

## **Information Technology Support and Advisory (ITSA) Services Agreement**

This ITSA services agreement (Agreement) applies to ITSA services described in an order placed by you (Client) and accepted by Unisys (ITSA Services) ((Order)). Unisys may change the terms of this Agreement at any time by posting revised terms at <https://www.unisys.com/client-contract-terms/>. Changes are not retroactive and apply only to new orders and renewals executed after the posting date of the change. Unless the Order states otherwise, "Unisys" means (i) Unisys Corporation for ITSA Services delivered in the United States, (ii) Unisys Europe Limited for ITSA Services delivered in the European Union, and (iii) the Unisys subsidiary that normally does business in the country where the ITSA Services are performed for ITSA Services performed in all other countries.

**1. ITSA Services.** Unisys will provide the ITSA Services to assist Client in support of Client's projects, subject to availability of qualified personnel and the difficulty and scope of the requested services. Client is responsible for its compliance with and interpretation of all laws and requirements affecting its business, including any applicable deadlines for compliance; for determining objectives and obtaining desired results. The ITSA Services do not constitute legal advice. Client shall provide information that is current and correct and ready access to Client's staff and resources as are necessary to the provision of the ITSA Services.

**2. Personnel.** Unisys may assign, reassign and substitute its personnel (who may be employees or contractors of Unisys or Unisys subsidiaries) at any time and may provide the same or similar services and materials to other clients. Client shall not, without the prior written consent of Unisys, solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any Unisys personnel during their participation in the ITSA Services or during the twelve (12) months after their ITSA Service ends.

**3. Termination.** Unisys or Client may terminate the Agreement if the other party fails to cure a material breach under this Agreement within 30 days of written notice. Any terms of the Agreement that by their nature extend after the end of the Agreement will remain in effect until fulfilled.

**4. Client Information.** Client agrees to provide information, data, software access or use and documentation ("Client Information") and access to its facilities and other resources at no cost to Unisys as reasonably required for Unisys to perform ITSA Services, subject to Client's security rules. Client promises it has the right to use and allow Unisys to use the Client Information and will protect and hold Unisys harmless against any third party claims based on the absence of any of these rights.

### **5. Confidential Information and Access to Systems.**

Unisys and Client (each a Receiving Party) agree not to (i) disclose any information confidential to the other party, the (Disclosing Party) ((Confidential Information)) to any third party other than to the Receiving Party's affiliates and contractors under written obligations of confidentiality, (ii) copy any Confidential Information unless required for the performance of the Services or requested to do so by the Disclosing Party, or (iii) use Confidential Information other than solely for the benefit of the Disclosing Party. The Receiving Party will use reasonable measures to protect Confidential Information provided by the Disclosing Party from unauthorized use or disclosure. The Disclosing Party will use reasonable efforts to mark or otherwise identify its Confidential Information at the time of disclosure, provided that all personal information and any information in Client systems will be presumed confidential. The obligations in this paragraph shall not apply to Confidential Information: (1) already known by or available to a Receiving Party or its affiliates at the time of disclosure; (2) independently generated by a Receiving Party or its affiliates and not derived from the Confidential Information supplied by the Disclosing Party; (3) publicly known or available, except as the result of the Receiving Party's unauthorized disclosure; (4) disclosed to Receiving Party or its affiliates without a similar restriction by a third party; (5) made available by the Disclosing Party to a third party without a similar restriction; or (6) required to be disclosed by a Receiving Party or its affiliates by law, regulation, court order or other legal process. Support, diagnostic, analytical or other tools, software, documentation, diagrams, specifications, schematics, processes, templates, and blueprints that Unisys uses, stores, or provides to Client to assist Unisys in delivering the Services (collectively, "Unisys Tools") are Unisys Confidential Information and will be used only by Unisys personnel. Unisys may remove Unisys Tools at

will and Client gives Unisys permission and access to Client's site to do so.

If access to Disclosing Party's systems or networks is provided to the Receiving Party, the information made available for such access shall be considered Confidential Information of the Disclosing Party. The Receiving Party shall (i) direct its personnel not to attempt to break security systems or to obtain access to any programs or data beyond the scope of the access rights granted and not to conduct any activity using issued login-ids, passwords, keys or other access credentials ("Access Credentials") contrary to applicable laws and regulations, including without limitation those relating to US and other applicable export, import and sanctions laws, and the terms of use embedded into the systems and network; and (ii) if access has been granted to named individuals through the issuance of Access Credentials, restrict access to such individuals, direct them not to share or transfer Access Credentials with anyone, and immediately notify Disclosing Party if an individual authorized to access the systems and network is no longer an employee or no longer requires access to the systems and networks. Without limiting any of its other rights, Disclosing Party may restrict, monitor, or terminate access to its systems and network at any time.

**6. Ownership and Licensing.** Upon full and final payment to Unisys:

a. Client owns the copyright in the ITSA Services' work product with the exclusion of Unisys Works and any modifications or enhancements to or derivatives of such works. Unisys Works are ideas, concepts, know-how, procedures, processes, techniques, templates, models, tools, utilities, routines or blueprints, software and any works for authorship or other intellectual property delivered to Client as part of the work product that (i) are pre-existing or independently created, or (ii) are not specific to Client and applicable to one or more Unisys solutions or service offerings, are of general purpose use, or represent a generally applicable solution to a technical or operational issue, including for standard commercially available software programs.

b. Unisys grants Client an irrevocable, nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works embedded in the ITSA Services' work product solely as part of and not separate from such work product.

**7. Invoicing and Payment.** Unisys will invoice Client in local currency as the ITSA Services are performed and any other applicable charges (including charges for applicable taxes and travel and lodging) as incurred. Client will pay no later than 30 days from the invoice date. Unisys may suspend ITSA Services and impose a late payment charge in accordance with applicable law if Client fails to timely pay. Prices are exclusive of all taxes. Client will pay any tax Unisys becomes obligated to pay (including all sales tax, use tax, value added tax, withholding tax, personal property or similar tax or government charge) by virtue of this Agreement, excluding taxes based on Unisys' net income.

**8. Warranty** Unisys sole warranty for the ITSA Services is that it will provide the ITSA Services using commercially reasonable care and skill and as described in the applicable order.

**9. Limitation of Liability.**

**(A) IN NO EVENT WILL UNISYS, ITS RESELLERS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE IN CONNECTION WITH THIS AGREEMENT OR THE ITSA SERVICES FOR ANY (I) CONSEQUENTIAL, INDIRECT, EXEMPLARY, ENHANCED, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; (II) LOST PROFITS, LOSS OF USE OR LOSS OF ANTICIPATED SAVINGS OR REVENUE (WHETHER DIRECT OR INDIRECT); (III) DAMAGE TO OR LOSS OF DATA; OR (IV) LOSS OF GOODWILL, REPUTATION OR OTHER DIMINUTION IN THE VALUE OF THE CLIENT'S BUSINESS, IN EACH CASE WHETHER OR NOT FORESEEABLE; AND**

**(B) TO THE GREATEST EXTENT PERMITTED BY LAW AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, WARRANTY OTHERWISE, THE TOTAL AGGREGATE LIABILITY OF UNISYS, ITS RESELLERS, SUPPLIERS AND SUBCONTRACTORS WILL NOT EXCEED THE CHARGES PAID UNISYS UNDER THIS AGREEMENT FOR THE ITSA SERVICES THAT ARE THE SUBJECT OF THE CLAIM DURING THE 12 MONTHS BEFORE THE CLAIM.**

**10. Compliance with Laws.** Unisys and Client shall each comply with applicable laws, including without limitation, applicable data protection and privacy laws and U.S. and other applicable country import and export control and sanctions laws. Client acknowledges that Unisys is a U.S. based enterprise. Without limiting its obligations under this Section, Client shall not use the ITSA Services in support of

activities that involve a jurisdiction, state, government, entity, or individual that is the subject of sanctions or prohibitions under U.S. sanctions laws, executive orders, import, export or other regulations, and the activity is not authorized by a general or specific license from the applicable U.S. government entity.

**11. Assignment, Subcontracting.** Neither party will assign its rights and obligations under this Agreement other than to an affiliate or successor in interest, except that Unisys may subcontract services and assign its rights to receive payments under this Agreement.

**12. Governing Law & Disputes.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania if Unisys Corporation is the contracting entity, the Province of Ontario if Unisys Canada is the contracting entity, and the country of the Unisys contracting entity for ITSA Services contracted by all other Unisys entities, all without regard to the forum's choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration, which will be mandatory and binding for Unisys and Client. Arbitration shall be conducted before a single arbitrator and, if Client is not a US person or entity, administered by the International Centre for Dispute Resolution in accordance with the provisions of its International Arbitration Rules or, if Client is a US person or entity, administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitrator will have no authority to award punitive damages. The place of arbitration shall be the major city closest to the main offices of the defendant. The

costs of the arbitration will be borne equally by Unisys and Client. Each party will bear its own internal expenses and attorney's fees and expenses and the arbitrator will have no authority to award any such expenses or fees. Nothing in this section will preclude, delay, or affect recourse to a court of competent jurisdiction by Unisys or Client: (i) to compel arbitration or enforce an arbitration award; (ii) to seek temporary equitable relief; (iii) to recover specific property; or, (iv) for a suspected violation of its intellectual property rights. No action arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued, except for any action by either party for a suspected violation of its intellectual property rights.

**13. Miscellaneous.** Neither party will be liable for failure to fulfill its obligations (other than for payment of monies when due) when due to causes beyond its reasonable control. Any failure or delay by either party in exercising any right or remedy will not be a waiver. Each provision of this Agreement is severable.

**14. Entire Agreement.** This Agreement and any Orders are the entire agreement between the parties for the ITSA Services and supersede all prior related proposals, agreements and other communications between the parties and any pre-printed terms on a purchase order. Orders may only vary the terms of this Agreement if the changes are specifically identified and the Order is signed by an authorized representative of Unisys and Client.