

BABEL STREET ROSETTE LTD SOFTWARE LICENSE
TERMS AND CONDITIONS

BABEL STREET ROSETTE LTD A COMPANY REGISTERED IN THE UNITED KINGDOM, WITH ITS REGISTERED OFFICE AT C/O AZETS BURNHAM YARD, LONDON END, BEACONSFIELD, BUCKS, HP9 2JH AND ITS AFFILIATES (“**BABEL**”), IS WILLING TO LICENSE THE SOFTWARE (DEFINED BELOW) TO A BUYER (“**BUYER**”) IDENTIFIED IN PART A – ORDER FORM (“**ORDER FORM**”) OF A CALL-OFF CONTRACT (“**CALL-OFF CONTRACT**”) ISSUED IN ACCORDANCE WITH THE G-CLOUD 15 FRAMEWORK AGREEMENT SIGNED BETWEEN BABEL AND THE CROWN COMMERCIAL SERVICE (“**FRAMEWORK AGREEMENT**”), AND SIGNED BY BABEL AND THE BUYER, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE CALL-OFF CONTRACT. BY SIGNING THE APPLICABLE CALL-OFF CONTRACT, THE PARTIES AGREE TO THE SOFTWARE LICENSE TERMS AND CONDITIONS SET FORTH HEREIN (“**LICENSE AGREEMENT**”). IF THE APPLICABLE CALL-OFF CONTRACT INCLUDES SUPPORT SERVICES AND/OR PROFESSIONAL SERVICES, THEN BY SIGNING THE APPLICABLE CALL-OF CONTRACT, THE PARTIES AGREE TO THE SUPPORT SERVICES TERMS AND/OR THE PLATINUM PREMIUM SUPPORT PACKAGE - PROFESSIONAL SERVICES TERMS ATTACHED AS EXHIBITS “A” AND “B” RESECTIVELY.

1. DEFINITIONS.

As used in this Agreement, the following terms shall have their assigned definitions:

1.1. “**Affiliate**” shall mean any other present or future entity Controlling, Controlled by, or under common Control with Babel. “Control” for purposes of this definition means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of Babel.

1.2.“**Babel Software**” or “**Software**” shall mean general purpose Babel computer software in binary form and associated documentation and help files included within or provided with the Babel Software (the “Documentation”) listed in the Order Form for which Customer is granted a license pursuant to this Agreement.

1.3. “**Confidential Information**” includes, without limitation, the parties’ Confidential Information, as defined in the Call-Off Contract (and subject to the exclusions provided for in the Call-Off Contract), and, with respect to information disclosed by Babel, the Babel Software and Documentation, and any information in tangible or intangible form including and/or related to released or unreleased Babel software or hardware products, the marketing or promotional plans for any Babel product, the particular structure, configuration, arrangement, and interplay of any third party software utilized by or in the Babel Software, Babel's business information, plans, policies or practices, and information received from others that Babel is obligated to treat as confidential. Confidential Information shall not

include any information, however designated, that: (i) is or subsequently becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party; (ii) became known to the receiving party prior to disclosure of such information by the disclosing party pursuant to the terms of this Agreement; (iii) became known to the receiving party from a source other than the disclosing party without any obligation of confidentiality and without a breach of such source's obligations of confidentiality; or (iv) can be demonstrated through corroborating documentation to have been independently developed by the receiving party.

1.4. **"Support Services"** shall mean support and maintenance services for Software provided by Babel to Customer in accordance with terms and conditions outlined in **Exhibit A** to this License Agreement.

2. **LICENSE GRANT AND RESTRICTIONS.**

2.1. **License Grant.** Babel Software is commercial computer software and Babel hereby grants to Customer and to no other person, group, entity, or agency, a non-exclusive, non-transferable license to install, load and use the Babel Software, strictly and solely for purposes of performing the program, subject to the license scope, and for the specific license term period outlined in the Order Form, provided that Customer shall have the right to transfer the license as expressly permitted in the Call-Off Contract, or as may be required by applicable law. This license does not extend to Customer's other projects, contracts, departments, agencies or instrumentalities within the United Kingdom Government and does not extend to purposes or installations other than those required in this procurement.

2.2. **General Restrictions.** Customer may not (a) sublicense or redistribute the Software or otherwise loan, rent, lease, sell, give, transfer, publish, disclose, display or otherwise make available the Software, in whole or in part, by itself or as incorporated in other software or solutions, to any third party (including, but not limited to any third party branded portals or providers of hosted services), unless otherwise expressly stated in the Call-Off Contract and/or the applicable Order Form); or (b) remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or restrictive legend appearing on the Software or Documentation or any third party modules of Software associated with it. To the extent that Customer allows employees, agents, and other contractors access to or use of the Software, in accordance with the license rights granted herein, Customer must require that all such employees, agents, and contractors comply with the restrictions in this Agreement and Customer shall be liable for breaches caused by such employees, agents, and other contractors. Customer must also require any or all parties receiving Customer's software which contains the Babel Software, in whole or in part, to comply with and adhere to the restrictions provided herein,

including the restrictions preventing reverse engineering, decompiling, and disassembling in Section 7.3.

2.3. Third Party Components. The Software contains third party owned components. Customer shall not use, or permit others to use such third party owned components apart from the Software, unless Customer has an independent right to use any such components. Nothing in this Agreement is intended to alter Customer's rights or obligations with regard to such components. The Software contains open source components. For details and credits, please see <http://rosette.com/credits>.

2.4. Acceptance of Software. All Software provided under this License Agreement shall be deemed to have been accepted by Customer upon the delivery of the Software.

3. TERM AND TERMINATION.

1.1. Term. The License Agreement shall remain in full force and effect for a period beginning on the Commencement Date and ending on the End Date, as indicated in each case on the Order Form (the "Term") unless terminated earlier as provided in Section 3.2 below.

1.2. Termination. This Agreement may be terminated in accordance with the terms and conditions of the applicable Call-Off Contract.

4. RETURN OF SOFTWARE.

Upon expiration of the license term (as provided in the Order Form) or termination of the License Agreement in accordance with Section 3, Customer shall immediately cease using the applicable Software and immediately remove all copies of the Software from any and all Customer hardware and software, and certify to Babel within one (1) week after termination that Customer has destroyed or returned to Babel all copies of the Software.

5. SUPPORT SERVICES AND PROFESSIONAL SERVICES.

Customer may order Support Services in accordance with the terms and conditions outlined in **Exhibit A** of this License Agreement.

Customer may order Professional Services in accordance with the terms and conditions set forth in the Master Services Agreement, attached as **Exhibit B** of this License Agreement.

6. OWNERSHIP.

Babel, or its licensors, has and shall have sole and exclusive ownership of all right, title, and interest in and to the Software, Documentation, Confidential Information of Babel and all portions and copies thereof. Customer acknowledges that, as between Customer and Babel, Babel retains all rights in Babel's libraries, headers, and other data, as well as Babel's software arrangement

and overlays, and that no rights are conferred in these as a result of this Agreement. Customer acknowledges that Babel may be irreparably harmed and shall be entitled to equitable relief, including preliminary and permanent injunctive relief, in addition to other legal remedies, in the event that Customer breaches the confidentiality provisions or license restrictions in this License Agreement.

7. OBLIGATIONS CONCERNING CONFIDENTIAL INFORMATION

1.3. Duration. Customer shall refrain from disclosing any Confidential Information of Babel to third parties during the Term and for five (5) years following expiration or termination of this Agreement, except as expressly permitted in this License Agreement or in the Call-Off Contract.

1.4. Security. Customer shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of Babel.

1.5. Distribution/Reverse Engineering. Customer shall refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of Babel except as expressly permitted hereunder and/or under the Call-Off Contract. Customer is strictly prohibited from reverse engineering, decompiling, disassembling, modifying, or adapting the Software (except as otherwise permitted by applicable law to facilitate interoperability and only to the extent permitted) or creating derivative works based on the Software, except (in the case of derivative works) as expressly permitted hereunder or in the Call-Off Contract.

1.6. Notification of Disclosure. Customer shall notify Babel immediately upon discovery of any unauthorized use or disclosure of Confidential Information of Babel or any other breach of this License Agreement by Customer and its employees, consultants, or others, and will cooperate with Babel in every reasonable way to help Babel regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

1.7. Return or Destruction. Upon termination or expiration of this License Agreement, Customer shall return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to Customer as Confidential Information, or at Babel's option, certify destruction of the same.

8. WARRANTY; DISCLAIMER.

Except as provided in Section 6 of the Call-Off Contract, Babel makes no warranties of any kind with respect to the Software and/or any license or services provided hereunder, whether express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, or that: (i) the Software will meet Customer's requirements or operate in conjunction with other system software which Customer may select for use; (ii) the operation of the Software will be uninterrupted or error free; or (iii) all Software errors will be corrected.

.Babel and Customer hereby agree that any statutory warranty provisions shall not be applicable to this Agreement, but that only the above warranty shall be applicable.

9. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND THE CALL-OFF CONTRACT, IN NO EVENT SHALL BABEL BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF OPERATIONS, MISSION INTERRUPTION, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA) ARISING OUT OF THE USE OR INABILITY TO USE THE BABEL SOFTWARE, THIS AGREEMENT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF BABEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, BABEL'S TOTAL LIABILITY SHALL NOT EXCEED THE LIABILITY LIMITS SET FORTH IN THE CALL-OFF CONTRACT .

10. FEES AND PAYMENT.

11. Customer shall pay Babel the fees for Software licenses and Support Services as specified in the applicable Order Form, in the space marked "Call-Off Contract Value" (the "Fees") in accordance with the payment terms set forth in the Call-Off Contract. Grant of rights and licenses herein is effective upon full payment of the applicable Fees and, except as explicitly required under the applicable Call Off Contract, Fees are not refundable. To avoid doubt, if the Call-Off Contract requires a refund in the case of early termination, for affected services, such refund will be prorated for the remaining License Term.

12. REMEDIES FOR BREACH OF CONFIDENTIAL INFORMATION.

Customer acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Babel's Confidential Information and that Babel shall be entitled, without waiving any other rights or remedies, to such equitable relief as may be deemed proper by a court of competent jurisdiction.

13. MISCELLANEOUS.

1.8. Intellectual Property Rights. All Confidential Information disclosed by Babel is and shall remain the property of Babel or its licensors. By disclosing Confidential Information to Customer, Babel does not grant any express or implied right to Customer to or under any patents, copyrights, trademarks, or trade secret information unless expressly provided herein. Babel reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein. These rights and obligations shall survive termination of this Agreement.

1.9. Independent Development. The terms of confidentiality under this Agreement shall not be construed to limit either Babel or Customer's right to independently

develop or acquire products without use of the other party's Confidential Information.

1.10. **Entire Agreement.** Together with the Call-Off Contract, this License Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Babel, Customer, their agents, or employees, but only by an instrument in writing signed by authorized employees of Babel and Customer. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

1.11. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or otherwise prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

1.12. **Survival of Terms.** The restrictions and obligations set forth in Sections 4, 6 7, 8, 9, 11 and 12 of this Agreement shall survive termination or expiration of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CUSTOMER:

Customer

Address

Address

By:

Name:

Title:

Date:

BABEL:

Babel Street Rosette Ltd

By:

Name:

Title:

Date:

EXHIBIT A

SUPPORT SERVICES TERMS AND CONDITIONS

THESE SUPPORT SERVICES TERMS AND CONDITIONS ARE REFERENCED IN AND INCORPORATED INTO THE LICENSE AGREEMENT BETWEEN BABEL AND CUSTOMER. CAPITALIZED TERMS HAVE THE SAME MEANING AS THEY DO IN THE LICENSE AGREEMENT UNLESS DEFINED HEREIN.

During the Term , Babel agrees to provide the following Support Services to Customer:

1. Definitions:

“**Enhancement**” means a technical or functional addition to the Software delivered with a new Software minor version release to improve functionality and/or operations.

“**Error**” means a Software malfunction where the Software is not operating as described in the Documentation.

“**Fix**” means the repair or replacement of source, object or executable code Software versions to remedy an Error.

“**Hot Fix**” means a bug fix which is accomplished by replacing one or more existing files (typically executable files) in the Software with revised versions rather than replacing all of the Software.

“**Major Version Release**” means a Software release in which the version number component to the left of the decimal point has been increased by one. A Major Version Release reflects a significant architectural change to the Software, as well as possible incompatible changes to the API.

“**Minor Version Release**” means a Software release in which the version number component to the right of the decimal point has been increased by one. A Minor Version Release reflects the introduction of Fixes and Enhancements which do not significantly change the architecture of the Software and which maintain API compatibility.

“**Platform**” means a single compiled object or runtime package for use on a specific set of hardware, operating system and compiler version runtime environment.

“**Update**” means all published revisions to the Documentation and one (1) copy of the new Software minor version release not designated by Babel as new products or functionality for which it charges separately.

“**Workaround**” means a change in the procedures followed or data supplied to avoid an Error without significantly impairing Babel's Software performance.

2. Coverage:

Software support:

Babel provides Customer with Support Services for the Software via online or telephone support. Only designated Customer employees may contact Babel for the provision of Support Services, and promptly after the Effective Date, Customer shall designate one or more employees, by name, title and location, to Babel in writing (such designated employees, “**Customer Support Representatives**”). If any Customer Support Representative changes, Customer shall promptly notify Babel and at Customer’s option, designate a replacement. Customer and Babel acknowledge that Babel shall not be liable for delays caused by Customer’s failure or delay in complying with the provisions of this paragraph.

Babel will support only the Platforms identified in the Agreement. Babel will support the currently generally available Major Version Release of the Software and the immediately preceding Major Version Release.

Customer only receives the Support Services explicitly described in this Exhibit A; the provision of any other support services (for example, debugging of Customer's software/applications, direct access/logging into Customer's software/applications) shall only be provided with mutual written agreement on terms.

All communications regarding Support Services shall be in English, unless otherwise expressly agreed upon by the parties.

Software maintenance:

Babel will periodically issue and make available to Customer the following technical and functional improvements to Software on a "when-and-if-available" basis: (1) Fixes to Errors; (2) Updates; (3) Enhancements; and (4) Minor Version Releases. Babel may, at its sole discretion, make available Major Version Releases to Customer.

3. Customer Obligations:

Provision by Babel of Support Services shall be contingent on Customer abiding by the following obligations:

a. Customer shall use commercially reasonable efforts to assist Babel in producing a test case in a Babel environment, or Customer shall provide documentation that clearly describes the errors; and

b. Customer shall use commercially reasonable efforts to respond to and communicate with the Babel support services team.

If Babel is unable to reproduce a test case (using commercially reasonable efforts), then Customer shall use commercially reasonable efforts to collaborate with Babel on a diagnosis, which may include Babel sending and Customer using experimental versions of the Software to assist in trouble-shooting and diagnosing the Error.

Any request for support regarding a Critical Level or Urgent Level Error (as such levels are defined below) to Babel shall include either (1) an e-mail with the subject line that includes language substantively similar to the following: "[CUSTOMER NAME] –Critical Error" [or] "Urgent Error" [as applicable]" or (2) a phone call to Babel (or other method of notification agreed to by the parties) where Customer has verbally conveyed that matter is either critical or urgent.

4. Exclusions:

Babel shall have no obligation to support:

a. Substantially altered, damaged or modified Software;

b. Errors caused by Customer negligence, hardware malfunction or other causes beyond Babel's control;

c. Software installed on a Platform not specified in the Order Form; and

d. Third party software not licensed through Babel.

5. Software Support Communication and Delivery:

Babel provides online support via electronic mail, FTP servers and WWW services ("Online Support"). These three methods of online support are used to provide Customer with information relevant to Customer's use of the Software.

Software, Updates, Enhancements and Fixes may be delivered to Customer through Online Support, or by ordinary or priority mail from Babel on Customer's written request. Babel information delivered via Online Support is confidential and proprietary and shall only be used in connection with Customer's use of the Software and informational communications with other Online Support participants. Customer shall not use Online Support for advertising or public relations purposes and shall only submit information to Online Support that Customer owns or has permission to use in such manner.

Customer shall use a reliable virus detection system on any Software or information posted to Online Support, utilize back-up procedures, monitor access to Online Support, promptly notify Babel of any virus detected within Customer's systems associated with Online Support and generally exercise a reasonable degree of caution when utilizing information from Online Support. Babel does not warrant that Online Support services will operate without interruption or without errors. Babel reserves the right to modify Online Support services in connection with Babel's provision of Online Support services. Babel assumes no responsibility for anything posted by anyone other than Babel, including but not limited to, information about the Software, modification code, or portions thereof. Babel may, at its option, provide support over the telephone as required. Except for designated holidays, support hours shall be Monday through Friday, 10:00 am to 5:00 UK time, but are subject to change at any time.

6. Priority Level of Error:

Babel shall address Errors in accordance with the following protocols:

Critical Level: Software is inoperative or displays errors that have a critical business impact and loss of business or service, and no Workaround is available.

Babel promptly (1) designates Babel specialist(s) to correct Error; (2) provides expanded communication on correction status; and (3) escalates troubleshooting a Workaround, Hot Fix or Fix;

Urgent Level: Software, or Software with Workaround, displays errors that have significant business impact but does not cause loss of business or service.

Babel promptly (1) designates Babel specialist(s) to correct Error; (2) provides ongoing communication on correction status; and (3) initiates troubleshooting a Workaround, Hot Fix or Fix;

Standard Level: Software displays errors that have minimal business impact or minor loss of service.

Babel (1) assigns Babel specialist(s) to commence correction of Error; and (2) exercises all commercially reasonable efforts to include the Fix for Error in the next Update;

Base Level: Software displays errors that have minor business impact or Customer suggests a product improvement or enhancement.

Babel (1) assigns Error to case management and tracking; and (2) may include the Fix for Error in the next Update.

7. Problem Resolution:

Problem resolution will consist of either a temporary Workaround or permanent solution. Problem resolutions for Urgent and Critical Errors achieved using temporary Workarounds will usually be resolved with permanent solutions in the next scheduled release of the Software, unless otherwise agreed upon by Customer.

8. Support Services Response Timeline

Babel shall use commercially reasonable best efforts to attempt to resolve any Errors within the response times set

forth below.

PROBLEM CATEGORY	Category: Critical	Category: Urgent	Category: Standard or Base
Severity	Software is inoperative or displays errors that have a critical business impact and loss of business or service, and no Workaround is available	Software, or Software with Workaround, displays errors that have significant business impact but does not cause loss of business or service.	Software displays errors that have minimal business impact or minor loss of service.
Response Objectives	4 hours during a Business Day respond by phone or email	1 Business Day respond by phone or email	3 Business Days respond by phone or email
Status Reporting Objectives	Daily	Daily	When scheduled for inclusion in software release
Resolution Objective	2 Business Days	5 Business Days	Next product release
Resolution Deliverable	Hot Fix or Workaround to be delivered to Customer	Hot Fix or Workaround to be delivered to Customer	Release date for Update release in which the error is solved
Permanent Resolution Objective	Next product release	Next product release	Next product release

NOTE 1: Business Days are all calendar days except Saturdays, Sundays and UK Government holidays.

Exhibit B

Premium Service Level Agreement

1. **APPLICABILITY.** These Premium Service Level terms apply to the services currently branded as the Babel Street Premium Support Package purchased by Customer pursuant to an Order Form entered into with Babel Street or an Authorized Partner thereof, and governed by the Babel Street Software License Agreement entered into with Babel Street.
2. **DEFINITIONS**
 - 2.1. **“Business Hour”** means each hour during a Business Day.
 - 2.2. **“Business Day”** means 8:00 a.m. through 6:00 p.m. Eastern Standard Time (EST), on a Monday through a Friday, excluding local public holidays.
 - 2.3. **“Product”** means Product as defined in the Agreement and any Babel Street Premium Support Package included in an applicable Order Form.
 - 2.4. **“PS”** refers to Babel Street’s Professional Service Team.
3. **SERVICE LEVELS**
 - 3.1. During the License Term and/or Support Term set forth in the applicable Order Form, Babel Street shall provide Customer with the Premium Service Levels set forth below, which correspond to the package purchased in the Order Form (i.e., Silver, Gold or Platinum). Babel Street shall devote not more than the total “Approximated Service Hours Effort” set forth for each Premium Service Level below, on a cumulative basis, for all of the services listed in the Support Category Column.

Support Category	Silver	Gold	Platinum
Onboarding	Onboarding	Onboarding	Onboarding
Training Workshops	Remote workshops	Remote workshops	In person or remote workshops
Implementation and Deployment Consulting	Not available	Advise, review, and recommend implementation and upgrade procedures	Advise, review, and recommend implementation and upgrade procedures
Data Analysis	Not available	Review Data and identify patterns	Review Data and identify patterns
Accuracy Benchmark	Not available	Baseline accuracy with out of the box settings	Baseline accuracy with out of the box settings
Customization	Not available	Configuration and tuning of the system	Configuration and tuning of the system
Accuracy Health Checks and Support	Not available	Not available	Continuous accuracy tuning
Support Hours	8am – 5pm (EST)	8am – 5pm (EST)	8am – 5pm (EST)

Onsite Support	Not available	Not available	Onsite training/consultation – 2 business days, once per year*
Approximated Service Hours Effort**	Up to twenty (20) hours	Up to eighty (80) hours	Up to one hundred and sixty (160) hours

* Onsite training/consultation shall not exceed eight (8) hours per day and shall be held during normal business hours at the Customer's location. Unless specifically waived in writing by Babel Street, such training must be requested no less than thirty (30) days in advance and is subject to the availability of qualified Babel Street staff to travel to the Customer's location.

**As Babel Street does not maintain a formal time-tracking system, Babel Street will use reasonable commercial efforts to monitor the number of Services hours provided

4. **CONDITIONS FOR PROVIDING SUPPORT.** Babel Street's obligation to provide support is conditioned upon the following: (a) Customer makes reasonable efforts to incorporate the provided solution after consulting with Babel Street; (b) Customer provides Babel Street with sufficient information and resources to respond to the request either at Babel Street's customer support center or via remote access to Customer's site, as well as access to the personnel, hardware, and any additional software involved in bringing the request; and (c) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Product.
5. **PRODUCT EXCLUSIONS.** The following are excluded from Babel Street Premium Support Package obligations: (i) Services related to hardware or software other than the Software licensed pursuant to the Order Form; (ii) altered, damaged or modified Products, unless altered or modified by Babel Street; (iii) defects in the Products due to Customer negligence, accident, hardware malfunction, abuse or improper use or other causes beyond Babel Street's control; (iv) any version of the Products for which Maintenance and Support services have been discontinued by Babel Street; (v) any issues caused by third party software not licensed through Babel Street; and (vi) evaluation/trial Products or other. To avoid doubt, nothing herein shall be construed as permitting Customer to use the Software in any way not expressly permitted in the Agreement.
6. **TRAINING WORKSHOPS.** The material to be covered in training workshops, and any prerequisites to be provided or performed by Customer, shall be agreed in advance by the parties. In case of an on-site workshop, Customer shall pay and/or reimburse Babel Street for all travel and accommodation expenses incurred by Babel Street, subject to Babel Street's delivery of appropriate receipts.
7. **CUSTOMER DATA.** If and to the extent that Customer provides access to any data for purposes of Babel Street's performance of any of the Service Levels, Customer represents that it has the right to provide the data for the purposes of the Service Levels and shall be fully responsible and liable vis-à-vis Babel Street for Babel Street's use of the data. If any data provided for any Service Level includes special types of data that require special protection (such as personal data), the parties shall agree on any special arrangements and/or terms required by Babel Street for purposes of Babel Street's access to and use of the data. To avoid doubt, Babel Street shall not acquire any rights in Customer's data and shall use the data only for the Service Levels. All intellectual property rights in any materials and/or work product provided by Babel Street in connection with any Service Levels shall belong solely to Babel Street.
8. **IMPLEMENTATION AND DEPLOYMENT CONSULTING.** To avoid doubt, implementation and deployment consulting does not include the delivery of configuration code or other similar work products. Notwithstanding the foregoing, and to avoid doubt, unless otherwise specifically agreed in an applicable Order Form, all intellectual property rights in any materials or work product provided in the course of such consulting shall be the exclusive property of Babel Street.

9. **WARRANTY DISCLAIMER.** NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER BABEL STREET NOR ANY OF ITS SUBCONTRACTORS, AGENTS OR AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND CONCERNING THE SERVICES PROVIDED HEREUNDER AND ANY DELIVERABLE OR BABEL STREET IP, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. THERE ARE NO REPRESENTATIONS OR WARRANTIES REGARDING TITLE, RESULTS, AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF ANY INFORMATION (INCLUDING DATA AND COMPUTER PROGRAMS), OR AGAINST INFRINGEMENT. BABEL STREET MAKES NO GUARANTEES WITH RESPECT TO THE RESULTS OBTAINED FROM THE OPERATION OR USE OF THE SERVICES LEVELS, ANY DELIVERABLES OR BABEL STREET IP BY CUSTOMER.