



SOFTWARE LICENSE AGREEMENT

General Terms and Conditions

This Software License Agreement (“**Software Agreement**”) is effective as of 2024 (the “**Effective Date**”), between EdgeVerve Systems Limited, a company incorporated in India, having its head office at Electronic City, Hosur Road, Bengaluru – 560 100 (hereinafter referred to as “**Licensor**”), and (hereinafter referred to as “**Customer**”). In this Agreement, either Licensor or Customer may be referred to as a “**Party**” or together as the “**Parties**”.

WHEREAS:

The Licensor has developed and is the owner of certain proprietary Software. The Licensor is agreeable to grant a license to the Capability in the Software for Customer’s internal business purposes. The Parties hereto agree that the license and related support services shall be on the terms and conditions detailed herein below.

1 Definitions

- 1.1 Capitalized terms are defined in [Attachment I](#).

2 Rights on the Software

- 2.1 Subject to the terms of this Agreement, Licensor grants Customer a non-exclusive, non-cancellable, revocable, limited and non-transferable license to use the Capability in the Software as per the License Schedule and related documentation for the Term in accordance with this Agreement and the applicable Schedule for its internal business purposes in the Territory defined under the Schedule. Customer and its authorized third parties may only use the Software within the Customer’s enterprise, and not to provide hosting services to others, use for the benefit of a third party on a leased, rental or service bureau basis or sublicense, assign or otherwise transfer the rights granted in this Agreement.
- 2.2 If third parties are permitted to use the Software, Customer will be responsible and liable for such third parties’ acts or omissions.
- 2.3 OSS and Third-Party Software are licensed to Customer under their own respective license terms.
- 2.4 RELEASES – As a part of the Support Services, the Licensor will provide the Customer with all Maintenance Releases and Minor Releases generally made available to its customers. The Licensor warrants that no Release will adversely affect the Licensed Capability of the Software. The Customer shall install all Releases as soon as reasonably practicable after receipt of such Release. Licensor shall not be responsible for any loss, claim, liability or damage arising due to failure of the Customer in installing a Release as made available by the Licensor.





2.5 **AI Terms and Conditions.** Licensor makes available certain functionalities that allow Customer to utilize artificial intelligence, machine learning, or similar technologies through the Software in connection with the (the “AI Features”). Customer may provide inputs, including but not limited to data or set of data, information, text, computer code, images, audio and video data, instructions, prompts etc. for use with the AI Features (“Customer Input”) and receive output generated and returned by the AI Features based on the Customer Input (“AI Output”). Customer shall be liable for any the legality, reliability, integrity, completeness, accuracy and quality of such Customer Input and any AI Output generated using such Customer Input and/or the usage of such AI Output. The Customer hereby grants to Licensor and subject to the terms and conditions of the Agreement a non-exclusive, non-transferable, sub-licensable license to access and use the Customer Input for the purpose of or relating to provision of Services. To the maximum extent permitted by law, Licensor acknowledges that Customer will own all intellectual property rights in Customer Input and AI Output. Licensor disclaims any liabilities arising out of or relating to usage of any third-party artificial intelligence model including any fine tuning done on such third-party model or use of Customer Input. Terms and conditions for using any specific use case of AI Feature shall be mutually agreed by the Parties and shall be documented in the license Schedule. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, LICENSOR DISCLAIMS ANY IMPLIED, STATUTORY & CUSTOMERY WARRANTY OR THAT THE AI OUTPUT OR ITS USAGE WILL BE ACCURATE, COMPLETE, ERROR-FREE, & NON-INFRINGEMENT.

2.6 **Rights granted by Customer.** Customer grants Licensor a non-exclusive, non-transferable, royalty free and fully paid up right to use Customer provided materials, data, or information necessary to enable Licensor’s performance of its obligations under the Agreement.

2.7 **Hosting Terms**

The following terms shall be applicable only if the Software is hosted on Licensor’s environment, which shall be agreed in the applicable License Schedule:

2.7.1. **Terms of Use.** Customer’s use of the Software may be governed by an acceptable use policy which will be captured in a URL detailed in the applicable Schedule. Licensor is entitled to modify the policy from time to time, therefore Customer is encouraged to monitor the applicable URL.

2.7.2. **License Fees.** In the event Customer wishes to transfer the licenses and the Software instance hosted at Licensor’s environment to any other environment owned or leased by the Customer, the following shall be applicable:

- a) All costs towards such a transfer, including but not limited to Software, infrastructure, installation and migration services, shall be borne by the Customer. Upon the receipt of a written request of the transfer of the instance by the Customer, the Licensor will notify the Customer in writing of the estimate of the costs towards the services or expenses which will be provided by the Licensor. In the





event of such transfer, Customer shall not be liable pay additional license fees, for transfer to either On-Premise model or on to a third party cloud provided the terms and conditions for the transferring licenses, including the duration and volumes remain unchanged and are as agreed in this Agreement;

- b) The Licensor, upon request from the Customer, will transfer the instances of the Software hosted at Licensor's environment to any other environment owned or leased by the Customer. The cost of such transfer shall not exceed [X] % of the Fees (as described in the respective Schedule). Any other additional services requested by the Customer shall be mutually agreed including with respect to any commercial implications. For the sake of clarity, the hosting charges will cease when the customer transfers the license to their own or 3rd party environment.

3 Optional Licenses

- 3.1 The Customer, on an optional basis, shall be granted a limited license to the Capabilities on a no-fee basis for the limited purpose of trial and testing as detailed in the License Schedule ("**Optional License**"). Any use of the Optional License shall be subject to the terms of this Agreement as well as the following specific terms and conditions:
- 3.2 The Optional License shall be used only for developmental instance/environment. Customer shall not install, move or use the Optional License in any other instance or environment, including but not limited to a production instance/environment.
- 3.3 The Optional License shall not be used for any commercial purpose and shall only be used for internal trial and testing purposes.
- 3.4 No warranties specified in this Agreement shall be applicable to the Optional License.
- 3.5 The Support Services for Optional License shall be provided by the Licensor on a Best-Efforts Basis. The Parties expressly agree that the Support Services provided for Optional License shall NOT be subject to any service levels. For the purpose of this Agreement, "Best-Effort Basis" shall mean the undertaking of the required task or event with diligence and in good faith but with no guarantee to achieve the required result including suffering or incurring any liability whatsoever in relation to the result or otherwise of such efforts.
- 3.6 In the event that the Customer wants to use any of the Capabilities of the Software made available under the Optional License in a production instance, the Customer may do so by executing a separate license schedule subject to mutually agreed terms.
- 3.7 Notwithstanding any other provisions of this Agreement, the Licensor shall not be liable for any claims pertaining to the use of Optional Licenses by the Licensee.

4. Services





- 4.1 Licensor will provide those Support Services (if any) as detailed in the applicable Schedule signed by the Parties. Both Parties agree that owing to technical and operational feasibility reasons, the Licensor shall be unable to provide Support Services to the Customer holding valid rights to use and having implemented the Major version of the Software which is no more than three (3) versions behind the current generally available version. Support Services shall be applicable from date of expiry of the Warranty period specified in Clause 7.1 hereunder, and renewed for successive periods of 1 year upon payment of the mutually agreed-upon Support Service Fees, unless a Party provides the other Party with written notice to the contrary at least 30 days before the end of the applicable Term, to terminate the Support Services. For the avoidance of doubt, Support Service Fees shall be subject to Cost of Living Adjustment (COLA) during each annual renewal based on the CPI Rate of, subject to a minimum increase of 5%.
- 4.2 Other services including implementation and deployment of the current version of the Software or any new versions or Major or Minor Releases shall be contracted under separate statement of work(s) under a mutually agreed master services agreement by the Parties.
- 5. Payment and Taxes**
- 5.1 Customer will pay fees as stated in the applicable Schedule within thirty (30) days of the invoice date. All payments are final, and Licensor will not give credits or refunds (irrespective of termination or expiry of this Agreement) for fees that are due or paid. Interest at one (1) % per month will apply on all late payments from the date the payment is due.
- 5.2 Customer shall bear all transaction taxes on the services (or goods) provided hereunder (including, but not limited to, value added, goods and services tax and similar taxes). Customer confirms to separately state in the relevant Work Order/SOW, the invoicing location and beneficiary location for any services provided thereunder.
- 5.3 In the event Customer withholds applicable income taxes on the amounts payable to Licensor, Customer shall remit such withholding taxes to the tax authorities and provide a certificate of withholding to the Licensor as required under applicable law.
- 6. Confidential Information and Data Privacy**
- 6.1 Confidential Information shall mean any information shared by either Party ("**Disclosing Party**") which is marked as confidential or reasonably understood to be confidential ("**Confidential Information**") and shall be kept in strict confidence by the Party receiving such information ("**Receiving Party**"). The Receiving Party shall disclose such information to those persons in furtherance of the performance of this Agreement and where such persons are bound by confidentiality agreements as stringent as the conditions mentioned herein. Information which is (a) publicly available (without breach of this Agreement); (b) known by the Receiving Party without any confidentiality obligation; (c) rightfully received from a third party who did not acquire such information by a wrongful or tortuous act; (d) authorized by





the Disclosing Party for release; (e) freely shared by Disclosing Party without restrictions; or (f) independently developed by Receiving Party, without reliance on the Confidential Information, shall not be subject to the confidentiality provisions mentioned herein. The Receiving Party shall be bound by confidentiality obligations for the Term of this Agreement and any Schedule and for a period of three (3) years thereafter. In case of breach, the affected Party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law or contract.

- 6.2 Licensor will not be liable for any data loss or damage arising from transmission of such data over a public or third-party cloud or network.
- 6.3 If Customer provides any PII to the Licensor, Customer will ensure it has secured necessary consents from the data subjects and specify in writing, how Licensor should process such PII. In the event any PII needs to be transferred outside the European Union, Customer and Licensor, as data controller and processor respectively, will enter into applicable cross border data transfer agreements.

7 Ownership and Restrictions

- 7.1 Licensor, and/or its Affiliates owns all right, title and interest in the Intellectual Property Rights to the Software and related documentation or anything developed by Licensor, including modifications and enhancements under this Software Agreement. The license grant is subject to the Customer not creating derivative works, reverse assembling, reverse compiling, translating or reverse engineering the Software or the Capabilities or otherwise doing anything which is not authorized under the Agreement. Customer agrees to reproduce copyright notices included in the Software, the Capabilities, and the documentation.

8 Warranties and Disclaimers

- 8.1 Licensor warrants that the Software and the Licensed Capability will function for a period of thirty (30) days from the date of the applicable Schedule, in such manner as specified in the user documentation provided by the Licensor. If the Licensed Capability does not function as warranted, Customer will notify the Licensor within the thirty (30) day period mentioned above in which case Licensor's sole obligation will be to fix or replace the Licensed Capability. If Licensor is unable to fix or replace, Customer will receive a prorated refund of the fees paid by Customer for the applicable Licensed Capability.
- 8.2 Any component, program or functionality forming part of the Software which is specifically identified in the relevant Schedule as:
 - (a) **Open Source Software (OSS):** OSS shall not form a part of the warranty granted vide Clause 8.1 above. Notwithstanding the same, the Licensor undertakes to fix or repair at its own cost and effort any defect or bug directly attributable to an OSS component in the Software.





(b) **Third Party Software (TPS):** The Licensor undertakes to make available to the Customer all warranties available to the Licensor pursuant to its arrangement with the relevant TPS provider. In the event of no such back-to-back arrangement in place, the Licensor undertakes to fix or repair at its own cost and effort any defect or bug directly attributable to a TPS component in the Software.

- 8.3 THE PARTIES AGREE THAT THE FUNCTIONING OF THE SOFTWARE SHALL GENERALLY BE IN ACCORDANCE WITH THE SPECIFICATIONS MADE IN THE DOCUMENTATION. NOTWITHSTANDING THE SAME, THE SOFTWARE AND CAPABILITY IS NOT UNDERSTOOD BY EITHER PARTY TO BE ERROR-FREE OR UNINTERRUPTED IN ITS OPERATION. THE LICENSOR WARRANTS AGAINST THE PRESENCE OF ANY VIRUS, TROJAN HORSE, WORM, LOGIC BOMB, RANSOMWARE OR OTHER SIMILAR COMPONENT OR FUNCTIONALITY DESIGNED TO PERMIT UNAUTHORIZED ACCESS, TO DISABLE, ERASE OR OTHERWISE HARM THE SOFTWARE AND RELATED COMPONENTS, OR TO PERFORM ANY SUCH ACTIONS. TO THE EXTENT PERMITTED BY LAW, THE WARRANTIES ABOVE ARE EXCLUSIVE AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF TITLE, FITNESS FOR PURPOSE AND MERCHANTABILITY.

9 Indemnity and Remedies

- 9.1 If a third party raises a claim that any program, software, Capability or material provided by a Party infringes the Intellectual Property Rights of such third party ("**Claim**"), then the Party providing the infringing program, software, capability or material that is the subject of the Claim will defend the other Party from the Claim. Further, the indemnifying Party will pay all damages, arising from the Claim which a court of competent jurisdiction finally awards or is otherwise agreed in a settlement. The indemnifying Party will have full control over the defense and settlement of the Claim.
- 9.2 Additionally, the indemnifying Party will secure for the indemnified Party a continuing right to use the infringing program, software, Capability or material. If the indemnifying Party is unable to secure this right, the indemnified Party may terminate the applicable Schedule and obtain a pro-rated refund of the fees paid for the infringing program, software, Capability or material.
- 9.3 However, the indemnity will not apply to any Claim that arises from the (a) acts or omissions of the indemnified Party and its employees or agents; (b) combination, operation or use of the Software and/or the Capabilities with any other software, hardware, technology, or other materials that is not recommended or specifically provided by Licensor, if the infringement would not have arisen but for such combination, operation or use, where Licensor is the indemnifying Party; (c) OSS or Third Party Software. However, in the event the Claim arises from modifications made to the OSS by Licensor ("**Licensor Modifications**"),





the indemnity in Section 9.1 will apply to such Licensor Modifications and be subject to the liability cap in Section 10.1.

- 9.4 This Section states Customer's sole and exclusive remedy and Licensor's entire liability with respect to alleged infringement of intellectual property or proprietary rights arising out of or in connection with this Agreement.

10 Liability – Limitation and Exclusions

This Section allocates the risk between the Parties and is specifically agreed by the Parties as being adequate. In pursuance of this risk allocation, the Parties agree that –

- 10.1 Notwithstanding anything to the contrary, a Party's total aggregate liability under this Agreement, will be capped to the greater of US \$50,000 or the fees paid under the applicable Schedule in the twelve (12) months immediately preceding the liability event.
- 10.2 The above limitation will not apply to breach of Sections 2, 5, 6.1, 7, 9.1 and any other liability which cannot be limited or excluded under applicable law. Notwithstanding the foregoing, Licensor's liability for any data privacy violations shall be capped to two times (2X) the liability cap for direct damages.
- 10.3 Notwithstanding anything to the contrary, the Parties will not be liable for special, indirect, consequential, punitive, exemplary damages or for loss of profits, loss of data or business or damage to reputation and goodwill irrespective of whether the Parties have been advised of the possibility of such damages.

11 Term and Termination

- 11.1 This Agreement shall commence on the Effective Date and shall be in effect for a period of years ("Term").
- 11.2 For the avoidance of doubt, those Schedules which go beyond the Term in scenarios where the Agreement is not terminated but merely expired shall continue for the duration specified in such Schedule(s) and the applicable provisions of the Agreement shall continue to apply for such Schedule(s). However, if the Agreement is terminated then all Schedule(s) shall also terminate.
- 11.3 The provisions of this Agreement and/ or the relevant Schedule(s) shall apply to the Customer for the entire duration for which the Customer possesses the license key(s) to the Software, irrespective of termination or expiry of the Agreement and/ or the relevant Schedule(s).
- 11.4 Licensor may terminate Customer's rights under Section 2, or this Agreement or any applicable Schedule, with written notice if Customer fails to comply with the terms of this Agreement. If the Agreement is terminated for any reason, Customer will promptly discontinue use of and destroy all of the Customer's copies of the Software and related documentation and pay Licensor all accruing fees (whether billed or unbilled) under this Agreement, irrespective of termination or expiry.





- 11.5 Customer may, on mutual agreement between the Parties, renew Support Services (if any) as detailed in the applicable Schedule, by paying the applicable Support Service fee for each year subsequent to the initial support term.
- 11.6 Either Party may terminate this Agreement or any applicable Schedule in the event of a material breach of the terms and conditions of this Agreement that is not remediable or is not remedied within a cure period of 30 days from the date of receipt of a notice of breach from the non-breaching Party.

12 Governing law and Dispute resolution

- 12.1 If a dispute arises, the Parties will first attempt to settle the dispute themselves through discussions and negotiations. If negotiations fail, the Parties can agree to appoint a neutral third party as a mediator who will assist the Parties to negotiate an agreement to settle the dispute.
- 12.2 In case the Parties are unable to resolve the dispute using the above processes, then the dispute shall be finally settled by arbitration conducted in accordance with the rules of the United Nations Commission and International Trade Law (UNCITRAL) as in effect at the time of execution of the Agreement. All arbitration proceedings shall be held in [(a) New York, USA if the Customer's principal place of business is in the North American continent; (b) England if the Customer's principal place of business is in the African or European continent; (c) Victoria, Australia if the Customer's principal place of business is in Australia or New Zealand; (d) Singapore if the Customer's principal place of business is in the South-East Asia region; and (e) Bangalore, India if Customer's principal place of business is in any other region] in English language.
- 12.3 Disputes arising under this Agreement will be governed by the following laws and courts (a) New York, USA if the Customer's principal place of business is in the North American continent; (b) England if the Customer's principal place of business is in the African or European continent; (c) Victoria, Australia if the Customer's principal place of business is in Australia or New Zealand; (d) Singapore if the Customer's principal place of business is in the South-East Asia region; and (e) Bangalore, India if Customer's principal place of business is in any other region.

13 Miscellaneous

- 13.1 **Compliance with laws.** Each Party will comply with all laws, including export regulations, applicable to its business and the performance of its obligations under this Agreement.
- 13.2 **Audit.** Licensor or its third-party auditor will be entitled to audit Customer's use of the Software and the Capability and Customer's obligations under clause 2.1 and 7.1, to verify Customer's compliance with this Agreement. The audits will be conducted during business hours of the Customer. Any unauthorized usage, discovered during audit, shall be





regularized by the Parties and the license volume will be revised to the usage volume based on 2X times the prevailing list price. For the avoidance of doubt, it is clarified that the amounts payable towards such regularization:

- (a) Are neither intended to be, nor do they constitute, penalties against the Customer; and
- (b) Constitute the fair and reasonable assessment of damages and loss suffered by the Licensor in the circumstances described, which would otherwise be extremely difficult to calculate and assess.

- 13.3 **Precedence.** The following order of precedence will be applied in the event of a conflict, (a) General Terms and Conditions; (b) Attachments; and (c) Schedule.
- 13.4 **Severability.** If any provision of this Agreement is unenforceable or invalid, the rest of the Agreement will continue in full force and effect.
- 13.5 **Assignment and novation.** Customer will not assign or novate this Agreement without the prior written consent of Licensor. Licensor may assign or novate this Agreement to its Affiliates upon written notice to Customer.
- 13.6 **Amendment.** The Parties will not amend this Agreement, except by written consent of the Parties.
- 13.7 **Headings.** Headings used under this Agreement are for convenience only and not intended to affect the interpretation of the Sections.
- 13.8 **Notices.** All notices under this Agreement will be in writing and sent via registered mail or personal service (with acknowledgement) to Licensor: Legal Department, Electronics City, Hosur Road, Bangalore -560100 and Customer: at such address notified by Customer in writing or the last billing address.
- 13.9 **Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement or Schedule issued hereunder as a result of natural disasters, terrorist activities, government sanctions, economic sanctions, trade sanctions, embargo, actions or decrees of governmental bodies, or communication line failures, in each case, that are not the fault of the affected Party, or any other delay or failure which arises from causes beyond a Party's reasonable control (hereafter referred to as a "**Force Majeure Event**").

A Party affected by the Force Majeure Event shall notify as soon as practicable the other Party of the occurrence of such event and subsequent restoration of normal conditions. Upon notification of the occurrence of the Force Majeure Event by the affected Party, the performance of the Services shall be considered suspended until the notification of restoration of normal conditions or if the achievement of the objectives of the Agreement is no longer possible at all or not to a satisfactory degree, until the parties' decision to terminate the Agreement.

In the event a Force Majeure Event shall have occurred and be continuing for ninety (90) consecutive days, the Party not suffering such Force Majeure Event shall be entitled to





terminate this Agreement or the relevant Statement of Work, effective immediately upon written notice to the Party suffering such Force Majeure Event.

Notwithstanding anything hereinabove to the contrary, in the event a Force Majeure event relating to government sanctions, economic sanctions, trade sanctions, embargo, actions or decrees of governmental bodies occur, either Party may by giving written notice to the other Party have the right to terminate this Agreement with immediate effect. A Force Majeure Event shall neither relieve Customer of its payment obligations for Services and Deliverables actually rendered by Vendor prior to the occurrence of Force Majeure Event.

- 13.10 **Waiver.** Failure by either Party to enforce a right under this Agreement is not a waiver of that right.
- 13.11 **Survival.** Obligations which by their nature would continue beyond the termination, cancellation or expiration of this Agreement will survive termination, cancellation or expiration of this Agreement.
- 13.12 **Relationship.** No joint venture, partnership, employment, or agency relationship exists between the Parties as a result of this Agreement.
- 13.13 **Publicity.** Licensor will be entitled to list Customer and its trademarks or logos in a general listing of its clients which includes publishing case studies.
- 13.14 **Usage Reports.** The Licensor shall share quarterly usage reports of the Software and the Capability from the Customer. The Usage Reports shall include all the information requested by the Licensor in the format specified by the Licensor. The Licensor shall email the Usage Reports to the Customer (insert email address)
- 13.15 **Disclaimer.** The Software contains advanced AI capabilities, while the Capability strives for accuracy, Customer is encouraged to verify the generated content for their specific needs. The Licensor disclaims any responsibility for inaccuracies or unsuitability of the AI-functionality. The Licensor disclaims the liability for any damages resulting from the use of the Capabilities by the Customers.
- 13.16 **Additional Terms.** [Attachments I, II](#) and [III](#) contain additional terms which are binding on Customer, provided the conditions under these Attachments are applicable to Customer's consumption of the Software.

Licensor	Customer
By:	By:
Name:	Name:
Title:	Title:





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Attachment I

1 Definitions

- 1.1 **"Affiliate"** means a person or entity directly or indirectly controlling, controlled by or under common control with a Party. "Control" for the purposes of this definition will mean with respect to any person or entity, the right to exercise or cause the exercise of at least fifty-one per cent (51%) or more of the voting rights in such person or entity.
- 1.2 **"Agreement"** means this Software License Agreement and expressly referenced or embedded documents and links (including attachments and Schedules).
- 1.3 **"Bug"** means a problem with the Software and/or the Capabilities to the extent that it fails to comply with the applicable documentation provided.
- 1.4 **"Capability"** means independently available module of the Software that can be used commercially by the Customer as detailed in the applicable Schedule under this Agreement including all fixes, patches and updates or upgrades (subject to clause 2.4 of the Agreement).
- 1.5 **"Licensed Capability"** means the Capability of the Software licensed to the Customer as detailed in the applicable Schedule under this Agreement including all fixes, patches and updates or upgrades (subject to clause 2.4 of the Agreement).
- 1.6 **"Intellectual Property Rights"** means all patents, trademarks, trade secrets, copyrights, registered design rights and all associated registrations and applications in relation to the foregoing.
- 1.7 **"Maintenance Release"** means an incremental release of the Software that provides minor maintenance or Bug Fixes that are severely affecting a number of customers and that cannot wait for the next Major or Minor release. It incorporates all applicable Bug Fixes made in prior Maintenance Releases.
- 1.8 **"Major Release"** means a release of the Software that provides significant new or additional features and / or functionalities, Capabilities, enhancements to existing features, modules and/or functionalities, and all applicable Bug Fixes made in prior Releases.
- 1.9 **"Minor Release"** means an incremental release of the Software that provides maintenance fixes and all applicable Bug Fixes made in prior Releases.
- 1.10 **"OSS"** means the open-source components embedded in the Software and provided under their own separate license terms.
- 1.11 **"Parties"** and **"Party"** will mean Licensor and Customer jointly and individually as the case maybe.
- 1.12 **"PII"** means any individually identifiable information protected under applicable data protection, privacy or data security laws and regulations.





- 1.13 **“Release”** means a specific version of the Software delivered to the Customer and maintained for a specific period of time. Release version contains a multi digit number that uniquely identifies the Software release. A) First digit represents a Major Release, B) the second digit represents a Minor Release, and C) the third digit represents a Maintenance Release.
- 1.14 **“Software”** shall mean the _____.
- 1.15 **“License Schedule”** means a written description of the Software, Capabilities and the Licensed Capabilities and all associated Support Services mutually agreed to by Parties.
- 1.16 **“Support Services”** means the services to be performed by Licensor as set forth in the applicable Schedule.
- 1.17 **“Territory”** means the territory specified in the Schedule in which the Customer is permitted to use the license to the Software and the Capabilities granted under this Agreement.
- 1.18 **“Third Party Software”** means the third party components or open source components (downloaded or provided by Customer) required for the functioning of the Software.
- 1.19 **“Version”** means a global main line release of the Software which typically reflects a change in the ethos or basic nature of the Software and would generally include multiple and significant new functionalities and capabilities.





Attachment II

Country-Specific Terms

For the use rights granted in Section 2 of the General Terms and Conditions for the countries specified below, the following terms will replace or modify the referenced Sections in 'General Terms and Conditions'. All such Sections or parts thereof that are not changed by these amendments remain unchanged and in effect.

1 AUSTRALIA

The following will be added to the definition of "PII" under Section 1.10 of Attachment I :

For clarity, PII may include information that is "personal information" as such term is defined in the Privacy Act 1988 (Cth).

The following will be added as new Section 7.4:

Nothing in these terms and conditions will limit any rights or guarantees (whether express or implied) that cannot be excluded by law, including under Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("**Australian Consumer Law**"). If a supply under this Agreement is a supply of goods or services which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then to the extent permitted by law, Licensor's liability for breach of a guarantee under the Australian Consumer Law (other than sections 51-53 of the Australian Consumer Law) will be limited to : (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and (b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

2 UNITED KINGDOM

The following will be added to the end of Section 10.2:

Nothing in this Section will limit Customer's payment obligations or have the effect of excluding or limiting liability for fraud or death or personal injury caused by negligence.

The following will be added as new Section 13.17:

Exclusion of persons. A person who is not an included party to this Agreement will have no right under the Contracts (Rights of Third Parties) Act, 1999 to enforce any of the terms of this Agreement.

3 SINGAPORE

The following will be added as new Section 13.17:

Subject to the rights provided to either Party's Affiliates, wherever applicable, a person who is not an included party to this Agreement will have no right under the Contracts (Rights of Third Parties) Act, 2001 to enforce any of the terms of this Agreement.





4 UNITED STATES OF AMERICA

The following will be added to the end of *Section 5.2*:

For Software and the Capabilities delivered electronically in the United States for which the Customer claims a state sales and use tax exemption by providing a valid exemption certificate to the Licensor, the Customer will not receive any tangible personal property (e.g., media and publications) associated with the electronic program. The Customer agrees to be responsible for any sales and use tax liabilities and interest and penalties that may arise in any state as a result of Customer' subsequent redistribution (if permitted by Licensor) of the Capabilities after delivery by the Licensor or if the exemption certificate provided to the Licensor is invalid.

The following will be added as a new *Section 12.1(a)*:

Each Party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

Licensor	Customer
By:	By:
Name:	Name:
Title:	Title:

