineer any portion of the Services; ii) assign or resell direct access to the Services to a third party outside Client's Enterprise; or iii) combine Services with Client's value add to create a Client branded solution that Client markets to its end user customers unless otherwise agreed by Kyndryl in writing.

2. Changes and Withdrawal of Standard Services

a. At any time and at Kyndryl discretion, Kyndryl may change generally available standard Cloud or Remote Services, including corresponding published descriptions.

b. The intent of any change will be to: i) make available additional features and functionality; ii) improve and clarify existing commitments; or iii) maintain alignment to current adopted operational and security standards or applicable laws. The intent is not to degrade the security or functionality the Services.

c. Changes will be effective when published or on the specified effective date. Any Changes that do not meet the conditions specified above will only take effect, and Client accepts, upon: i) a new order; ii) the term renewal date for the Services that automatically renew; or iii) notification from Kyndryl of the change effective date for ongoing Services that do not have a specified term.

3. Term and Termination

a. The term begins on the date Kyndryl notifies Client that Client can access the Services unless otherwise specified in the associated TD. The ordering TD will specify whether the Services renew automatically, proceed on a continuous use basis, or terminate at the end of the term. For automatic renewal, unless Client provides written notice to Kyndryl or the Kyndryl Business Partner involved in the Services not to renew at least 30 days prior to the term expiration date, the Services will automatically renew for the specified term. For continuous use, the Services will continue to be available on a month to month basis until Client provides 30 days written termination notice to Kyndryl or the Kyndryl Business Partner involved in the Services. Services will remain available until the end of the calendar month after such 30-day period unless otherwise provide in a TD.

b. Either party may terminate a Service if a material breach concerning the Service is not remedied within a reasonable time. Kyndryl will provide at least 90 days' notice prior to withdrawal of generally available standard Services offerings. Client will pay charges for Services provided through the effective date of termination.

c. If Client terminates without cause or Kyndryl terminates for breach, Client will:

(1) meet all minimum commitments, including completion of any subscriptions or term commitments;

(2) pay termination or adjustment charges specified in a TD; and

(3) pay any additional costs Kyndryl reasonably incurs because of early termination, such as costs relating to subcontracts or resource relocation.

Kyndryl will take reasonable steps to mitigate any such additional costs.

d. Kyndryl may suspend or limit, to the extent necessary, Client's use of a Cloud Service if Kyndryl reasonably determines there is a material breach of Client's obligations, security breach, violation of law, or breach of the acceptable use terms set forth in section 1.2 above. Kyndryl will provide notice prior to a suspension, as commercially reasonable. If the cause of a suspension can reasonably be remedied, Kyndryl will provide notice of the actions Client must take to reinstate the Cloud Services. If Client fails to take such actions within a reasonable time, Kyndryl may terminate the Cloud Services.

e. For a Cloud Service, including a Cloud Service provided as part of a Kyndryl managed service, Client may terminate the affected Cloud Service on 30 days' notice: i) at the written recommendation of a government or regulatory agency following a change in either applicable law or the Cloud Service; ii) if a change to the affected Cloud Service causes Client to be noncompliant with applicable laws; iii) if Kyndryl notifies Client of a change to the affected Cloud Service that has a material adverse effect on Client's use of such Services, provided that Kyndryl will have 90 days to work with Client to minimise such effect including the transition of Client to another service; or iv) upon notice of withdrawal of a Cloud Service. In the event of any such Client termination above or a similar termination of a non- Kyndryl Product as permitted in the third party agreement terms, Kyndryl shall refund a portion of any prepaid amounts for the applicable Service for the period after the date of termination. Client may terminate the Services for material breach of Kyndryl obligations by giving notice and reasonable time to comply. If the Services or non- Kyndryl Products are terminated for any other reason, Client will pay to Kyndryl, on the date of termination, the total amounts due per the Agreement. Upon termination, Kyndryl may assist Client in transitioning Content to an alternative technology for an additional charge and under separately agreed terms.

