Country-Specific Terms Addendum

The following Country-Specific Terms Addendum (this "**Addendum**") is made part of the agreement between Customer (as identified on the Quote) and Service Provider (as identified on the Quote) (the "**Master Agreement**"). For purposes of this Addendum, Customer is considered to be located in the country specified in the Quote. Capitalized terms used but not defined in this Addendum have the meanings assigned to them in the Master Agreement. To the extent there are any inconsistencies between the terms of this Addendum and the terms of the Master Agreement, this Addendum will prevail. This Addendum sets forth country-specific provisions that replace or supplement the equivalent provisions noted below when Customer is located in the countries identified in this Addendum).

CUSTOMERS BASED OUTSIDE THE UNITED STATES

The following terms apply to Customers based in any country outside of the United States:

1. **Dispute Resolution.** The following replaces any Section for "Dispute Resolution" in its entirety:

    1.1. <u>Negotiations.</u> Where there is a dispute, controversy, or claim arising under, out of, or relating to this Master Agreement, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.

    1.2. <u>Mediation.</u> Any dispute, controversy, or claim arising under, out of, or relating to this Master Agreement and any subsequent amendments of this Master Agreement, including its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, and any claims with respect to the validity of the mediation or arbitration agreement (hereinafter the "**Dispute**"), shall be submitted to mediation in accordance with the then-current WIPO Mediation Rules. The language to be used in the mediation will be English.

    1.3. <u>Arbitration.</u> To the extent that, any Dispute has not been settled pursuant to the mediation within sixty (60) days of the commencement of the mediation, it shall, upon the filing of a request for arbitration by either party, be referred to and finally determined by arbitration in accordance with the then-current WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of sixty (60) days, either party fails to participate or to continue to participate in the mediation, the Dispute shall, upon the filing of a request for arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The language to be used in the arbitral proceedings will be English. The award of the arbitrators will be accompanied by a statement of the reasons upon which the award is based.

    1.4. <u>Opportunity to Cure.</u> Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of the Master Agreement until and unless Service Provider has had an opportunity to cure any alleged breach. Customer agrees to provide Service Provider with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider will have sixty (60) days from Service Provider's receipt of Customer's notice to complete the cure.

    1.5. <u>Injunctive Relief.</u> The parties agree that it will not be inconsistent with their duty to mediate and/or arbitrate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, each have the right to initiate an action in any court of competent jurisdiction in order to request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.

2. **Governing Law; Venue.** The following provisions apply to the Governing Law and Venue:

    2.1. <u>Austria.</u> If Customer is located in Austria, the laws of Austria except for the UN Sale of Goods Law and any other conflict of law provisions of the international private laws, will govern any and all Disputes. Mediation will be held in Vienna, Austria.

    2.2. <u>France.</u> If Customer is located in France, the laws of France except for the UN Sale of Goods Law and any other conflict of law provisions of the international private laws, will govern any and all Disputes. Mediation will be held in Paris, France.

2.3. <u>Germany</u>. If Customer is located in Germany, the laws of Germany, except for the UN Sale of Goods Law and any other conflict of law provisions of the international private laws, will govern any and all Disputes. Mediation will be held in Munich, Germany.

2.4. <u>European Economic Area and Switzerland, excluding Austria, France and Germany.</u> If Customer is located in Switzerland or a European Economic Area Member State other than Austria. France, or Germany, the laws of England and Wales, except for the UN Sale of Goods Law and any other conflict of law provisions of the international private laws, will govern any and all Disputes. Mediation will be held at a convenient location in the country where Customer is located.

2.5. <u>Rest of the World</u>. If Customer is located outside of the United States, but not in Switzerland or the EEA, the laws of the State of New York, USA, except for the UN Sale of Goods Law and any other conflict of law provisions of the international private laws, will govern any and all Disputes. Mediation will be held at a convenient location in the country where Customer is located.

2.6. <u>Venue of Arbitration.</u> With respect to any arbitration, the place of the arbitration will be Geneva, Switzerland and the lex arbitri will be the laws of Geneva, Switzerland.

AUSTRIA

The following terms apply to Customers based in Austria:

1. **Limitation of Liability.** The following replaces any Section for "Limitation of Liability" in its entirety:

Service Provider will be liable for damages caused by willful misconduct and gross negligence according to the statutory provisions.

