<u>**MASTER PRODUCTS AND SERVICES AGREEMENT**</u>

THIS MASTER PRODUCTS AND SERVICES AGREEMENT (this "Agreement'"), which includes the Product and Services Terms and Conditions set forth below (the "Terms and Conditions") and the attached Addenda, is made as of *[date]* (the "Effective Date") by and between EPAM Systems, Inc., a Delaware corporation with its principal offices located at 41 University Drive, Suite 202, Newtown, PA 18940 ("EPAM") on behalf of itself and its Affiliates, *[Customer name, location]* (the "Customer") on behalf of itself and its Affiliates.

PRODUCTS AND SERVICES TERMS AND CONDITIONS

1. GENERAL OVERVIEW.

1.1. **Platform.** This Agreement sets forth the terms and conditions under which EPAM agrees to provide the *[Product name]* software (*[Product name]*, together with any programming and user interfaces are collectively referred to as the "Platform") to Customer. The Platform shall be provided as follows:
(a) the *[Product name]* software shall be licensed to Customer subject to the terms and conditions of this Agreement and the *[License type and version]*, a copy of which is included with the *[Product name]* software for installation on Customer's devices (the"Device Licenses*); and (b) the *[Product name]* software shall be made available to Customer as: (i) hosted services made available by EPAM for Customer's access and use of *[Product name]* in accordance with Exhibit A — SaaS Service and Support Level Agreement (the "Hosted Services"); and/or (ii) licenses to Customer for installation of *[Product name]* on Customer's or Customer's Third Party Provider's systems according to the terms and conditions of Exhibit B - On-Prem License Terms (the "On-Prem License").

1.2. **Subscription Services.** EPAM shall charge Customer a monthly subscription fee (the "Subscription Fee") for each Activated Device during the applicable month or any part thereof (the "Subscription Services"). EPAM shall charge the Subscription Fee for the Subscription Services whether [Product name] is made available through the Hosted Services or the On-Prem License. An "Activated Device" means a device in which the [Product name] software is installed and the device is provisioned to the Platform.

1.3. **Support Services.** EPAM shall provide Customer support for the Platform (the "Support Services') the cost of which shall be included in the Subscription Fee. The Support Services shall be provided in accordance with Exhibit A — SaaS Service Support Level Agreement.

2. ACCESS AND LICENSES.

Subject to and conditioned on Customer's payment of the Fees and in compliance with these Terms and Conditions, EPAM shall provide, and Customer shall receive, a non-exclusive, non-transferable (except in compliance with Section 1.3 and the respective licenses) access to the Platform, Subscription Services and Support Services set forth in this Agreement and listed in an Order as follows: (a) use of the Hosted Services in accordance with Exhibit A — SaaS Service and Support Level Agreement; (b) Device Licenses; and (c) On-Prem License in accordance with Exhibit B — On-Prem License Terms.

2.1. **Documentation License Grant.** EPAM grants to Customer a license to use the user's manuals (collectively, the "Documentation") subject to the same terms and restrictions as the access or license for the Hosted Services or component of the Platform, respectively, to which the Documentation relates. The license to the Documentation is provided to Customer solely for the purposes of facilitating Customer's use of the Platform and Hosted Services. In each instance, use of the Platform and Hosted Services by Customer is subject to this Agreement and Customer shall be liable for use of the Platform and Hosted Services by Customer's employees, consultants, contractors, agents and permitted third-parties who are authorized by Customer (collectively, "Authorized Users") to access and use the Platform and Hosted Services under the rights granted to Customer pursuant to this Agreement. Customer shall be responsible for the acts and omissions of its Authorized Users.

3. ORDERS AND PAYMENT.

3.1. **Orders.** EPAM shall provide, and Customer shall obtain, the products and services identified in an Order agreed between the parties incorporating the terms and conditions of this Agreement ("Order").

3.2. **Payment Terms.** Customer shall pay EPAM the License Fees and the Subscription Fees (collectively, "Fees") for the Annual On-Prem License, Subscription Services and Support Services, as applicable. as set forth in this Agreement and shall reimburse EPAM for any Customer approved out-of-pocket expenses (including travel and accommodation expenses) incurred by EPAM in connection with performing the Support Services ("Reimbursable Expenses"). All payments must be in U.S. dollars, unless otherwise agreed by the parties in advance. EPAM may increase Subscription Fees annually after a three (3) year initial period (as provided for in the initial Order. Customer will pay EPAM all amounts due under this Agreement within sixty (60) days after the date set forth on

the applicable invoice. Payment terms are subject to EPAM's credit approval. If Customer disputes the amount of a given invoice in good faith, it shall promptly notify EPAM of such dispute in writing (but in any event no later than five (5) days after receipt of the invoice) and attempt in good faith to resolve such dispute promptly and amicably. All amounts payable to EPAM under this Agreement shall be paid by Customer in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all reasonable expenses (including reasonable attorneys' fees) incurred by EPAM in connection with collection of late payments. Except as expressly provided in this Agreement, accrued Fees and Reimbursable Expenses are not refundable.