4. Content and Data Protection

a. Content consists of all data, software, and information that Client or its authorised users provides, authorises access to, or inputs to Services. Providing or authorising access to Content or Client's use of Services will not affect Client's ownership or license rights in such Content. Kyndryl, its affiliates, and contractors of either will access and use the Content solely for the purpose of providing and managing the applicable Services. Kyndryl will treat all Content as confidential by not disclosing Content except to Kyndryl employees and contractors, and only to the extent necessary to deliver the Services.

b. Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, Kyndryl, its affiliates, and contractors of either to use, provide, store and otherwise process Content, or access and use Client's systems and other computing environments, in connection with the Services. Client will make necessary disclosures and obtain consent required by law before Client provides Kyndryl or authorises any access to Kyndryl for Content containing any individuals' information, including personal or other regulated data in such Content. Client is responsible for adequate back-up of Content unless the TD for a Service specifies Kyndryl will provide. Client will not provide or allow access to Content that could be subject to governmental regulation or may require security measures beyond those specified by Kyndryl for the Services, unless specifically permitted in the terms of the relevant TD or unless Kyndryl has otherwise first agreed in writing to implement additional security and other measures.

c. Kyndryl Data Security and Privacy Principles (DSP), at http://ibm.com/terms/kyndryl/dsp, apply for generally available standard Services as identified in a TD. At Kyndryl's discretion, Kyndryl may change the DSP from time to time and the change will be effective when published or on the specified effective date. The intent of any change will be to improve and clarify existing commitments and maintain alignment to current adopted operational and security standards or applicable laws. The intent is not to degrade the security or functionality.

d. In addition to the DSP, any specific security features and functions of a Service will be described in the applicable TD. Client is responsible for selecting, ordering, enabling, or using available data protection features appropriate to support Client's use of Services. Client is responsible for assessing the suitability of the cloud Services for the Content and Client's intended use or the use of Content with Services Kyndryl will provide. Client acknowledges that the use of Services meets Client's requirements and processing instructions required to comply with applicable laws.

e. Kyndryl's Data Processing Addendum at ibm.com/terms/kyndryl/dpa (DPA) and applicable DPA Exhibit(s) apply to personal data contained in Content, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at ibm.com/terms/kyndryl/dpl apply.

f. Upon request by either party, Kyndryl, Client, and affiliates of either will enter into additional agreements as required by law in the prescribed form for the protection of personal or regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

g. For Services with self-managed features, Client can remove Content at any time. Otherwise, if Kyndryl stores any Content on Kyndryl computing resources, Kyndryl will return or remove Content from Kyndryl computing resources upon the expiration or cancellation of the Services, or earlier upon Client's request. Kyndryl may charge for certain activities performed at Client's request (such as delivering Content in a specific format). Kyndryl does not archive Content, however some Content may remain in backup files until expiration of such files as governed by Kyndryl's backup retention practices.

5. Warranties and Disclaimers

a. Kyndryl warrants that it provides Services using commercially reasonable care and skill and as described the applicable TD, including any completion criteria, Project Materials will comply with the applicable TD at the time of delivery. The warranty for a Service ends when the Service ends.

b. **Kyndryl does not warrant uninterrupted or error-free operation of Services or that Kyndryl will correct all defects. While Kyndryl endeavors to provide security measures to keep all data secure, Kyndryl does not warrant Kyndryl can prevent third party disruptions or unauthorised third party access to Services. These warranties are the exclusive warranties from Kyndryl and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Kyndryl warranties will not apply if there has been misuse, modification, damage not caused by Kyndryl, failure to comply with written instructions provided by Kyndryl. Non-Kyndryl Products are sold under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client for Non-Kyndryl Products.**

c. Kyndryl does not operate as a provider of services regulated by the Federal Communications Commission (FCC) or state regulatory authorities (State Regulators) and does not intend to provide any Services which are regulated by the FCC or State Regulators. If the FCC or any State Regulator imposes regulatory requirements or obligations on any of the Services, Kyndryl may change the way in which such Services are provided to Client to avoid the application of such requirements or obligations to Kyndryl (e.g., by acting as Client's agent for acquiring such Services from a third party common carrier).