Service Provider will only be liable for losses caused by slight negligence in the case of an infringement of major contractual obligations. In this case, liability is limited to damages which are foreseeable or typical and the total liability for all such possible damages is limited to 20% of the total value of the contract which will be determined based on the product order form used to sell the product that was the cause of the damage. However, any liability for consequential damage and for loss of data is excluded.

If Service Provider is found to be liable, contributory negligence on the part of Customer is to be suitably taken into account, in particular if reports of errors have been insufficient or if data security is questionable. Data security is questionable if Customer has failed to take adequate precautions, if it has failed to implement the latest and most appropriate security techniques to combat external factors, in particular computer viruses.

The aforementioned liability restrictions do not apply in case of mandatory product liability or in case of personal injury or death.

2. **Warranties for Software.** The following replaces any Section for Warranties for Software in its entirety:

Within the framework of the legal provisions, Service Provider guarantees that the software, when used as agreed in this Master Agreement, corresponds with the user documentation valid and made available to Customer when the Master Agreement was signed.

The warranty period is twelve (12) months from the date of execution of the License Agreement.

The parties agree that the warranty claim of the Customer will comprise error remediation first. Should Service Provider fail to remedy a defect or directly related defect on several occasions, the Customer may demand a reduction in price, or if significant defects are not remedied, the Customer may choose to terminate an individual Quote (product order form) concluded on the basis of the Master Agreement and/or terminate the Master Agreement.

The Customer is obliged to cooperate in isolating defects. In particular, the Customer will provide Service Provider with verifiable documentation regarding the type and occurrence of deviations from the services described in the user documentation or other defects, and will explain the nature of the defect, its consequences and the circumstances under which it occurs. Service Provider shall then begin analyzing and remediating the defect or begin implementing a workaround to bypass the defect. To enable the solution of problems that are not reproducible in the system environment of Service Provider, the Customer can grant Service Provider the right of access to the system at the Customer's discretion. If such access is not granted, or is not granted to a sufficient extent as to be able to remediate the error, the Customer shall reimburse all costs associated with the travel and accommodation of the required Service Provider employees. If the defect is attributable to circumstances for which the Customer or a third party is responsible, the Customer is obliged to remunerate Service Provider for the services provided according to the currently applicable price list of Service Provider.

The warranty does not extend to defects caused by using the Software in a manner that does not adhere to the user documentation or the system requirements.

3. **Termination.** The following is added to the Section for Term and Termination:

Termination for cause will remain unaffected for both the Service Provider and Customer.

4. **Additional Restrictions.** The following is added to any Section for Additional Restrictions:

As an exception to the prohibitions in this Section, the Customer is entitled to decompile, reverse engineer and/or copy the Software when permitted by statutory law, if (i) such process is required to achieve interoperability with other programs or required to enable the designate use or correction of errors and (ii) Service Provider has not made available the information required for this within a reasonable period of time.

5. **Suggestions / Improvements to Software / Ownership.** The following is added to any Section for Suggestions / Improvements to Software or the Ownership Section:

In case the rights to suggestions or improvements or the Customer's rights to deliverables cannot be assigned by law, Customer hereby grants to Service Provider an irrevocable, unlimited, free of charge right to use such suggestions and improvements, including the right to grant sublicenses.

FRANCE

The following terms apply to Customers based in France:

A. <u>**Maintenance and Support Terms and Conditions – Professional Services Terms and Conditions**</u>

1. **Limitation of Liability.** The following replaces any Section for "Limitation of Liability" in its entirety:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, OR SERVICE PROVIDER AFFILIATES, OR ITS THIRD PARTY SERVICE PROVIDERS OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR OTHER ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, SERVICE PROVIDER AFFILIATES OR ITS THIRD PARTY SERVICE PROVIDERS OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, NEGLIGENCE, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

2. **Warranties.** The following replaces any Section for Warranties for Software in its entirety:

Service Provider warrants all services performed under this Master Agreement shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THIS MASTER AGREEMENT, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **Suggestions/Improvements to Software.** The following replaces any Section for "Suggestions/Improvements to Software" in its entirety:

Unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer (the "**Creations**") will be owned by Service Provider, and Customer hereby agrees to assign, free of charge, to Service Provider, for the duration of the intellectual property rights protection, worldwide, the rights to reproduce, to represent, to adapt, modify or translate the above mentioned Creations, in order to market said Creations for consideration or for free. Nothing in this Master Agreement will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of the services hereunder.

4. **Confidentiality.** The following replaces any Section for "Confidentiality" in its entirety:

Each party ("**Receiving Party**") agrees to keep confidential all technical, product, business, financial, and other information regarding the business and software programs of the other party ("**Disclosing Party**"), its affiliates, customers, employees, investors, contractors, vendors, and suppliers (the "**Confidential Information**"). For clarity, the term 'Confidential Information' does not include any personal data. Obligations with respect to personal data (if any) will be set forth in a separate written agreement between the parties. Receiving Party shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit, or otherwise convey any Confidential Information, in whole or in part, to any third party, except that each party may disclose any Confidential Information to its directors, officers, and employees (and in the case of Service Provider, to its Subcontractors, as

well) provided that such directors, officers, employees, or Subcontractors are bound by confidentiality conditions as restrictive as those contained herein. To the maximum extent permitted by applicable law, Receiving Party shall not, by authorized or unauthorized access, review, reverse engineer, disassemble, or decompile any Confidential Information. In the event of any reverse engineering and/or decompilation for the purpose of achieving interoperability that cannot be so prohibited, Receiving Party shall (i) notify Disclosing Party in writing in advance of any desired reverse engineering/decompilation, the purpose for which it needs to undertake such actions and details of the source code accessed; and (ii) work with Disclosing Party to determine whether other information Disclosing Party can provide will eliminate the need for such reverse engineering/decompilation. Except as provided hereunder, Receiving Party agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights and other intellectual property rights of the Disclosing Party and will not copy, duplicate, or in any manner reproduce any such copyrighted materials. Upon request of Disclosing Party or upon termination of this Master Agreement, the Receiving Party shall promptly deliver to the Disclosing Party any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including copies thereof) that are in its possession or control. Within seven (7) days of termination of this Master Agreement or upon request by the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party. If Confidential Information is destroyed rather than returned, the returning party shall certify such destruction. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, seek temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

5. **Late Payment Fees.** The following replaces any Section for "Late Payment Fees" in its entirety:

Late fees will be applied to all past due payments. Payments not received by Service Provider by the due date will bear interest at the interest rate applied by the European Central Bank for its most recent refinancing operations plus ten (10) points of percentage, together with a €40.00 gross amount corresponding to collection fees.

B. <u>**Software License Terms and Conditions – Software as a Service Terms and Conditions**</u>

1. **License Grant and right of use.** The following replaces any Section for "Perpetual License Grant" in its entirety:

License Grant. Any Software licensed hereunder shall be licensed pursuant to a separate Quote and will be so licensed upon full payment of applicable fees hereunder. As specifically stated in the Quote, each such license will be a worldwide, nonexclusive, nontransferable license and for the duration of the intellectual property rights protection, to use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein ("**Use**"). Web access for permitted third parties' Use will be defined in the applicable Quote if such access is to be permitted under this Master Agreement. The Software may only be Used on the hardware and software components, including client machines, servers, and internetworking devices within Customer's internal computer network at Customer's location.

2. **Additional Restrictions.** The following replaces any Section for "Additional Restrictions" in its entirety:

To the maximum extent permitted by applicable law, in no event shall Customer disassemble, decompile, or reverse engineer the Software or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling and reverse engineering include, without limitation: (i) converting the Software from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Software's operation and creating the original source code or any approximation thereof by, for example, studying the Software's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Software that could be construed to be reverse engineering, disassembling, or decompiling. In the event of any reverse engineering and/or decompilation for the purpose of achieving interoperability that cannot be so prohibited, Customer shall (i) notify Service Provider in writing in advance of any desired reverse engineering/decompilation, the purpose for which it needs to undertake such actions and details of the source code accessed; and (ii) work with Service Provider to determine whether other information Service Provider can provide will eliminate the need for such reverse engineering/decompilation. To the extent any such activity may be permitted pursuant to applicable law or written agreement, the results thereof will be deemed Confidential Information subject to the requirements of this Master Agreement. Customer may use Service Provider's Confidential Information solely in connection with the Software and pursuant to the terms of this Master Agreement.

3. **Late Payment.** The following replaces any Section for "Late Payment" in its entirety or any provision relating to late payment:

Late fees will be applied to all past due payments. Payments not received by Service Provider by the due date will bear interest at the interest rate applied by the European Central Bank for its most recent refinancing operations plus ten (10) points of percentage, together with a €40.00 gross amount corresponding to collection fees.

4. **Suggestions/Improvements to Software.** The following replaces any Section for "Suggestions/Improvements to Software" in its entirety:

Notwithstanding this Section and unless otherwise expressly agreed in writing, all suggestions, solutions,

improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer (the "**Creations**") will be owned by Service Provider, and Customer hereby agrees to assign, free of charge, to Service Provider, for the duration of the intellectual property rights protection, worldwide, the rights to reproduce, to represent, to adapt, modify or translate the above mentioned Creations, in order to market said Creations for consideration or for free. Nothing in this Master Agreement or the applicable Quote will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of any services hereunder.

5.   **Disclaimer of Warranties.** The following replaces any Section for "Disclaimer of Warranties" in its entirety:

EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL SOFTWARE, DOCUMENTATION, CONFIDENTIAL INFORMATION SERVICES AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE STATED IN THIS MASTER AGREEMENT, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.   **Disclaimer of Damages.** The following replaces any Section for "Disclaimer of Damages" in its entirety:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, SERVICE PROVIDER'S THIRD PARTY LICENSORS, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR OTHER ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL ARISING HEREUNDER.

GERMANY

The following terms apply to Customers based in Germany:

1.   **Limitation of Liability.** The following replaces any Section for "Limitation of Liability" in its entirety:

Service Provider will be fully liable in accordance with legal regulations for all damages resulting in the case of willful intent or gross negligence. The Customer shall bear the burden of proof that Service Provider has acted with willful intent or gross negligence.

For all other events, and in the case of liability for slight negligence, liability will only arise in the case of an infringement of major contractual obligations and is restricted to those damages that were foreseeable or typical and for all events of damages the liability is limited to 100% of the user fees for the last 12 months.

Any liability for consequential damage, lost profits, damages arising from claims of third parties, anticipated but lost savings and indirect damages are excluded to the extent permitted by law. In the event of a claim due to loss of data, Service Provider will only be liable if the software is run on the servers hosted by Service Provider and if the Customer cannot be blamed for contributory negligence.

The aforementioned liability restrictions do not apply in case of mandatory product liability or in case of personal injury or death.

2.   **Warranties for Software.** The following replaces any Section for Warranties for Software in its entirety:

Within the framework of the legal provisions, Service Provider guarantees that the Software, when used as agreed in Master Agreement, corresponds with the user documentation valid and made available to the Customer when the Master Agreement was signed.

The warranty period is twelve (12) months from the date of execution of the License Agreement.

The parties agree that the warranty claim of the Customer will comprise error remediation first. Should Service Provider fail to remedy a defect or directly related defect on several occasions, the Customer may demand a reduction in price, or if significant defects are not remedied, the Customer may choose to terminate an individual Quote (product order form) concluded on the basis of the Master Agreement and/or terminate the Master Agreement.

The Customer is obliged to cooperate in isolating defects. In particular, the Customer will provide Service Provider with verifiable documentation regarding the type and occurrence of deviations from the services described in the user documentation or other defects, and will explain the nature of the defect, its consequences and the circumstances under which it occurs. Service Provider shall then begin analysing and remediating the defect or begin implementing a workaround to bypass the defect. To enable the solution of problems that are not reproducible in the system environment of Service Provider, the Customer can grant Service Provider the right of access to the system at the Customer's discretion. If such access is not granted, or is not granted to a sufficient extent as to be able to remediate the error, the Customer shall reimburse all costs associated with the travel and accommodation of the required Service Provider employees. If the defect is attributable to circumstances for which the Customer or a third party is responsible, the

Customer is obliged to remunerate Service Provider for the services provided according to the currently applicable price list of Service Provider.

The warranty does not extend to defects caused by using the Software in a manner that does not adhere to the user documentation or the system requirements.

3.   **Termination.** The following is added to any Section for Term and Termination:

Termination for cause remains unaffected for both the Service Provider and the Customer.

4.   **Additional Restrictions.** The following is added to any Section for Additional Restrictions:

As an exception to the prohibitions in this Section, the Customer is entitled to decompile, reverse engineer and/or copy the Software when permitted by statutory law, if (i) such process is required to achieve interoperability with other programs or required to enable the designate use or correction of errors and (ii) Service Provider has not made available the information required for this within a reasonable period of time.

5.   **Suggestions / Improvements to Software / Ownership.** The following is added to any Section for Suggestions / Improvements to Software or the Ownership Section:

In case the rights to suggestions or improvements or the Customer's rights to Deliverables cannot be assigned by law, Customer hereby grants to Service Provider an irrevocable, unlimited, free of charge right to use such suggestions and improvements, including the right to grant sublicenses.

EUROPEAN ECONOMIC AREA AND SWITZERLAND

The following terms apply to Customers based in Switzerland or the European Economic Area except for Austria, France and Germany, where English law governs the Master Agreement:

1.   **Additional Restrictions.**

The following replaces any Section for "Additional Restrictions" in the License Agreement in its entirety:

Save in so far as the EU Software Directive 91/250/EEC (as amended from time to time and as implemented within each territory in the EU) permits, in no event shall Customer disassemble, decompile, or reverse engineer the Software or Confidential Information (as defined in Section 6 of this License Agreement) or permit others to do so. Disassembling, decompiling and reverse engineering include, without limitation: (i) converting the Software from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Software's operation and creating the original source code or any approximation thereof by, for example, studying the Software's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Software that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to the EU Software Directive 91/250/EEC and/or written agreement, the results thereof will be deemed Confidential Information subject to the requirements of this License Agreement. Customer may use Service Provider's Confidential Information solely in connection with the Software and pursuant to the terms of this License Agreement.

The following replaces any Section for "Additional Restrictions" in the SaaS Terms in its entirety:

Save in so far as the EU Software Directive 91/250/EEC (as amended from time to time and as implemented in each territory within the EU) permits, in no event shall Customer disassemble, decompile, or reverse engineer the Application or Confidential Information (as defined in these SaaS Terms) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Application from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Application by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Application's operation and creating the original source code or any approximation thereof by, for example, studying the Application's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Application that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to EU Software Directive 91/250/EEC and/or written agreement, the results thereof will be deemed Confidential Information subject to the requirements of these SaaS Terms. Customer may use Service Provider's Confidential Information solely in connection with the Application and pursuant to the terms of these SaaS Terms.

2.   **Payment.**

The following replaces any Section for "Late Payment" in the License Agreement in its entirety:

Any late payment will be subject to any costs of collection (including reasonable legal fees) and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

The following replaces any Section for "Fees" in the SaaS Terms in its entirety:

Customer shall pay Service Provider the fees indicated on the Quote. Unless otherwise provided in a Quote, all fees are to be paid to Service Provider within thirty (30) days of the date of invoice. Any late payment will be subject to any costs of collection (including reasonable legal fees) and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. If Customer has set up a direct debit, Service Provider shall not debit Customer's designated account before seven (7) days have elapsed from the date of the invoice. Complaints concerning invoices must be made in writing within thirty (30) days from the date of the invoice.

The following replaces any Section for "Late Payment Fees" in the Support Terms in its entirety:

Any late payment will be subject to any costs of collection (including reasonable legal fees) and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

3.   **Warranties.**

The following replaces any Section for "Disclaimer of Warranty" in the License Agreement in its entirety:

EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL SOFTWARE, DOCUMENTATION, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE STATED IN THIS LICENSE AGREEMENT, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE TERMS IMPLIED BY SECTIONS 3-5 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

The following replaces any Section for "Services Warranty" in the SaaS Terms in its entirety:

Service Provider warrants that all services performed hereunder shall be performed with reasonable skill and care. The following replaces any Section for "Disclaimer of Warranties" in the SaaS Terms in its entirety:

ANY AND ALL OF SOFTWARE, SERVICES, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE SAAS TERMS, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE TERMS IMPLIED BY SECTIONS 3-5 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

The following replaces any Section for "Warranty" in the Support Terms in its entirety:

Service Provider warrants all services performed under these Support Terms shall be performed with reasonable skill and care. EXCEPT AS OTHERWISE STATED IN THESE SUPPORT TERMS, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE TERMS IMPLIED BY SECTIONS 3-5 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

The following replaces any Section for "Warranty" in the Services Terms in its entirety:

Service Provider warrants that it has the right to enter into these Services Terms and that all Services performed under this Services Agreement shall be performed with reasonable skill and care. EXCEPT AS OTHERWISE STATED IN THESE SERVICES TERMS, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE TERMS IMPLIED BY SECTIONS 3-5 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

4.   **Limitation of Liability.**

The following replaces any Section for "Limitation of Liability" in the License Agreement in its entirety:

NOTHING IN THIS LICENSE AGREEMENT WILL LIMIT OR EXCLUDE THE SERVICE PROVIDER'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; AND (III) BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION).

SUBJECT TO THE AFOREMENTIONED CLAUSE, (I) UNDER NO CIRCUMSTANCES WHATSOEVER WILL THE SERVICE PROVIDER BE LIABLE TO THE CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OF PROFIT, OR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH THIS LICENSE AGREEMENT; AND (II) THE SERVICE PROVIDER'S TOTAL LIABILITY TO THE CUSTOMER IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THIS LICENSE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, WILL IN NO CIRCUMSTANCES EXCEED 150%

OF THE LICENSE FEES PAID BY THE CUSTOMER TO THE SERVICE PROVIDER FOR THE SOFTWARE, SERVICES, WHICH GAVE RISE TO SUCH DAMAGES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

The following replaces any Section for "Limitation of Liability" in the SaaS Terms in its entirety:

NOTHING IN THESE SAAS TERMS WILL LIMIT OR EXCLUDE THE SERVICE PROVIDER'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; AND (III) BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION).

SUBJECT TO THE AFOREMENTIONED CLAUSE, (I) UNDER NO CIRCUMSTANCES WHATSOEVER WILL THE SERVICE PROVIDER BE LIABLE TO THE CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OF PROFIT, OR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH THESE SAAS TERMS; AND (II) THE SERVICE PROVIDER'S TOTAL LIABILITY TO THE CUSTOMER IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THESE SAAS TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, WILL IN NO CIRCUMSTANCES EXCEED 150% OF THE FEES PAID BY THE CUSTOMER TO THE SERVICE PROVIDER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.

The following replaces any Section for "Limitation of Liability and Damages Disclaimer" in the Support Terms IN its entirety:

NOTHING IN THESE SUPPORT TERMS WILL LIMIT OR EXCLUDE THE SERVICE PROVIDER'S LIABILITY FOR: DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; AND (III) BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION).

SUBJECT TO THE AFOREMENTIONED CLAUSE, (I) UNDER NO CIRCUMSTANCES WHATSOEVER WILL THE SERVICE PROVIDER BE LIABLE TO THE CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OF PROFIT, OR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH THESE SUPPORT TERMS; AND (II) THE SERVICE PROVIDER'S TOTAL LIABILITY TO THE CUSTOMER IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THESE SUPPORT TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, WILL IN NO CIRCUMSTANCES EXCEED 150% OF THE FEES PAID BY THE CUSTOMER TO THE SERVICE PROVIDER FOR THE MAINTENANCE AND SUPPORT SERVICES WHICH GAVE RISE TO SUCH DAMAGES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

The following replaces any Section for "Limitation of Liability" in the Services Terms in its entirety:

NOTHING IN THESE SERVICES TERMS WILL LIMIT OR EXCLUDE THE SERVICE PROVIDER'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; AND (III) BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION).

SUBJECT TO THE AFOREMENTIONED CLAUSE, (I) UNDER NO CIRCUMSTANCES WHATSOEVER WILL THE SERVICE PROVIDER BE LIABLE TO THE CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OF PROFIT, OR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH THESE SERVICES TERMS; AND (II) THE SERVICE PROVIDER'S TOTAL LIABILITY TO THE CUSTOMER IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THESE SERVICES TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, WILL IN NO CIRCUMSTANCES EXCEED 150% OF THE FEES PAID BY THE CUSTOMER TO THE SERVICE PROVIDER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

5. **Contract (Rights of Third Parties) Act 1999.** The following Section shall be inserted into the "Miscellaneous" Section within the License Agreement, SaaS Terms, Services Terms and Support Terms:

No one other than a party to this Master Agreement, their successors and permitted assignees, will have any right to enforce any of its terms.