3.3. **Taxes.** The Fees and Reimbursable Expenses exclude, and Customer wilt make all payments to EPAM free and clear of, all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges ("Taxes"). When applicable, EPAM may include any Taxes that it is required to collect as a separate line item on an invoice. If Customer is tax exempt or pays Taxes directly, then prior to invoicing, Customer must provide EPAM with a copy of a current tax exemption certificate issued by Customer's applicable taxing authority(ies).

3.4. **Suspension.** In addition, EPAM reserves the right to deny Customer and any Authorized Users access to the Hosted Services or use of the Support Services, and to cease or suspend the Device Licenses and On-Prem License, in the event that any invoice is not paid in accordance with this Agreement and continues to not be paid after fifteen (15) days written notice from EPAM. Customer acknowledges that EPAM will not be responsible for any damage or liability caused by such denial, cessation, or suspension. Any amounts not paid by Customer in accordance with the preceding sentence may result in the forfeiture by Customer, in EPAM's sole and absolute discretion, of any discounts previously offered by EPAM and repeated failure by Customer to pay amounts under this Agreement when due shall constitute a material default.

4. **WARRANTIES.** The warranties for the Platform, Hosted Services, Subscription Services, and Support Services are solely and expressly as set forth in Exhibit A - SaaS Service Level Support Agreement, Device Licenses, and/or Exhibit B - On-Prem License Terms attached to these Terms and Conditions (collectively, the "Addenda") and made part of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THE ADDENDA (a) THE PLATFORM, HOSTED SERVICES, SUBSCRIPTION SERVICES, AND SUPPORT SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL, (b) EPAM DOES NOT PROMISE THAT THE PLATFORM, HOSTED SERVICES, SUBSCRIPTION SERVICES OR SUPPORT SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, AUTHORIZED USERS OR ANY THIRD PARTY, AND (c) EPAM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, INCLUDING THE ADDENDA, AND THAT NO WARRANTIES ARE MADE BY ANY OF EPAM'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to EPAM's existing product and services. EPAM's performance obligations hereunder are limited to those expressly enumerated herein, and payment for EPAM's performance obligations shall be due as described herein.

5. **CONFIDENTIALITY.**

5.1. **Protection.** Neither party will use or disclose any trade secrets, business or financial information, computer software, machine or operator documentation, business methods, procedures, know-how, technical, marketing, financial, employee, planning or other information that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Platform, the means of providing the Hosted Services, Subscription Services, Support Services, and the

Documentation shall be EPAM's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Platform), notwithstanding any failure to mark or identify it as such.

5.2. **Exceptions**. The Receiving Party's obligations under Section 5.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing in advance by the Disclosing Party; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. AU undertakings and obligations relating to confidentiality and nondisclosure, whether contained in this Section S or elsewhere in this Agreement, and whether of EPAM or Customer, shall survive the term of this Agreement for a period of two years thereafter or for so long as such Confidential Information is proprietary through no breach of this Agreement, whichever is longer.

6. PRIVACY AND SECURITY.

6.1. **Privacy Definitions.** "Customer Personal Data" shall mean any information from or about an individual or any information that can be combined with other information to identify an individual or other information not covered by the foregoing but that is information protected as personal data ("Customer Personal Data") under applicable laws and regulations related to the privacy and security of Customer Personal Data ("Privacy Laws") regarding Customer's former, current and prospective customers, employees, or contractors.

6.2. **Authority.** Prior to making any disclosure to EPAM of Customer Personal Data, Customer covenants that it has, or will obtain, in accordance with Privacy Laws relating to such Customer Personal Data, the legal right to disclose such information to EPAM, and Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Personal Data as are necessary for EPAM to fulfill its obligations hereunder.

6.3. **Processing of Customer Personal Data.** If, in the future, EPAM collects, accesses, uses, stores, transmits, or otherwise processes Customer Personal Data under this Agreement, the Parties shalt negotiate and execute a Data Processing Agreement in good faith.

6.4. **Malicious Code.** EPAM warrants to Customer that it shall implement processes and procedures consistent with generally accepted applicable industry practices that are designed to ensure that the Platform, at the time of delivery to Customer, are free of any known virus or malicious code.

7. INDEMNIFICATION.

7.1. **EPAM.** EPAM will defend, at its own expense, any action against Customer or any of its officers, directors, or employees ("Customer Parties") brought by a third party (i) alleging that the Platform, Hosted Services, or Support Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and EPAM wilt pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action, or (ii) with relation to any violation of applicable laws or regulations, including without limitation applicable export and import control laws and regulations in the provision of any of the Platform, Hosted Services, or Support Services, by the EPAM Parties. The foregoing obligations are conditioned on Customer: (a) notifying EPAM promptly in writing of such claim or action; (b) giving EPAM sole control of the defense and any related settlement negotiations, provided that EPAM shall obtain the prior written consent of Customer before entering into any settlement of an indemnified claim; further provided that EPAM shall not be obligated to obtain Customer's consent to any such settlement if (i) the settlement is a full settlement of the claim and {ii) does not require the admission of fault or liability by Customer or impose any monetary obligation on Customer; and (c) cooperating with EPAM and, at EPAM's request and expense, assisting in such defense. If the Platform, Hosted Services, or Support Services becomes, or in EPAM's opinion is likely to become, the subject of an infringement claim, EPAM may, at its sole option and expense, either. {i) procure for Customer the right to continue using it; (ii) modify it, or replace it with a substantially similar functioning product or service so that it becomes non-infringing; (iii) in the case of the Platform, require its return and refund Customer a pro-rata portion of the Fees for use of the Platform based on a 36-month straight-line depreciation; or (iv) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, EPAM will have no obligation under this Section 7.1 or otherwise with respect to

any infringement claim based upon: (A) use of any of the Platform, Hosted Services, or the Support Services not in accordance with this Agreement; (B) any unauthorized use of any of the Platform, Hosted Services, or the Support Services in combination with products, equipment, software, services or data not supplied by EPAM if such infringement would rave been avoided but for the combination with other products, equipment, software, services or data; (C) the failure of Customer to implement any replacements, corrections or modifications made available by EPAM and notified to the Customer for any of the Platform, Hosted Services, or the Support Services including, but not limited to, any use of any release of the Platform other than the most current release made commercially available by EPAM; (D) Customer Content; or (E) any unauthorized modification of any of the Platform, Hosted Services. or the Support Services or use thereof by any person other than EPAM or its authorized agents or subcontractors. This Section 7.1 states EPAM's entire liability and the exclusive remedy for any claims of infringement.

7.2. **Customer.** Customer shall indemnify, and defend EPAM (the "EPAM Parties") from and against any dnd all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the negligence, intentiona1 misconduct, or breach of this Agreement by the EPAM Parties: (a) information provided to any of the EPAM Parties by any of the Customer Parties where the cause of the liability, loss, expense, damage or claim is directly caused by the EPAM Parties' use of the information in accordance with the terms of this Agreement; (D) the Customer Parties' use of any of the Platform, Hosted Services, or Support Services other than in accordance with this Agreement; (d) unauthorized use by the Customer Parties of any of the Platform, Hosted Services, or Support Services in combination with Customer's products or services or Third Party Products; (e) any unauthorized modifications made by the Customer Parties to any of the Platform, Hosted Services, or Support Services; (f} misuse not in accordance with this Agreement by the Customer Parties of any of the Platform, Hosted Services, or Support Services; (g) infringement by the Customer Parties of any third party intellectual property rights not caused by the Customer Parties use of the Platform, Hosted Services, or Support Services in accordance with this Agreement; (h) taxes (other than taxes based on EPAM's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of the Fees or Reimbursable Expenses or the delivery of the Platform, Hosted Services, or Support Services to Customer; and (i) any violation of applicable laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Platform, Hosted Services, or Support Services, by the Customer Parties. Notwithstanding the foregoing, Customer will have no obligation under this Section 7.2 or otherwise with respect to any infringement claim based upon use, of any information provided to any of the EPAM Parties by any of the Customer Parties, not for the specific purposes of providing Platform, Hosted Services, or Support Services solely to the Customer;

8. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, SUBCONTRACTORS, LICENSORS. OR SUPPLIERS BE LIABLE. EVEN IF ADVISED OF THE POSSIBILITY, FOR (a) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (b) LOSS OF PROFIT, DATE, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR. EXCLUDING EPAM'S INDEMNIFICATION OBLIGATIONS, BOTH PARTIES' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHER\MSE, WILL NOT EXCEED THE AMOUNT PAID TO EPAM BY CUSTOMER FOR THE SUBSCRIPTION SERVICES AND SUPPORT SERVICES PROVIDED BY EPAM UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that EPAM would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations snail apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. If a Customer is part of the U.S. federal government. (i) products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, support, or direct operation of a nuclear facility, or the flight, navigation, or communication of aircraft or ground support equipment, the control of hazardous materials, or other ultra-hazardous activities, (ii) Customer is solely liable if products purchased by Customer are used for these applications, and (iii) Customer will defend, indemnify and hold EPAM harmless from all loss, damage, expense or liability arising out of such use.

9. **OWNERSHIP.** All right, title and interest, including but not limited to all existing or future copyrights: trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing ("Intellectual Property Rights"), in and to the following are the exclusive property of EPAM (and/or, as the case may be, its licensors and suppliers): (a) the Hosted Services, the Subscription Services, Device Licenses, On-Prem License, the Platform, firmware, Source Code, Executable Code, Documentation, and alt proprietary technology used by EPAM to perform its obligations under this Agreement; (b) all software, tools, routines, programs, designs,

technology, ideas, know-how, processes, techniques and inventions that EPAM makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Support Services; (c) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (d) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (e) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "EPAM Property"). Except as otherwise set forth in the Addenda, if any derivative work is created by Customer from the Platform or Support Services, EPAM shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by EPAM (or its licensors and suppliers, as the case may be). Notwithstanding any provision to the contrary in any other agreement between EPAM or its Affiliates and Customer or its Affiliates, Customer and its Affiliates have no ownership of the Intellectual Property Rights or EPAM Property under this Agreement and EPAM does not assign or transfer to Customer any of the Intellectual Property Rights or EPAM Property by virtue of this Agreement.

10.   TERM AND TERMINATION.

10.1. **Term.** The term of this Agreement ("Term") begins on the Effective Date and continues until It expires three years from the Effective Date or is terminated as set forth herein. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated as set forth therein.

10.2. **Termination.** Either party may terminate this Agreement, the Hosted Services, the On-Prem License, the Support Services, or the Subscription Services with or without cause with at least the number of days of prior written notice to the other party as set forth in Section 10.3. This Agreement, the Hosted Services, the On-Prem License, the Device Licenses, the Support Services, and the Subscription Services (as applicable at the time of material default) will terminate if a party materially defaults in the performance of any of its obligations hereunder and fails to cure such default(if such default can be cured) within thirty (30) days after written notice from the non-defaulting party.

10.3. **Effects of Termination.** Upon termination of this Agreement, the Hosted Services, the Support Services, and/or the Subscription Services for any reason, all accrued amounts, if any, owed to EPAM under this Agreement or any licenses subject to this Agreement that have been terminated (the "Terminated Document") before the effective date of such termination will become immediately payable in accordance with the payment terms hereto.

10.3.1. Termination of Hosted Services. Customer may terminate the Hosted Services upon thirty (30) days prior written notice if Customer elects to license *[Product name]* subject to the On-Prem License and continues to receive the Subscription Services and Support Services. Data migration or other services associated with terminating the Hosted Services and licensing *[Product name]* or with reinstating Hosted Services shall constitute professional services, which shall be covered by the Professional Services Agreement by and between the Parties, dated *[date]* (the "PSA"). If Customer does not elect to license *[Product name]* subject to the On-Prem License and discontinues the Subscription Services and Support Services, Customer may terminate an Order for the Hosted Services upon thirty (30) days prior written notice and shall be subject to the termination procedures in Section 10.5.5.

10.3.2. Termination of Support Services. Customer may terminate an Order for the Support Services upon thirty (30) days prior written notice if Customer licenses *[Product name]* pursuant to the On-Prem License for an annual fee (the "License Fee") based on the actual number of Activated Devices (the "Annual On-Prem License"). Termination of the Support Services shall not be permitted while Customer is receiving Hosted Services and/or Subscription Services. The Annual On-Prem License may renew on an annual basis if Customer notifies the other party in writing at least thirty (30) days prior to the termination date that such party wishes to renew the Annual On-Prem License. The Annual On-Prem License shall be subject in all respects to the On-Prem License and this Agreement, and all releases, updates, and patches shall be made available to Customer during the applicable term of the Annual On-Prem License; provided, however, that all installation of releases, updates, and patches or other services performed by EPAM following termination of the Support Services or while reinstating Support Services shall constitute professional services, which shall be covered by the PSA.

10.3.3. Termination of Subscription Services. Customer may terminate an Order for the Subscription Services upon thirty (30) days prior written notice and shall be subject to the termination procedures in Section 10.3.5.

11.   EPAM Termination. Notwithstanding anything to the contrary in this Agreement or the On-Prem License, EPAM may cease providing the Hosting Services, Subscription Services, or Support Services, and may revoke any rights granted under the On-Prem Licenses upon at least eighteen (18) months prior written notice ("End of Life Period") to Customer. If Customer's Annual On-Prem License term ends before the End of Life Period has elapsed, Customer may renew the Annual On-Prem License and the License Fees and Support Fes shall be pro-rated

based on the expiration of the End of Life Period. If the End of Life Period expires prior to the end of Customer's annual On-Prem License term, EPAM will provide a pro-rated refund of the License Fees, and for the Support Services, if applicable, for the remainder of the On-Prem License term. After the End of Life Period expires, EPAM will no longer be obligated to provide Support Services, Hosting Services, Subscription Services, or On-Prem Licenses pursuant to any Terminated Document.

11.1. **Termination Procedures.** Customer shall: (i) promptly discontinue all use of the Platform under any On-Prem Licenses provided under the Terminated Document: (ii) erase alt copies of software related to the Hosted Services and On-Prem Licenses from Customer's computers and networks and the computers and networks of Customer's customers, suppliers, Authorized Users. Third Party Providers and permitted third parties; and (iii) return to EPAM or destroy all copies of such software and related Documentation on tangible media or in Customer's possession or control. Upon termination EPAM shall without undue delay return or destroy all Customer Confidential Information received from Customer. Upon EPAM's request, Customer will provide a written certification (in a form reasonably acceptable to EPAM), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 10.5.

11.2. **Termination for Material Default.** Upon termination of this Agreement, the Hosted Services, the On-Prem License, the Device Licenses, the Support Services, and/or the Subscription Services following the expiration of the thirty (30) day cure period set forth in Section 10.2 (or sooner if the non-defaulting party reasonably concludes that the material default cannot be cured), Customer's right to access the Platform, Hosted Services, Subscription Services, and Support Services, and all license rights granted in the Terminated Documents, including the On-Prem License and the Devices Licenses, will immediately terminate and cease to exist; and Customer shall: (i) promptly discontinue alt use of any Hosted Services, Subscription Services, or Support Services provided under the Terminated Document and promptly discontinue all use of the Platform under any Device Licenses or On-Prem License provided under the Terminated Document; (ii) erase all copies of software related to the Subscription Services, Hosted Services Device Licenses, and On-Prem License from Customer's computers and networks and the computers and networks of its customers, suppliers, Authorized Users, Third Party Providers and permitted third parties and return to EPAM or destroy all copies of such software and related Documentation on tangible media; {iii) return or destroy all copies of the Documentation in Customer's possession or control; and (iv) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Terminated Document and return to the other party or, at the other party's opt on, destroy, all copies of any such Confidential Information in tangible or electronic form, unless such Confidential Information must be preserved by a party in anticipation of litigation. Upon EPAM's request, Customer will provide a written certification (in a form reasonably acceptable to EPAM), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 10.6.

12. GENERAL PROVISIONS.

12.1. **Compliance with Laws.** Each party shall comply with alt applicable laws and regulations, and Customer shall obtain required authorizations concerning its use of the Platform, Hosting Services, Subscription Services, and Support Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any of the Platform, Hosting Services, Subscription Services, or Support Services for any purpose in violation of any applicable laws or regulations. EPAM may suspend performance if Customer is in violation of applicable laws or regulations.

12.2. **Audits and Inspections.** Upon written request from EPAM, Customer shall furnish EPAM with a certificate signed by an officer of Customer siting that the Platform, Hosting Services, Subscription Services, and Support Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six (6) months following the termination or expiration of this Agreement, upon prior written notice, EPAM will have the right, not more than once per calendar year, during normal business hours (provided it does not unduly disrupt the Customer's business operations), to inspect, or have a mutually agreed upon independent audit firm inspect, Customer's records relating to Customer's use of the Platform, Hosting Services, Subscription Services, and Support Services to ensure it is in compliance with the terms of this Agreement, including with any licensing limitation and the number of Activated Devices and Authorized Users. The costs of the audit will be paid by EPAM, unless the audit reveals that Customer's underpayment of Fees exceeds 5%. Customer wilt promptly pay to EPAM any amounts shown by any such audit to be owing (which shall be calculated at EPAM's standard, non-discounted rates in effect at the conclusion of the audit) plus interest as provided in Section 3 (Payment).

13. Assignments.
Customer may not assign or transfer, by operation of law or otherwise (except in connection with a sale of substantially all assets or equity, corporate reorganization, merger or other change in control transaction), any of its rights under this Agreement, (including its right to use the Platform or any Hosting Services, Subscription Services, or Support Services) to any third party without EPAM's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Upon written consent from Customer, EPAM shall

13.1. have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, safe of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Platform, Hosting Services, Subscription Services and Support Services.

EPAM shall not subcontract or delegate performance of all or any part of the Services without Customer's prior written consent. EPAM hereby agrees to remain responsible Tor the actions of all of its subcontractors ("Subcontractors") and every agent, supplier, subcontractor or partner of the Subcontractors.

13.2. **U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Platform and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and if provided hereunder are (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212, or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.T2O2 1 (JUN 1995) and 227.7202 t3 (JUN 1995).

13.3. **Notices.** All notices, consents. and approvals under this Agreement must be delivered in writing by courier, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the first paragraph of this Agreement and, in the case of EPAN\, to the attention of the General Counsel (or to such other address or person as from time to time provided by such pan:y in accordance with this Section), and will be effective upon receipt or three (3) business days after being deposited in the mai! as required above, whichever occurs sooner.

13.4. **Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware without reference to Its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in the federal or state courts located in New Castle County, Delaware and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The parties hereby waive any right to a trial by jury.

13.5. **Remedies.** Customer acknowledges that the Platorm, Hosting Services, Subscription Services, and Support Services are built on valuable trade secrets, Confidential Information, and Intellectual Property Rights of EPAM, that any actual or threatened breach hereof will constitute immediate, irreparable harm to EPAM for which monetary damages would be an inadequate remedy, and that EPAM will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to EPAM.

13.6. **Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion wilt not be deemed a waiver of any other provision or of such provision on any other occasion.

13.7. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement and this Agreement shalt continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

13.8. **Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

14. **Third Parties.** Customer is solely responsible for, and none of the Fees set forth herein shall be deemed to cover any amounts owed to third parties in connection with the use of the Platform, Hosting Services, Subscription Services, or Support Services, including without limitation, clearinghouse fees. If Customer engages a third-party provider ("Third Party Provider") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the Platform, Hosting Services, Subscription Services, or Support Services (collectively, such products and services received from the Third Party Provider are "Third Party Products"), Customer agrees to obtain EPAM's prior consent to such integration, receipt or access (collectively, a "Transfer"). If Customer requests a Transfer, Customer represents, warrants and agrees that: (a) EPAM, in its sole and absolute discretion, shall have the right to agree to such Transfer or decline to do so; (b) EPAM shall have no liability, and makes no representation, with respect to such Third Party Products; (c) the Third Party

Provider shall not be an agent of EPAM as a result of the Transfer; (6) the Third Party Provider shall not receive, maintain, or transmit personal information on behalf of EPAM, as a result of the Transfer; and (e) installation, if any, of such Third Party Products by EPAM shall constitute professional services, a condition of which shall be the execution of a separate agreement and/or statement of work for such professional services. Upon termination of Customer's agreement with a Third Party Provider pertaining to Third Party Products, Customer shall immediately terminate Third Party Provider's access to the Platform, Hosting Services, Subscription Services, and Support Services and notify EPAM thereof. If the Third Party Products result in the sharing of Customer Content with Third Party Provider, Customer consents to the sharing by EPAM and EPAM Affiliates of Customer Content with such Third Party Provider for the sole purpose of Third Party Provider's delivery of the Third Party Products and represents that such sharing does not violate any agreement, law, regulation or other legal standard. To the extent the Platform, Hosting Services, Subscription Services, or Support Services contain software owned or service provided by a third party for which EPAM was a license or services agreement with such third party, the Platform, Hosting Services, Subscription Services. and Support Services and all rights granted hereunder are expressly limited by and subject to any license or service agreements EPAM may have for such software or services. "Affiliate" means, any legal entity which controls, is controlled by, or is under common control with EPAM or Customer, respectively. An entity is deemed to "control" another if it owns directly or indirectly at least 50% of either of the following: the shares entitled to vote at a general election of directors of such other entity, or the voting interest in such other entity if such entity does not have either shares or directors.

14.1. **Force Majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes EPAM's performance hereunder, acts of God, acts of civil or military authority, fires, riots. wars, embargoes, pandemics, Internet disruptions, hacker attacks, or communications failures (a "Force Majeure Event"). In the event EPAM's production is constrained because of a Force Majeure Event, then EPAM will have the right to allocate its Platform, Hosting Services, Subscription Services, and Support Services among its customers as EPAM, in its discretion, determines.

14.2. **Entire Agreement; Amendment; No Third Party Beneficiaries; Survival.** These Terms and Conditions, the Addenda, the Orders and any attachments, addenda and exhibits hereto or thereto constitute the entire agreement between the parties regarding the subject hereof and supersede all prior or contemporaneous agreements, understandings, ana communication, whether written or oral. Any other representation or agreement, whether written or oral, including, but not limited to any standard terms of purchase or any purchase order terms issued by Customer, shall be wholly inapplicable to the Platform, Hosting Services. Subscription Services, and Support Services and shall not be binding on EPAM. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of EPAM shall have no force or effect. There are no third-party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 3.1 (Payment), Section 5 (Confidentiality), Section 6 (Privacy and Security), Section 7 (Indemnification), Section 8 (Limitation on Liability), Section 9 (Ownership), Section 10.3 and Section 11 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Agreement. By signing below, the parties agree to the terms and conditions of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original and all products and services ordered and provided under this Agreement wilt be subject to it.

EPAM Systems, Inc.		*[Customer name]*	
By:	_____	By:	_____
Print:	_____	Print:	_____
Title:	_____	Title:	_____
Date	_____	Date	_____

This SaaS Service Level and Support Agreement ("SaaS SLA") is subject to and made a part of the Master Products and Services Agreement.

1. SERVICE LEVEL AGREEMENT (APPLICABLE ONLY TO HOSTED SERVICES).

1.1. **Downtime.** "Downtime," expressed in minutes, is any time the Hosted Services are not accessible to Authorized Users.

1.2. **Planned Downtime.** "Planned Downtime" is Downtime during which the Hosted Services may not be available in order for EPAM to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Support; and (b) Emergency Support. "Standard Support" is performed when upgrades or system updates are desirable (including, without limitation, standard software releases and non-critical software updates). "Emergency Support" is performed when a critical system update must be applied quickly to avoid significant Downtime (including, without limitation, hardware patches that address server vulnerabilities or a critical software update). Standard Support may be performed weekly during off-peak hours. EPAM will provide Customer with notice at least 48 hours in advance of the Standard Support. EPAM will make reasonable efforts to provide Customer with notice of Emergency Support at least 30 minutes in advance.

1.3. **Excused Downtime.** "Excused Downtime" time is Downtime caused by: (a) services, software, or hardware provided by anyone or any entity other than EPAM (such as an internet service provider, third party cloud provider, utility, cellular network carrier, or mobile handset provider); (b) software, services or systems operating outside of EPAM control, including any software or systems operating on a Customer's premises (including EPAM software (except for the Platform) operating on such premises); (c) a Force Majeure Event; or (d) Customer's failure to comply with its obligations under the Agreement or use of the Hosted Services in ways that were not intended (including, without limitation, as a result of actions or omissions of Customer, an Authorized User, Customer's third party cloud provider, or Customer's representative in connection with use of the Platform, including any administrative rights or database access rights, that a Customer requests be granted to such persons or entities when Customer has elected to receive, and is receiving. Hosted Services or otherwise).

1.4. **Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows: Unplanned Downtime (%) = (Downtime (in minutes) - (Planned Downtime (in minutes) + Excused Downtime (in minutes))) + Total number of minutes In the calendar month.

1.5. **Unplanned Downtime Goal**. EPAM shall provide the Hosted Services such that there is less than 99.95% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The Hosted Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Subscription Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

1.6. **Incident Monitoring and Reporting.** Problems with the Hosted Services can be reported by Customer as provided below.

1.7. **Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, EPAM may revoke administrative rights, including database access rights, if the use of any such rights results in (a) Downtime, or (b) an excessive number of Support Tickets.

1.8. **Customer Content; Security; Backup.**

1 8.1. *Customer Content.* As between EPAM and Customer, and without limiting the rights of any Authorized User, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the Hosted Services ("Customer Content"), provided, however, that EPAM may de-identify and use Customer Content for any lawful purpose consistent with all applicable law and EPAM's then current privacy policy

1.8.2. *Security.* Subject to Customer's obligations under this Agreement, EPAM will implement commercially reasonable security measures within the Platform in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

1.8.3. *Back-up of Customer Content.* Although EPAM will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back-up the Customer Content, and to provide access to the Hosted Services in accordance with this Exhibit, loss of access to the Hosted Services and loss of Customer Content may occur.

Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. EPAM will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the Hosted Services or otherwise arising out of circumstances not within EPAM's control.

1.8.4. **Availability of Customer Content.** It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. EPAM will only store information needed to recognize and identify Activated Devices and other information required to operate the Hosted Service and will have no additional obligations with respect to Customer Content. Customer represents, warrants and agrees that it: (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon EPAM to assist with determining the recoras support or retention requirements applicable to it.

2. **SUPPORT SERVICES APPLICABILITY AND FEES.** The cost for the Support Services provided by EPAM shall be included in the Subscription Fees. If Customer elects to procure Support Services from EPAM, then EPAM will invoice Customer for all Support Services unless Customer notifies EPAM in writing in accordance with the Terms and Conditions of the cancellation of such Support Services. If Customer elects to terminate Support Services at any time or EPAM discontinues Support Services as a result of Customer's failure to pay Subscription Fees, and Customer subsequently elects to reinstate such Support Services, Customer shall receive the Support Services provided that Customer pays any past due Subscription Fees. EPAM will have no obligation to provide Support Services to Customer if any payment due to EPAM from Customer is past due. All Subscription Fees shall be non-refundable.

3. **SUPPORT SERVICES.**

3.1. **Support.** EPAM will coordinate all Support Services requests by Customer to address a reproducible defect in the current version of the Platform for which Customer has paid the then-current Subscription Fees ("Supported Products") when operated with hardware and in the operating system that EPAM supports for use with the Supported Products in accordance with the Documentation and, for Hosted Services, a browser and other technical environment that supports the use of the Hosted Services in accordance with the Documentation ("Supported Environment"), that causes the Supposed Products not to operate substantially in accordance with the Documentation for such Supported ProduGts("Errors"} and prevents Customer from using the Platform. Email support includes: (a) clarification of functions and features of the Supported Products; (b) clarification of the Documentation; (c) guidance in operation of the Supported Products; (d) assistance in identifying and verifying the causes of suspected Errors in the Supported Products; and (e) advice on bypassing identified Errors in the Supported Products, if reasonably possible. Problems with the Supported Products can be logged by Customer through the EPAM support email at support@aosctoud.io. As a result, an incident report (a "Suppon Ticket") will be created and escalated as appropriate. Responses to Support Tickets shall be provided on a 24 X 7 basis as follows:

Severity Level	Initial Response Time	Time to Resolution
Level 1 (Urgent): Any Error reported by an Authorized User where the majority of the Authorized Users for a particular part of the Platform are affected, the Error has high visibility, there is no workaround, and the Platform is unusable.	Within 6 hours of generating Support Ticket.	Within 12 hours of generating Support Ticket.
Level 2 (High): Any error reported by an Authorized User where the majority of the Authorized Users for a particular part of the Platform are affected, the error has high visibility, a workaround is available; however, critical performance or functionality may be degraded or limited.	Within 12 hours of generating Support Ticket.	Within 24 hours of generating Support Ticket.
Level 3 (Normal): Any Error reposed by an Authorized User where the majority of the Authorized Users for a particular part of the software are affected, the Error has high visibility, a workaround is available; however, non-critical performance or functionality may be degraded or limited.	Within 24 hours of generating Support Ticket.	Within 48 hours of generating Support Ticket.
Level 4 (Low): Any Error reported by an Authorized User where a small percentage of Authorized Users are moderately affected or partially inoperable and the Error has an available workaround: also included general questions about the Platform.	Within [__] business [minutes/hours] of generating Support Ticket.	Within [__] business [minutes/hours] of generating Support Ticket.

3.2. **Resolution.** EPAM shall use commercially reasonable efforts to provide a resolution for any Error. EPAM will acknowledge each Customer report of an Error by written notice, in electronic form, setting forth a Support Ticket number for use by Customer and EPAM in all correspondence relating to such Error to track the Error until a resolution for it exists.

3.3. **Travel and Other Expenses.** Should Customer request that EPAM send personnel to Customer's location to resolve any Error in the Supported Products, EPAM may charge Customer for reasonable travel, meals and lodging expenses, alt of which shall be Reimbursable Expenses. Under such circumstances, EPAM may also charge Customer for actual costs for supplies and other expenses reasonably incurred by EPAM, which are not of the sort normally provided or covered by EPAM, provided that Customer has approved in advance the purchase of such supplies and the incurrence of such otner expenses.

3.4. **Exceptions.** EPAM shall have no responsibility under thfs Exhibit to resolve any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Supported Products (in whole or in part); (b) use of the Supported Products in an environment other than a Supported Environment; or tc) accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure or fluctuation of electric power, air conditioning or humidity control, failure of media not furnished by EPAM, excessive heating, fire or smoke damage, operation of the Supported Products with other media and hardware, software or telecommunication interfaces, or causes other than ordinary use consistent with the Documentation. EPAM need not provide any Support Products if Customer has not paid applicable Subscription Fees for such Support Services. Any corrections performed by EPAM for Errors shall be made, in EPAM's reasonable discretion, at EPAM's then-current time and material charges. EPAM will provide the Support Services only for the most current release and the one immediately preceding major release of the Platform. Notwithstanding anything to the contrary in the Terms and Conditions, (i) EPAM may cease providing Support Services for the Platform upon at least six (6) months advance notice to Customer of such cessation, and (ii) Support Services do not cover Third Party Products.

4. **UPDATES.** EPAM may provide Updates for any Supported Products as and when developed for general release in EPAM's sole discretion. Each Update will consist of a set of programs and files and wilt be accompanied by Documentation adequate to inform Customer of the material issues resolved and any material operational differences resulting from installing the Update. Unless otherwise agreed by the parties. Customer will be solely responsible for the installation of any Update for any Supported Products licensed or accessed by Customer in accordance with the Documentation and the installation instructions provided by EPAM to Customer for such Update. If Customer requests that EPAM install any such Update, such installation shall be professional services subject to a statement of work executed by the parties and shall not be part of the Support Services.

5. **WARRANTY.** Subject to Customer's payment of the Subscription Fees, EPAM warrants that any service levels or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. EPAM shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 5 (Warranty), perform again the Support Services that gave rise to the breach. The availability of any remedy for a breach of the warrant set forth in this Section S (Warranty) is conditioned upon Customer notifying EPAM in writing of such breach within 30 days following performance of the defective Support Services. specifying the breach in reasonable detail. The warranty set forth in this Section S (Warranty) is qualified in its entirety by, and subject to warranties and warranty disclaimers set forth in the Terms and Conditions.

6. **CUSTOMER RESPONSIBILITIES.** Only individuals who have been trained with respect to the Supported Products shall serve as the designated support contact with EPAM for the Support Services provided hereunder, Customer shall provide EPAM with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported Software are operating and to obtain the same access to the equipment as those of Customer's employees. EPAM will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment.

7. **LIMITATION ON REMEDIES.** The remedies set forth in this SaaS SLA shall be the Customer's sole and exclusive remedies with respect to EPAM exceeding the Unplanned Downtime Goal.

Exhibit B — On-Prem License Terms

This Exhibit B — On-Prem License Terms is subject to and made a part of the Master Produce and Services Agreement to which it is attached.

7.1. **DEFINITIONS**

1.1. **"Licensor"** is EPAM Systems, Inc. or its Affiliates.

1.2. **"Permitted Purpose"** means for You or Your Company's internal use.

1.3. **"Software"** is the software the Licensor makes available under this license, in this case AoS Cloud.

1.4. **"Use"** means anything You do with the Software requiring one of Your Licenses.

1.5. **"You"** or **"Your"** refers to the individual or entity agreeing to these terms.

1.6. **"Your Company"** is any legal entity, sole proprietorship, or other kind of entity or organization that You work for or otherwise represent, plus alt organizations that have control over, are under the control of, or are under common control with that organization. "Control" means ownership of substantially all the assets of an entity, or the power to direct its management and policies by vote, contract, or otherwise. Control can be direct or indirect.

1.7. **"Your Licenses"** are all the licenses granted to You and/of Your Company for the So1tware under this Exhibit B.

2. **ACCEPTANCE.** In order to be granted any license under these terms, You must agree to them as both strict obligations and conditions to alt Your Licenses.

3. **COPYRIGHT LICENSE.** The Licensof grants You a copyright license for the Software to do everything You might do with the Software that would otherwise infringe the Licensor's copyright in it for any Permitted Purpose. However, You may only make changes or new works based on the Software according to Section 4, and You may not distribute the Software.

4. **CHANGES AND NEW WORKS LICENSE.** The Licensor grants You an additional copyright license to make changes and new works based on the Software for any Permitted Purpose.

5. **PATENT LICENSE.** The Licensor grants You a patent license for the Software that covers patent claims the Licensor can license, or becomes able to license, that You would infringe by using the Software.

6. **FAIR USE.** You may have fair use rights for the Software under the law. These terms do not limit them.

7. **NO OTHER RIGHTS.** These terms do not allow You to sublicense or transfer any of your licenses to anyone else, or prevent the Licensor from granting licenses to anyone else. You are also not allowed to reverse engineer, reverse compile or disassemble the object code portion of the Software in case the Software is provided in the object code format. These terms do not imply any other licenses.

8. **PATENT DEFENSE.** If You make any written claim that the Software infringes or contributes to infringement of any patent, Your patent license for the Software granted under these terms ends immediately. If Your Company makes such a claim, Your patent license ends immediately for work on behalf of Your Company.

9. **VIOLATIONS.** The first time You are notified in writing that You have violated any of these terms, or done anything with the Software not covered by Your Licenses, Your Licenses can nonetheless continue if You come into full compliance with these terms, and take practical steps to correct past violations, within 30 days of receiving notice. Otherwise, all Your Licenses end immediately.

10. **NO LIABILITY.** The Software is being delivered to You "AS IS" and the Licensor, whether explicitly or implicitly, makes no warranty as to its use or performance. THE LICENSOR DQES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, MONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND THE LICENSOR WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF THESE TERMS OR THE USE OR NATURE OF THE SOFTWARE, UNDER ANY KIND OF LEGAL CLAIM.