6. Charges, Taxes, and Payment

a. Client agrees to pay all applicable charges specified for Services or Non-Kyndryl Product, and charges for use in excess of authorisations. Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from Client's acquisitions under the Agreement and will be invoiced in addition to such charges. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by Kyndryl and late payment fees may apply. Prepaid Services must be used within the applicable period. Kyndryl does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

b. Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to Kyndryl; iii) pay Kyndryl only the net proceeds after tax; and iv) fully

cooperate with Kyndryl in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

c. If Client imports, exports, transfers, accesses, or uses a Service or Non-Kyndryl Product across a border, Client agrees to be responsible for and pay authorities any custom, duty, tax, or similar levy assessed by the authorities. This excludes those taxes based on Kyndryl's net income.

d. Kyndryl will invoice: i) recurring charges at the beginning of the selected billing frequency term; ii) overage and usage charges in arrears; and iii) one-time charges upon Kyndryl's acceptance of an order.

e. Kyndryl may change recurring charges, labor rates and minimum commitments on 90 days' notice. For Services, if Kyndryl commits to pricing as specified in a TD, Kyndryl will not change such pricing during the specified term. If there is not a specified commitment, then Kyndryl may change pricing on thirty days' notice. A change applies on the invoice date or the first day of the charging period on or after the effective date Kyndryl specifies in the notice. Kyndryl may change one-time charges without notice. However, a change to a one-time charge does not apply to an order if: i) Kyndryl receives the order before the announcement date of the increase; and ii) within 90 days after Kyndryl's receipt of the order, the Services is made available to Client.

7. Liability and Indemnity

a. Kyndryl's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to 125% of the amounts paid (if recurring charges, up to 12 months' charges apply) for the Services that is the subject of the claim, regardless of the basis of the claim. **Kyndryl will not be liable for special, incidental, exemplary, indirect, or consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.** These limitations apply collectively to Kyndryl, its affiliates, contractors, and suppliers.

b. The following amounts are not subject to the above cap: i) third party payments related to infringement claims described in the paragraph below; and ii) damages that cannot be limited under applicable law.

c. If a third party asserts a claim against Client that Services acquired under the Agreement infringes a patent or copyright, Kyndryl will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by Kyndryl. To obtain Kyndryl's defense against and payment of infringement claims, Client must promptly: i) notify Kyndryl in writing of the claim; ii) supply information requested by Kyndryl; and iii) allow Kyndryl to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts. Kyndryl's defense and payment obligations for infringement claims extend to claims of infringement based on open source code that Kyndryl selects and embeds in a standard Service.

d. Kyndryl has no responsibility for claims based on Non Kyndryl Products, items not provided by Kyndryl, or any violation of law or third party rights caused by Content, or any Client materials, designs, or specifications.

8. Termination

a. Either party may terminate this CSA: i) without cause on at least 30 days' notice to the other after expiration or termination of its obligations under the Agreement; or ii) immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to successors and assignees. Termination of this CSA does not terminate TDs, and provisions of this CSA as they relate to such TDs remain in effect until fulfilled or otherwise terminated in accordance with their terms. Failure to pay is a material breach.

9. Governing Laws and Geographic Scope

a. Both parties agree to the application of the laws of the country where the transaction is performed (or for cloud or remote Services, the laws of the country of Client's business address) to the Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed (or for loud or remote Services, the country of Client's business address) or, if Kyndryl agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted.

b. Each party is also responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including the defense trade control regime of the United States of America and any applicable jurisdiction, that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

c. Kyndryl will not serve as Client's exporter or importer, except as required by data protection laws, for any Content. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

10. General

a. Kyndryl is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations or assume any responsibility for Client's business or operations.

Client is responsible for its use of Services and to determine whether the Services, Content, and Client provided systems, including network, and their combination will meet Client's capacity, performance, or scalability needs. Client is responsible for planning for and requesting changes to the Services, including any additional capacity required to support anticipated peaks in demand that may significantly increase transaction volumes, or otherwise increase system resource utilisation.

b.   Kyndryl is acting as an information technology provider only. Kyndryl's direction, suggested usage, guidance or Client's use of Services does not constitute medical, clinical, legal, accounting, or other licensed professional advice. Client should obtain its own expert advice. Each party is responsible for determining the assignment of its and its affiliates personnel and their respective contractors, and for their direction, control, and compensation.

c.   Client may not use Services if failure or interruption of the Services could lead to death, serious bodily injury, or property or environmental damage.

d.   Parties will not disclose confidential information to employees or contractors of the other party without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with the Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this CSA. This paragraph does not apply to Content provided in the use of a cloud Service.

e.   Client accepts a TD by ordering, enrolling, using, or making a payment for, the Services. When Kyndryl accepts Client's order, Kyndryl will provide, or make available, the Services as described in the TDs. Since this CSA may apply to many future orders, Kyndryl may change this CSA by providing Client at least 90 days' written notice. Changes are not retroactive; they will only apply as of the effective date to: i) new orders; ii) ongoing or continuous services that do not expire; and iii) renewals. For transactions with a defined renewable contract period stated in a TD, Client may request that Kyndryl defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as specifically provided in this CSA or as specified in a TD, all changes to the Agreement must be in writing accepted by both parties.

f.   Kyndryl maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud. Kyndryl and its personnel comply with such policies and require contractors to have similar policies.

g.   Kyndryl, its affiliates, and contractors of either require use of business contact information and certain account usage information. This information is not Content. Business contact information is used to communicate and manage business dealings with the Client. Examples of business contact information include name, business telephone, address, email, user ID and, and tax registration information. Account usage information is required to enable, provide, manage, support, administer, and improve Services. Examples of account usage information include reported errors and digital information gathered using tracking technologies, such as cookies and web beacons, during use of Services. The Kyndryl Privacy Statement at http://www.Kyndryl.com/privacy/ provides additional details with respect to Kyndryl's collection, use, and handling of business contact and account usage information. When Client provides information to Kyndryl and notice to, or consent by, the individuals is required for such processing, Client will notify individuals and obtain consent.

h.   Kyndryl Business Partners who use or make available Services provided by Kyndryl or Non-Kyndryl Products are independent from Kyndryl and unilaterally determine their prices and terms. Kyndryl is not responsible for their actions, omissions, statements, or offerings. If Kyndryl notifies Client their current Kyndryl Business Partner will no longer resell Services provided by Kyndryl, Client may select to acquire auto renewing or continuous use of Services directly from Kyndryl or from another authorised Kyndryl Business Partner.

i.   Kyndryl may offer Non-Kyndryl Products, or a Service may enable access to Non-Kyndryl Product, that may require acceptance of third party terms presented to the Client. Linking to or use of Non-Kyndryl Products constitutes Client's agreement with such terms. Kyndryl is not a party to any third party agreement and is not responsible for Non-Kyndryl Products. Access to Non-Kyndryl Products may be discontinued at any time if the third party discontinues or Kyndryl no longer makes available such Non-Kyndryl-Products. Additional terms may apply for acquisition of Non-Kyndryl Products.

j.   Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. Kyndryl may assign rights to receive payments. Kyndryl will remain responsible to perform its obligations. Assignment by Kyndryl in conjunction with the sale of the portion of Kyndryl's business that includes a Service is not restricted. Kyndryl may share this Agreement and related documents in conjunction with any assignment.

k.   This CSA applies to Kyndryl and Client (accepting this CSA) and their respective Enterprise companies that provide or acquire Services or Non-Kyndryl Products under this CSA. The parties shall each coordinate the activities of their own Enterprise companies under this CSA. Enterprise companies include: i) companies within the same country that Client or Kyndryl control (by owning greater than 50% of the voting shares); and ii) any other entity that controls, is controlled by or is under common control with Client or Kyndryl and has signed a participation agreement.

l.   Neither party grants the other the right to use its or any of its Enterprise companies' trademarks, trade names, or other designations in any promotion, publication, or web site without prior written consent.

m.   All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address. The parties consent to the use of electronic means and

facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions, or representations between the parties.

n. No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

o. Kyndryl may use personnel and resources in locations worldwide, including third party contractors to support the delivery of Kyndryl Services and Non-Kyndryl Products. Client's use of Kyndryl Services or Non-Kyndryl Products may result in the transfer of Content, including personally identifiable information, across country borders. A list of countries where Content may be transferred and processed is described in the TD or as specified in Services support documentation. Kyndryl is responsible for the obligations under the Agreement even if Kyndryl uses a third party contractor and will have appropriate agreements in place to enable Kyndryl to meet its obligations.

Agreed to:	Agreed to:
Client Company Name:	Kyndryl Company:
By _____ Authorised signature	By _____ Authorised signature
Title:	Title:
Name (type or print):	Name (type or print):
Date:	Date:
Client number:	Agreement number:
Enterprise number:	
Client address:	Kyndryl address: