

CUSTOMER AGREEMENT FOR SAMSUNG SDSI PRODUCTS AND SERVICES

This Customer Agreement (“**Customer Agreement**”) is between Samsung SDS India Pvt. Ltd. (“**Samsung SDSI**”) and “**Customer**” and consists of these General Terms and Schedules. By signing up the Ordering Documents and/or otherwise accessing any of the products or services offered by Samsung SDSI, you agree to be bound by the terms of this Customer Agreement. This Agreement shall become effective as of the signing date of the Ordering Documents.

GENERAL TERMS

1. DEFINITIONS

1.1 “**Marks**” means all trademarks, service marks, trade names, logos, or other words or symbols, identifying the Software or Samsung SDSI’s business.

1.2 “**Ordering Document**” means the commercial document that contains terms specific to the Transaction (*e.g.*, price, Product descriptions, statements of work, quantity, delivery dates).

1.3. “**Product(s)**” means equipment and/or Software provided by Samsung SDSI to Customer under this Customer Agreement.

1.4 “**Schedule**” refers to each Schedule (*i.e.*, Schedule SW - Software, Schedule H - Hardware, Schedule S –Services) to these General Terms (together, the “**Schedules**”) that contains terms and conditions applicable to the particular type of Product and/or Services to be delivered and/or performed.

1.5 “**Services**” means the services to be performed by Samsung SDSI for Customer under this Customer Agreement.

1.6 “**Taxes**” means any tax, levy or similar governmental charge that may be assessed by any jurisdiction on any amounts due under this Agreement, including tariffs, customs fees, VAT, GST, consumption, sales and use taxes.

1.7 “**Transaction**” means one or more transactions (together, the “**Transactions**”) entered into by the parties for Products and/or Services through the execution of Ordering Documents.

2. INTRODUCTION; AGREEMENT STRUCTURE

2.1 These General Terms are part of the Customer Agreement. The Schedule(s) for supplemental terms attached to these General Terms are part of these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule.

2.2 The Schedules attached to, or that incorporate by reference, these General Terms, set forth the supplemental terms and conditions that apply specifically to certain types of Samsung SDSI’s offerings which may be different than, or in addition to, these General Terms.

2.3 These General Terms, together with the applicable Schedules, will provide the terms and conditions that will govern Transactions that may be entered into between Samsung SDSI and Customer for the purchase, license or lease, as the case may be, of Products and/or for the provision of Services.

2.4 To enter into a Transaction for Products and/or Services, the parties will execute an Ordering Document to the applicable Schedule. Multiple Ordering Documents may be executed under a single Schedule. For added clarity, to be valid, an Ordering Document incorporates the terms of the applicable Schedule and these General Terms of this Customer Agreement.

3. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

3.1 All fees payable to Samsung SDSI are due within thirty (30) days from the invoice date. All amounts payable by Customer to Samsung under this Agreement are exclusive of any Taxes. Customer will pay all Taxes, except solely to the extent it provides Samsung SDSI with a certificate of exemption to avoid or reduce the Taxes, which is accepted by the applicable taxing authority. For the avoidance of doubt, Customer will not be required to pay or reimburse Samsung SDSI for any taxes based upon the net worth, capital, or net income of Samsung SDSI.

3.2 Customer shall pay or reimburse Samsung SDSI for (i) travel and living expenses, and (ii) any other out-of-pocket expenses incurred in connection with the performance of this Customer Agreement provided such expenses are approved in advance in writing or are part of a budget approved in advance in writing.

3.3 Customer will pay all amounts due to Samsung SDSI pursuant to this Customer Agreement by check delivered at Samsung SDSI's offices as set forth in this Customer Agreement or as otherwise notified by Samsung SDSI. Any late payment will accrue interest at the lesser of (i) one and one half percent (1.5%) per month, and (ii) the maximum interest allowable under applicable law. Customer will pay interest upon remitting the principal amount to Samsung SDSI.

4. ORDER OF PRECEDENCE

It is expressly agreed that the terms of the Customer Agreement and any Ordering Document shall supersede the terms in any Customer purchase order, Customer procurement internet portal, or any other similar non-Samsung SDSI document, and no terms included in any such purchase order, portal or other non-Samsung SDSI document shall apply to the Products or Services ordered. In the event of inconsistencies between the terms of the documents of which the Customer Agreement consists, the following order of precedence shall be, in decreasing order of precedence: Ordering Document(s), Schedules, and General Terms. The Customer Agreement and Ordering Documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of Customer and of Samsung SDSI.

5. MARKS

As between Samsung SDSI and Customer, all Marks are and will remain the exclusive property of Samsung SDSI or its licensors, whether or not specifically recognized or perfected under the laws of the territory. Unless otherwise specifically provided under this Customer Agreement, Customer shall not acquire any right in the Marks. Customer will not register, directly or indirectly, any trademark, service mark, trade name, company name, Internet domain name, or other proprietary or commercial right, that is identical or confusingly similar to a Mark, or constitutes a translation of a Mark. Customer will not use the Marks for any purpose without Samsung SDSI's prior written consent.

6. NONDISCLOSURE

6.1 If a party discloses its Confidential Information to the other party under this Customer Agreement, for purposes of this Section (Nondisclosure), the disclosing party shall be referred to as the "**Disclosing Party**" and the receiving party shall be referred to as the "**Receiving Party**". "**Confidential Information**" shall mean the Disclosing Party's confidential information, including, but not limited to, information concerning

the Disclosing Party's products, services, sales, performance, plans, strategies, customers, finances, human resources, processes, management, contracts, project documentation, software and hardware, technical data, drawings, schematics, know-how, idea, inventions (whether patentable or not), and the same information types of its parent and/or affiliated companies, and subsidiaries, as may be appropriate, and any third party proprietary information given to the Receiving Party by or through the Disclosing Party that would otherwise fall under this definition. Confidential Information may be disclosed in writing, orally or in other tangible or intangible form, and must be either marked, otherwise identified as confidential or proprietary, or be information which ought to be considered confidential or proprietary based on its nature or from the circumstances surrounding its creation or disclosure. The Products, any documents, Product updates, or other materials or documents provided to Customer pursuant to this Customer Agreement and an Ordering Document, and this Customer Agreement and its contents, shall be considered Samsung SDSI's Confidential Information. Confidential Information covered by this Section (Nondisclosure) shall also include Confidential Information belonging to the Disclosing Party but disclosed by the Disclosing Party's parent, affiliated companies, employees, consultants, and agents (collectively, "**Representatives**") on behalf of the Disclosing Party.

6.2 The Receiving Party shall hold and keep in confidence, and protect from unauthorized disclosure or use, all Confidential Information of the Disclosing Party, using the same means it uses to hold in confidence, and protect, its own Confidential Information, but in no event using less than reasonable care. The Receiving Party shall make use of the Confidential Information only for the purpose of performing its obligations under this Customer Agreement. The Receiving Party shall not disclose Confidential Information, whether directly or indirectly, to any third party without prior written approval of the Disclosing Party. However, the Receiving Party may grant access and disclose the Confidential Information of the Disclosing Party only to those of its Representatives on a "need to know" basis provided each such Representative is subject to written obligations of confidentiality, non-disclosure, and use restrictions, substantially as restrictive than those contained herein, and that are applicable, by their own terms, to the Disclosing Party's Confidential Information that is so disclosed to any such Representatives. The Receiving Party shall be liable for all acts and omissions of such Representatives. Each Receiving Party shall be responsible for any breach of the terms of this Customer Agreement by any of its Representatives and shall take all commercially reasonable measures (including, but not limited to, court proceedings in the appropriate circumstances) to restrain such Representatives from unauthorized disclosure or use of the Confidential Information of the Disclosing Party.

6.3 Confidential Information shall not include any information which:

- (i) is made public by the Disclosing Party, or is in the public domain otherwise than as a result of a breach of this Customer Agreement;
- (ii) was in the possession of the Receiving Party without an obligation of confidentiality before its receipt of the Confidential Information whether directly or indirectly from the Disclosing Party, as evidenced by the Receiving Party's written records;
- (iii) is disclosed to the Receiving Party in good faith by a third party who had a lawful right to make such disclosure without breach of any confidentiality obligation; or
- (iv) is independently developed by Receiving Party without use of the Confidential Information as evidenced by the Receiving Party's written records.

6.4 Upon request by and at the election of the Disclosing Party at any time, the Receiving Party shall within fifteen (15) days from the date of such request return or destroy all Confidential Information of the Disclosing Party and all documents containing any such Confidential Information and any and all copies or extracts thereof. The Receiving Party shall also, at the same time, remove and delete all electronic copies of such Confidential Information from all storage media and furnish written verification of complete removal and deletion to the Disclosing Party.

6.5 The Receiving Party agrees and acknowledges that the Confidential Information of the Disclosing Party constitutes valuable proprietary information for which there may be no adequate remedy at law for any breach of the obligation under this Section (Nondisclosure), which breach may result in irreparable harm to

the Disclosing Party. The Receiving Party therefore agrees that upon any such breach or threatened breach of the provisions of this Customer Agreement, the Disclosing Party shall be entitled, in addition to any other remedies it may have at law or in equity, to obtain injunctive, prohibitory or other urgent relief against such breach or threatened breach and the Receiving Party and its Representatives shall not plead as a defense to such action by the Disclosing Party that the Disclosing Party has an adequate remedy or other remedies at law.

6.6 Notwithstanding anything else in this Section (Nondisclosure) and to the minimum extent legally required, the Receiving Party may disclose Confidential Information to the extent required by law, or by a valid order of any governmental or applicable regulatory body, provided that the Receiving Party shall promptly provide the Disclosing Party with written notice of such order prior to such disclosure (unless prohibited by such law or order) so as to afford the Disclosing Party reasonable opportunity to oppose such disclosure, or obtain a protective order, and the Receiving party shall provide reasonable assistance to the Disclosing Party in connection with the Disclosing Party's efforts to obtain such a disclosure limitation or protective order. Confidential Information disclosed pursuant to this Subsection shall itself be considered Confidential Information.

7. TERMINATION

7.1 Either party will have the right to terminate this Customer Agreement if the other party (i) breaches a material term of the Customer Agreement and fails to correct the breach within thirty (30) days of written notice that describes the breach in reasonable detail, or (ii) ceases to conduct business in the normal course, is declared insolvent, undergoes any procedure for the suspension of payment, makes a general assignment for the benefit of creditors, or a petition for bankruptcy, reorganization, dissolution, or liquidation is filed by or against it.

7.2 Samsung SDSI may terminate this Customer Agreement upon written notice to Customer in the event that Customer breaches Section 6 (Nondisclosure) of these General Terms or for such other reason as may be set forth in a Schedule.

7.3 Upon the expiration or termination of this Customer Agreement for any reason, all rights granted to Customer hereunder will immediately cease, and Customer will promptly comply with the termination obligations specified below and otherwise cooperate with Samsung SDSI to terminate relations in an orderly manner:

- (i) Customer must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products and Services ordered under this Customer Agreement plus related Taxes;
- (ii) Customer will, at Samsung SDSI's option, destroy or deliver to Samsung SDSI or its designee all items within Customer's possession or control that contain any Samsung SDSI Confidential Information or bear a Mark associated with the license granted hereunder, except to the extent that retention of any such materials is required by law; and
- (iii) Customer will, at Samsung SDSI's option, deliver to Samsung SDSI a certificate, executed by an officer of Customer, on which Samsung SDSI may rely, which certifies that Customer has complied with all of its termination obligations set forth in this Customer Agreement.

7.4 Provisions that survive termination or expiration of this Customer Agreement include Section 6 (Nondisclosure) of these General Terms, those Sections as set forth in a Schedule, and others which by their nature are intended to survive.

7.5 END OF LIFE/SUPPORT Samsung SDSI may, at its sole discretion, declare any Product and/or Services to be end of life, or discontinue sale of any Product or provision of any Services, including but not

limited to, technical support services (“End of Life”). In the event of any such End of Life, Samsung SDSI shall give Customer at least ninety (90) days advance written notice thereof.

8. MISCELLANEOUS

8.1 FORCE MAJEURE Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license and permit); or other events outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Services and the affected Ordering Document upon written notice. This Section (Force Majeure) does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer’s obligation to pay for Products and Services ordered or delivered.

8.2 LANGUAGE Customer agrees that the English language has been elected to express the terms of the Customer Agreement and the English version shall be deemed to be the original. The English language Customer Agreement may be translated into other language for purpose of convenience, but in the event of a dispute between the English version and the translated version, the English version shall prevail.

8.3 GOVERNING LAW AND JURISDICTION The Customer Agreement is governed by the substantive and procedural laws of India India and Customer and Samsung SDSI agree to submit all disputes to the exclusive jurisdiction of, sole arbitrator to be appointed by SDSI .The venue of Arbitration shall be the New Delhi and all proceedings shall be carried under the provisions of Arbitration and Conciliation Act 1996

8.4 NOTICES All notices and consents required to be given or made by the parties shall be deemed properly made if sent by nationally recognized (recognized in the country of the sending party) overnight courier or certified mail (return receipt requested) to the addresses set forth on this Customer Agreement or such other address as a party may designate to the other party in writing.

8.5 ASSIGNMENT Customer may not assign, delegate, sub-contract, or otherwise transfer this Customer Agreement, or any rights or obligations under it, or give or transfer Products or any Services or an interest in them to another individual or entity without Samsung SDSI’s prior written approval. Any attempt to do so without Samsung SDSI’s prior written approval shall be void.

8.6 INDEPENDENT CONTRACTOR Samsung SDSI and Customer are independent parties. Nothing in this Customer Agreement will be construed to make either party an agent, employee, franchisee, joint venture, or legal representative of the other party. Except as otherwise provided in this Customer Agreement, neither party will either have, or represent itself to have, any authority to bind the other party or act on its behalf. Customer and Samsung SDSI each will be responsible for paying their own employees, including employment related taxes and insurance.

8.7 SEVERABILITY If any provision of this Customer Agreement is held to be invalid or unenforceable, it shall either be (a) reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances or (ii) of the remaining provisions hereof under all circumstances, or (b) if such reformation is not possible, severed from this Customer Agreement and the remainder of this Customer Agreement shall continue in full force and effect.

8.8 STATUTE OF LIMITATION Except for actions for nonpayment or breach of Samsung SDSI’s proprietary rights, no action, regardless of form, arising out of or relating to the Customer Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

8.9 CONSTRUCTION Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and shall not affect the interpretation

or construction of this Customer Agreement. Whenever the terms “including” or “include” are used in this Customer Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase “but not limited to” or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

8.10 COUNTERPARTS This Customer Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement. Facsimile signatures (including electronically transmitted signatures in a fixed and unmodifiable format (*e.g.*, a content modification protected PDF), shall have the same effect as their originals.

8.11 REMEDIES Except as expressly provided to the contrary herein, all remedies set forth in this Customer Agreement are the sole and exclusive remedy.

9. ENTIRE AGREEMENT

The Customer Agreement is the complete agreement for the Products and/or Services ordered by Customer and supersedes all prior or contemporaneous agreements regarding such Products and Services.

SCHEDULE SW – SOFTWARE

SOFTWARE SCHEDULE

(This Software Schedule is intended to be attached to the General Terms.)

This Software Schedule (this “**Software Schedule**”) is a Schedule to the General Terms of the Customer Agreement and all such terms shall apply to Software ordered by a Customer under an Ordering Document to this Software Schedule. This Software Schedule along with the General Terms shall automatically terminate in the event the Customer Agreement is terminated; provided, however, that termination of an Ordering Document shall not amend or modify any of the terms, provisions, rights or obligations under any other Ordering Document to this Software Schedule and such other Ordering Document(s) will remain in full force and effect according to the terms thereof.

Each reference to an Ordering Document shall mean the applicable Ordering Document. Samsung SDSI and Customer may, from time to time, enter into additional Ordering Documents under this Software Schedule, and each such additional Ordering Document shall be sequentially numbered (e.g., Ordering Document A-2, A-3, A-4, etc.). All Ordering Documents must be signed by the authorized representatives of both parties to be effective. No Ordering Document subsequent to any previous Ordering Document shall affect any previous Ordering Document, unless expressly stated to the contrary in such subsequent Ordering Document.

1. DEFINITIONS

1.1(a) “**Separate Terms**” refers to separate license terms that are specified in the Software Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.1(b) “**Separately Licensed Third Party Technology**” refers to third party technology that is licensed under Separate Terms and not under the terms of the Customer Agreement.

1.1(c) “**Software**” refers to (a) the software owned or distributed by Samsung SDSI that Customer has ordered under an Ordering Document, (b) Software Documentation and (c) any Software updates acquired through Technical Support.

1.1(d) “**Software Documentation**” refers to the Software user manual and Software installation manuals, in human- or machine-readable format, in any medium. Software Documentation may be delivered with the Software and/or made available to Customer by Samsung SDSI. Software Documentation shall include any updated Software Documentation that Samsung SDSI provides with updates.

1.1(e) “**Technical Support**” consists of technical support Services for the Software and is described in this Software Schedule and the Software Technical Support Policy attached to the Ordering Document.

1.2 Capitalized terms used but not defined in this Software Schedule have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Subject to Customer’s compliance with this Customer Agreement and the Software Documentation, Samsung SDSI hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-assignable, non-transferable, personal, royalty free, limited right, without right of sublicense, to use the Software for up to the number of licenses and for the license type (term) specified in the Ordering Document, solely for Customer’s own internal business operations.

2.2 The license granted to Customer for the Software is subject to the applicable licensing metrics, licensing rules and license type (term) designation set forth in the Ordering Document.

2.3 Unless otherwise specified in the Ordering Document, Customer may only make one (1) copy of the Software for each Software license, and its Software media, licensed by Customer under this Software Schedule for use by such Customer. Subject to the terms and conditions of this Software Schedule, Customer may use, copy and distribute Software Documentation intended for distribution to Customer’s end users in connection with its permitted use of the Software.

2.4 The Software is licensed solely in machine-readable object code format. All rights not expressly granted to Customer are retained by Samsung SDSI.

3. RESTRICTIONS

3.1 Customer may only use the Software as expressly permitted under this Software Schedule, including the applicable Ordering Document in effect, and in compliance with the Software Documentation. Customer may not:

- a. remove or modify any Software markings or any notice of Samsung SDSI's or its licensors' proprietary rights;
- b. make the Software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Software license Customer has acquired);
- c. use the Software in combination with any hardware, programs, or data unless Customer has obtained or otherwise possess sufficient rights with respect to such hardware, programs, or data to enable such combination;
- d. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Software); or
- e. disclose results of any Software benchmark tests without Samsung SDSI's prior written consent.

3.2 Unless otherwise expressly set forth in this Software Schedule, Customer will not: (a) use the Software on a time-sharing, service bureau, remote job entry, or other multiple user basis; (b) distribute, provide or otherwise make the Software available to any third party, in whole or in part, through any medium or process; or (c) if applicable, install the Software on a network or other multi-user computer system in a manner that would make the Software available to a number of persons in excess of the permitted number of end users.

4. TECHNICAL SUPPORT

4.1 Technical Support may be provided to Customer by Samsung SDSI, or a Samsung SDSI authorized reseller, for the Software. Technical Support also includes Software maintenance to the extent set forth in the Technical Support policies. Customer agrees to cooperate with Samsung SDSI and provide the access, resources, materials, personnel, information and consents that Samsung SDSI may require in order to perform the Technical Support. The Technical Support policies are incorporated by reference into this Software Schedule and are subject to change at Samsung SDSI's discretion, however, Samsung SDSI Technical Support policy changes will not result in a material reduction in the level of Technical Support services provided for supported Software during the period for which fees for Technical Support have been paid. A copy of the current version of the Technical Support policy can be accessed at <https://www.samsungSDSI.com/us/en/support/contracts/generic-tc.html>

4.2 Technical Support is effective upon the Software license Commencement Date unless otherwise stated in Customer's Ordering Document.

4.3 If Customer decides to purchase Technical Support for any Software within a Software set licensed by Customer under a single Ordering Document, Customer is required to purchase Technical Support at the same level for all Software within that Software set. If Customer decides not to purchase Technical Support for a Software, Customer may not update such unsupported Software with updates or new versions of the Software that are provided by Samsung SDSI for the Software for which Technical Support has been purchased.

5. DELIVERY AND INSTALLATION

5.1 Customer is responsible for installation of the Software.

5.2 If ordered, Samsung SDSI will deliver the tangible media to the delivery address specified on the applicable Ordering Document. Customer agrees to pay applicable media and shipping charges.

6. PRICING, INVOICING AND PAYMENT OBLIGATION

6.1 In entering into payment obligations under an Ordering Document, Customer agrees and acknowledges that Customer has not relied on the future availability of any Software or updates. However, (a) if Customer orders Technical Support, the preceding sentence does not relieve Samsung SDSI of its obligation to provide such Technical Support under the Customer Agreement, if and when available, in accordance with Samsung SDSI's then current Technical Support policies, and (b) the preceding sentence does not change the rights granted to Customer under an Ordering Document and the Customer Agreement.

6.2 Software fees are invoiced as of the Software license Commencement Date.

6.3 Technical Support fees are invoiced annually in advance. The period of performance for all Technical Support is effective upon the Software license Commencement Date.

6.4 In addition to the prices listed on the Ordering Document, Samsung SDSI will invoice Customer for any applicable shipping charges or applicable Taxes and Customer will be responsible for such charges and Taxes.

7. EXPIRATION/TERMINATION

7.1 The Software license shall commence on the Software license Commencement Date set forth in the Ordering Document and shall expire at the end of the license type (term) set forth in the Ordering Document unless terminated earlier in accordance with the express terms of this Customer Agreement. In addition to a party's right to terminate under Section 7 of the General Terms, Samsung SDSI may terminate the Customer Agreement in the event that Customer breaches Section 3 (Restrictions) or 10 (Ownership) of this Software Schedule. Notwithstanding anything to the contrary contained herein, Samsung SDSI shall be under no obligation to authorize use of the Software by Customer unless and until the associated license fee is paid by Customer.

7.2 Upon expiration or termination of the Customer Agreement, Customer will purge from its computer systems, storage media, and other files and, at Samsung SDSI's option, destroy or deliver to Samsung SDSI or its designee, all copies of the Software within Customer's possession or control, except to the extent that retention of any such materials is required by law. In the event that Customer retains any such materials under this Subsection 7.2, then such materials shall be considered Samsung SDSI's Confidential Information.

7.3 In addition to those Sections stated in Subsection 7.4 of the General Terms, Section 15 (Limitation of Liability), Section 17 (Software IP Infringement Indemnity), Section 18 (Software Indemnification) Section 16 (Warranties, Disclaimers), Section 6 (Pricing, Invoicing and Payment Obligation), and Section 10 (Ownership) of this Software Schedule shall survive termination or expiration of the Customer Agreement.

8. [Reserved]

9. OPEN SOURCE SOFTWARE; SEPARATELY LICENSED THIRD PARTY TECHNOLOGY

9.1 Software may contain or be distributed with third party software covered by an open source software license ("**Open Source Software**") covered by a different license. The Customer Agreement applies exclusively to Customer's access to, and use of Software excluding the portion containing Open Source Software and does not alter in any way the terms and conditions of the respective Open Source Software.

9.2 The Software may be provided to Customer with Separately Licensed Third Party Technology and the Software may not function, or function fully, without such Separately Licensed Third Party Technology. To the extent that Separately Licensed Third Party Technology is provided along with the Software, Samsung SDSI shall provide a notice to Customer via either the Software Documentation readme file accompanying the Software files, or notice files accompanying the Software files. Separately Licensed Third Party Technology is licensed to Customer under the Separate Terms. The Separate Terms are specified in the aforementioned Software Documentation, readme files or notice files. Customer's use of the Separately Licensed Third Party Technology is governed solely by the Separate Terms and is not restricted in any way by the Customer Agreement. For clarity, any third party technology provided by Samsung SDSI to Customer that is not Separately Licensed Third Party Technology shall be deemed part of the Software and is licensed to Customer under the terms of the Customer Agreement.

10. OWNERSHIP

As between Samsung SDSI and Customer, all rights, title and interest in and to the Software, including patents, patent rights, copyrights, trade secrets, and other proprietary, industrial, or intellectual property rights, are and will remain the exclusive property of Samsung SDSI or its licensors, whether or not specifically recognized or perfected under applicable law. Third party licensors shall have the rights to protect their own proprietary rights to the extent included in the Software in the event of any infringement. Customer's Software license confers no title or ownership and is not a sale of any rights in the Software. Customer will not acquire any right in the Software, except the limited rights specified in this Customer Agreement. Samsung SDSI or its licensor will own all rights in any copy, translation, modification, adaptation, or derivative work of the Software, including any improvement or development thereof. Samsung SDSI shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Software any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or Customer's customers. If, by operation of law or otherwise, Customer is deemed to own any rights in the Software, as a derivative work or otherwise (other than the limited rights specified in this Customer Agreement), Customer hereby

agrees to assign, and upon the creation of any such rights shall be deemed to assign, all such rights, including the right to adapt or create derivative works and the right to exploit such derivative works, to Samsung SDSI or its licensor on an exclusive, perpetual, irrevocable, worldwide, and royalty-free basis, without the right to claim or receive any additional consideration. If Customer or any of its employees is deemed under applicable law to retain any rights in the development of the Software, including any economic or moral rights, Customer grants, and will cause its employees to grant, to Samsung SDSI or its licensor, the exclusive, perpetual, irrevocable, worldwide, and royalty-free license to use, modify, and market the Software and any derivative works based thereon, and in the case of moral rights, Customer waives, and covenants that it shall have its employees waive, all such moral rights. At Samsung SDSI's request, Customer will execute, or obtain the execution of, any instrument that may be appropriate to assign these rights to Samsung SDSI or its licensors or perfect these rights in Samsung SDSI's or its licensors' name. All rights (including all intellectual property rights) to and/or with respect to the Software not expressly licensed by Samsung SDSI hereunder, are expressly and exclusively retained by Samsung SDSI and its licensors.

11. SAFE USE

Software and Technical Support are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. Customer agrees that it is Customer's responsibility to ensure safe use of Software and Technical Support in such applications. Software and Technical Support are not designed, intended or licensed for use in hazardous environments requiring fail-safe controls. SAMSUNG SDSI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

12. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Software. Customer agrees that such export laws govern Customer's use of the Software (including technical data) provided under the Customer Agreement, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, Software (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13. AUDIT

Customer agrees that Samsung SDSI has the right to audit (electronic or otherwise) Customer's use of Software and Technical Support. As part of any such audit, Samsung SDSI or its authorized representative will have the right, on forty-five (45) days' prior notice to Customer, to inspect Customer's records, systems and facilities, including machine IDs, serial numbers and related information, to verify Customer's use of Software and/or Technical Support. Additionally, within forty-five (45) days of the audit request, Customer will provide to Samsung SDSI all records and information requested by Samsung SDSI in order to verify Customer's use of Software and/or Technical Support. Customer will provide full cooperation to enable any such audit. Samsung SDSI may use an independent auditor to assist with such verification, provided Samsung SDSI has a written confidentiality agreement in place with such auditor. If Samsung SDSI determines that Customer's use of Software and/or Technical Support is not in conformity with the Customer Agreement, Customer will immediately pay for valid license(s) to bring Customer's use of Software and/or Technical Support into compliance and pay the reasonable costs of the audit. Customer agrees to pay within thirty (30) days of written notification any fees applicable to Customer's use of the Software in excess of Customer's license rights under the Customer Agreement. In addition to such payment rights, Samsung SDSI reserves the right to seek any other remedies available at law or in equity. Customer agrees to be responsible for any costs incurred with the audit.

14. U.S. GOVERNMENT RESTRICTED RIGHTS

14.1 U.S. Government End Users Only. This Subsection (U.S. Government End User only) shall apply only to U.S. Government end users: Customer acknowledges that the Software was developed exclusively at the private expense of Samsung SDSI and/or its predecessors in interest. Elements of the Software constitute "commercial computer software," as that term is defined in the Federal Acquisition Regulations ("FAR") Part 2.101. All such commercial computer software is licensed to the U.S. Government in accordance with the provisions of FAR Part 227.7202-3(a), and the United States Government acknowledges that it shall only receive rights with respect to such commercial computer software as expressly set forth in the License. All non-commercial technical data and computer software elements of the Software which do not constitute "commercial computer software" are licensed to the United States Government with "limited rights" and/or "restricted rights" (as applicable), as those terms are defined in FAR Part 52.227-14(a) or the Department of Defense FAR Supplement ("DFARS") Part 252.227-7013(a)(13) and DFARS Part 252.227-7014(a)(14) respectively, as applicable. All duplication, disclosure and other use by the U.S. Government of

such noncommercial technical data and/or computer software is subject to restrictions set forth in FAR Part 52.227-14(g)(3) and FAR Part 52.227-14(g)(4), or DFARS Part 252.227-7013(b)(3) and DFARS Part 252.227-7014(b)(3), as applicable.

14.2 For All Other End Users. This Subsection (For All Other End Users) shall apply only to non-U.S. Government end users. Customer agrees that it shall reproduce, and shall cause its affiliates (solely to the extent Customer is expressly allowed to so distribute the Software to such affiliates under this Customer Agreement) and its and their sublicensees (solely to the extent Customer is expressly allowed to so distribute the Software to such sublicensees under this Customer Agreement) (solely to the extent Customer's affiliates are expressly allowed to so distribute the Software to their sublicensees under this Customer Agreement) to reproduce, all copies of the Software (or any portion thereof) with all data rights markings provided by Samsung SDSI in accordance with FAR Part 52.227-14(g)(3) and FAR Part 52.227-14(g)(4), or DFARS Part 252.227-7013(f)(3), as applicable.

15. LIMITATION OF LIABILITY

15.1 EXCEPT FOR SAMSUNG SDSI'S OBLIGATIONS UNDER SECTION 17 (SOFTWARE IP INFRINGEMENT INDEMNIFICATION) OF THIS SOFTWARE SCHEDULE, IN NO EVENT SHALL SAMSUNG SDSI, ITS AFFILIATES, OR ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS CUSTOMER AGREEMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

15.2 EXCEPT FOR SAMSUNG SDSI'S OBLIGATIONS UNDER SECTION 17 (SOFTWARE IP INFRINGEMENT INDEMNIFICATION) OF THIS SOFTWARE SCHEDULE, IN NO EVENT SHALL SAMSUNG SDSI'S, ITS AFFILIATES', OR ITS SUPPLIERS', CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS CUSTOMER AGREEMENT EXCEED AN AMOUNT EQUAL TO THE LOWER OF (i) TEN PERCENT (10%) OF THE TOTAL AMOUNTS CUSTOMER HAS PAID SAMSUNG SDSI UNDER THIS CUSTOMER AGREEMENT OR (ii) THE TOTAL AMOUNTS CUSTOMER HAS PAID SAMSUNG SDSI UNDER THIS CUSTOMER AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE ARISING OF THE CAUSE OF ACTION. *NOTWITHSTANDING THE FOREGOING* LIMITATION IN THIS SUBSECTION 15.2, IN THE CASE OF SAMSUNG SDSI'S LIABILITY, IF SUCH LIABILITY RESULTS FROM CUSTOMER'S USE OF THE SOFTWARE OR TECHNICAL SUPPORT, SUCH LIABILITY SHALL BE LIMITED TO THE FEES CUSTOMER PAID SAMSUNG SDSI FOR THE DEFICIENT SOFTWARE OR TECHNICAL SUPPORT GIVING RISE TO THE LIABILITY.

THIS SECTION (LIMITATION OF LIABILITY) WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING EXCLUSION AND LIMITATIONS.

16. WARRANTIES, DISCLAIMERS

16.1 SAMSUNG SDSI DOES NOT GUARANTEE THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT SAMSUNG SDSI WILL CORRECT ALL SOFTWARE ERRORS.

16.2 THE SOFTWARE AND TECHNICAL SUPPORT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SOFTWARE, TECHNICAL SUPPORT, OR OTHERWISE ARE HEREBY VOID, OVERRIDDEN, EXCLUDED, AND DISCLAIMED.

17. SOFTWARE IP INFRINGEMENT INDEMNIFICATION

17.1 Subject to Subsections 17.2, 17.3 and 17.4 below, if a third party makes a claim against Customer alleging that the unmodified Software infringes a third party's intellectual property rights, Samsung SDSI, at Samsung SDSI's sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, liabilities, costs

and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Samsung SDSI, if the Customer does the following:

- a. notifies the Samsung SDSI promptly in writing, not later than ten (10) days after the Customer receives notice of the claim (or sooner if required by applicable law);
- b. gives Samsung SDSI sole control of the defense and any settlement negotiations or compromise; and
- c. gives Samsung SDSI the information, authority and assistance Samsung SDSI needs, at Samsung SDSI's expense, to defend against or settle the claim.

17.2 If Samsung SDSI believes or it is determined that any of the Software may have violated a third party's intellectual property rights, Samsung SDSI, at its option, may choose to either modify the Software to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially practicable, Samsung SDSI may terminate this Customer Agreement and the license for, and require return of, the applicable Software and refund the license fees Customer has paid to Samsung SDSI for the affected Software (prorated based on a three (3) year useful life) and unused, prepaid Technical Support fees paid to Samsung SDSI. If such return materially affects Samsung SDSI's ability to meet its obligations under the relevant Ordering Document, then Samsung SDSI may, at its option and upon thirty (30) days prior written notice, terminate the Ordering Document.

17.3 In the event that the Software is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Software, Samsung SDSI may end the license for, and require return of, the Software associated with that Separately Licensed Third Party Technology and shall refund any Software license fees Customer may have paid to Samsung SDSI for the Software license and any unused, prepaid Technical Support fees Customer has paid to Samsung SDSI.

17.4 Samsung SDSI will not indemnify not defend Customer if the Customer (i) makes a correction or modification of the Software not provided by Samsung SDSI or otherwise alters or uses it outside the scope of use identified in the Software Documentation; (ii) uses a version of Software which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Software which was provided to the Customer; (iii) fails to properly install an update; (iv) continues to use the applicable Software after the end of the license to use that Software; or (v) combines the Software with items not provided by Samsung SDSI or approved for combination with the Software in the Software Documentation. Samsung SDSI will not indemnify nor defend Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Samsung SDSI. Samsung SDSI will not indemnify nor defend Customer for any portion of an infringement claim that is based upon the combination of any Software with any products or services not provided by Samsung SDSI. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Software and that is used: (a) in unmodified form; (b) as part of or as required to use a Software; and (c) in accordance with the license grant for the relevant Software and all other terms and conditions of the Customer Agreement, Samsung SDSI will indemnify Customer for infringement claims for Separately Licensed Third Party Technology to the same extent as Samsung SDSI is required to provide infringement indemnification for the Software under the terms of the Customer Agreement. Samsung SDSI will not indemnify nor defend Customer for infringement caused by Customer's actions against any third party if the Software as delivered to Customer and used in accordance with the terms of the Customer Agreement would not otherwise infringe any third party intellectual property rights.

17.5 This Section (Software IP Infringement Indemnification) provides Customer's exclusive remedy and Samsung SDSI's sole liability in connection with any Software infringement claims.

18. SOFTWARE INDEMNIFICATION

Customer shall, at its sole expense, defend, indemnify, and hold harmless Samsung SDSI and its licensors from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorneys' fees and litigation expenses) that Samsung SDSI or its licensors may incur relating to or arising from (i) any modification of or addition to the Software not provided or approved in writing by Samsung SDSI, or (ii) any infringement, misappropriation, or other claim that arises from the combination of the Software with any hardware, software or data not authorized in writing by Samsung SDSI, provided that such claim would not have arisen from the use of the Software alone.

SCHEDULE S – SERVICES

SERVICES SCHEDULE

(This Services Schedule is intended to be attached to the General Terms.)

This Services Schedule (this “**Services Schedule**”) is a Schedule to the General Terms of the Customer Agreement and all such terms shall apply to Services ordered by a Customer under an Ordering Document to this Services Schedule. This Schedule does not apply to SaaS, PaaS, and IaaS (products/services) which are covered by separate terms and conditions. This Services Schedule along with the General Terms shall automatically terminate in the event the Customer Agreement is terminated; provided, however, that termination of an Ordering Document shall not amend or modify any of the terms, provisions, rights or obligations under any other Ordering Document to this Services Schedule and such other Ordering Document(s) will remain in full force and effect according to the terms thereof.

Each reference to an Ordering Document shall mean the applicable Ordering Document. Samsung SDSI and Customer may, from time to time, enter into additional Ordering Documents under this Services Schedule, and each such additional Ordering Document shall be sequentially numbered (e.g., Ordering Document A-2, A-3, A-4, etc.). All Ordering Documents must be signed by the authorized representatives of both parties to be effective. No Ordering Document subsequent to any previous Ordering Document shall affect any previous Ordering Document, unless expressly stated to the contrary in such subsequent Ordering Document.

1. DEFINITIONS

1.1(a) “**Hardware**” refers to the hardware equipment owned or distributed by Samsung SDSI that Customer can order under the Customer Agreement pursuant to an Ordering Document attached to a Hardware Schedule.

1.1(b) “**Services**” means the professional services ordered by Customer under an Ordering Document attached to this Services Schedule which may include installation, development, consulting, education, integration, implementation or installation but does not include Technical Support or any Cloud Services.

1.1(c) “**Software**” refers to the software owned or distributed by Samsung SDSI that Customer can order under the Customer Agreement pursuant to an Ordering Document attached to a Software Schedule.

1.1(d) “**Specifications**” means the definitive specifications for the Services expressly contained in the Ordering Document.

1.1(e) “**Work Product**” means the work product or deliverables created for Customer as part of the Services.

1.2 Capitalized terms used but not defined in this Services Schedule have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Samsung SDSI retains all ownership and intellectual property rights to the Work Product. Work Product shall be considered as Samsung SDSI’s Confidential Information. Upon payment of the fees for Services, Customer have the non-exclusive, non-assignable, royalty-free, perpetual, limited right, without right of sublicense, to use the Work Product solely for Customer’s internal business operations. This provision does not grant, amend, or modify any license for any Product or documentation owned or distributed by Samsung SDSI or its licensors. All rights not expressly granted by Samsung SDSI are reserved by Samsung SDSI.

2.2 Services provided may be related to Customer’s license to use Products owned or distributed by Samsung SDSI which Customer acquires under a separate Ordering Document to a Software Schedule or a Hardware Schedule. The terms of the applicable Product Schedule and Ordering Document shall govern Customer’s use of such Products.

2.3 If third party software is to be used by Samsung SDSI in performing the Services under an Ordering Document, both parties shall consult with each other on the treatment thereof, and take necessary actions including the execution of a license agreement between Samsung SDSI or the Customer and the relevant third party. Any issue or infringement of rights related thereto shall be managed pursuant to an agreement for use of the relevant third party software, regardless of Samsung SDSI's intellectual property infringement indemnification obligations hereof.

3. AUTHORIZED REPRESENTATIVES

3.1 Within three (3) days of the signing of the Ordering Document, each party shall nominate, in writing, the person who will act as its representative and who will be responsible for providing any information which may be required by the other party to perform its obligations under the Ordering Document. SDSI nominates the following as its authorized representative :

3.2 For project-type works, the parties shall ensure that their respective representatives will meet periodically as specified in the Ordering Document between the Ordering Document Effective Date and the planned acceptance date to discuss and minute the progress of the Services.

4. WARRANTIES, DISCLAIMERS

4.1 Samsung SDSI warrants for a period of ninety (90) days from the date of provision that Services will be provided in a professional manner consistent with industry standards ("**Services Warranty Period**").

4.2 FOR ANY BREACH OF THE WARRANTY SET FORTH IN SUBSECTION 4.1, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SAMSUNG SDSI'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE NON-CONFORMING SERVICES, OR, IF SAMSUNG SDSI CANNOT CORRECT THE NON-CONFORMING SERVICES AFTER UNDERTAKING COMMERCIALY REASONABLE EFFORTS, CUSTOMER MAY END THE NON-CONFORMING SERVICES AND SAMSUNG SDSI SHALL REFUND THE FEES CUSTOMER PAID TO SAMSUNG SDSI FOR THE NON-CONFORMING SERVICES.

In order to obtain warranty coverage pursuant to this Subsection 4.2, Customer must provide Samsung SDSI with the following during the Services Warranty Period: (i) written notice of any warranty non-conformities and (ii) a written description of the nonconformity. Customer shall be deemed to have agreed that the Services have been provided in accordance with Samsung SDSI's warranty contained in Subsection 4.1 if Samsung SDSI does not receive the aforementioned written notice of nonconformity within the Services Warranty Period.

4.3 Samsung SDSI warrants for a period of thirty (30) days from the date of provision of the Work Product to Customer that the Work Product shall substantially conform to the Specifications ("**Work Product Warranty Period**"). Samsung SDSI does not warrant that the operation of the Work Product will be uninterrupted or error-free.

4.4 FOR ANY BREACH OF THE WARRANTY SET FORTH IN SUBSECTION 4.3, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SAMSUNG SDSI'S ENTIRE LIABILITY SHALL BE THAT SAMSUNG SDSI WILL (I) USE COMMERCIALY REASONABLE EFFORTS TO CORRECT NONCONFORMITIES IN THE NONCONFORMING WORK PRODUCT, OR (II) IF SAMSUNG SDSI IS UNABLE, AFTER COMMERCIALY REASONABLE EFFORTS, TO CORRECT SUCH NONCONFORMITIES, REFUND THE AMOUNT PAID BY CUSTOMER FOR SUCH WORK PRODUCT. IN THE EVENT OF SUCH REFUND, CUSTOMER'S LICENSE TO USE SUCH WORK PRODUCT GRANTED IN THIS CUSTOMER AGREEMENT SHALL AUTOMATICALLY TERMINATE, AND CUSTOMER SHALL PURGE FROM ITS COMPUTER SYSTEMS, STORAGE MEDIA, AND OTHER FILES AND, AT SAMSUNG SDSI'S OPTION, DESTROY OR DELIVER TO SAMSUNG SDSI OR ITS DESIGNEE, ALL COPIES OF THE WORK PRODUCT PROVIDED.

In order to obtain warranty coverage pursuant to this Subsection 4.4, Customer must provide Samsung SDSI with the following during the Work Product Warranty Period: (i) written notice of the warranty claim; (ii) a written description of the non-conformity; (iii) if applicable, a description of the operating conditions, including the specific hardware/software configuration, under which such non-conformity occurred; and (iv) if applicable, a representative

sample of inputs for repeating and analyzing such non-conformity. Customer shall be deemed to have agreed that the Work Product has been provided in accordance with Samsung SDSI's warranty contained in Subsection 4.3 if Samsung SDSI does not receive the aforementioned written notice of nonconformity within the Work Product Warranty Period.

4.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4 (WARRANTIES; DISCLAIMERS), ALL WARRANTIES, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE), ARE HEREBY VOID, OVERRIDDEN, EXCLUDED AND DISCLAIMED.

5. CHANGE CONTROL PROCESS

5.1 Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Customer's order under an Ordering Document. Samsung SDSI shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until Customer and Samsung SDSI agree in writing to the proposed change in an amendment to the applicable Ordering Document and/or applicable exhibit(s).

5.2 The amendment shall include, at a minimum, the following items: (i) a description of the scope of the Services or terms and conditions to be added or changed, and (ii) the proposed adjustment of the fees or additional fees to be paid to Samsung SDSI for any additional Services.

5.3 If Samsung SDSI performs the Services added or changed as requested by Customer without any prior written mutual agreement, Samsung SDSI shall be paid by Customer for such Services so added or changed.

6. CUSTOMER'S OBLIGATIONS

6.1 Customer acknowledges that Customer's timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer's officers, agents, and employees, and suitably configured computer products (collectively, "**cooperation**") are essential to Samsung SDSI's performance of any Services under an Ordering Document. Samsung SDSI will not be responsible for any delay or deficiency in performing Services if such delay or deficiency results from Customer's failure to provide full cooperation.

6.2 Customer acknowledges that Samsung SDSI's ability to perform the Services and any related estimate depends upon Customer's fulfillment of the following obligations and the following project assumptions:

- A. Maintain the properly configured hardware/operating system platform to support the Services.
- B. Obtain licenses under separate contract for any necessary Samsung SDSI software and hardware programs before the commencement of Services.
- C. If applicable, maintain annual Technical Support for the Samsung SDSI Software and Hardware under separate contract throughout the term of the Services.
- D. Provide Samsung SDSI with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- E. Provide, for all Samsung SDSI resources performing Services at Customer's site, a safe and healthful workspace (*e.g.*, a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- F. Provide any notices, and obtain any consents, required for Samsung SDSI to perform Services.
- G. Provide Samsung SDSI access to any production environment or shared development environments to the extent necessary for Samsung SDSI to perform Services.
- H. If while performing Services Samsung SDSI requires access to other vendor's products that are part of Customer's system, Customer will be responsible for acquiring all such products and the appropriate license rights necessary for Samsung SDSI to access such products on Customer's behalf.
- I. Designate a Customer employee as a project manager who shall work together with Samsung SDSI's project

manager to facilitate an efficient delivery of Services.

7. FEES, INVOICING AND PAYMENT OBLIGATION

Customer shall pay Samsung SDSI the fees set forth in the Ordering Document. Fees are invoiced in advance of the Services performance, unless otherwise set forth in the Ordering Document. The period of performance for all Services is effective upon the Commencement Date.

8. EXPIRATION; TERMINATION

8.1 The Services shall commence on the Commencement Date set forth in the Ordering Document and continue in effect thereafter until the parties have fulfilled all obligations under the Ordering Document; provided, however, that an Ordering Document will terminate prior to the occurrence of such expiration if such Ordering Document is terminated by a party as permitted under the Customer Agreement or in accordance with the applicable Ordering Document.

8.2 If this Customer Agreement is terminated due to Customer's breach of this Customer Agreement, the payment date of all fees due to Samsung SDSI shall automatically be accelerated so that they shall become due and payable on the effective termination date, even if longer terms had been provided previously.

8.4 Any termination of the Customer Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8.5 In addition to those Sections stated in Section 7.4 of the General Terms, Section 11 (Limitation of Liability, Section 12 (IP Infringement Indemnity), Section 13 (Indemnification by Customer), Section 4 (Warranties, Disclaimers), Section 7 (Fees, Invoicing and Payment Obligation), and Section 2 (Rights Granted) of this Services Schedule, and other sections that are intended to survive termination or expiration of the Customer Agreement, shall survive termination or expiration of the Customer Agreement.

9. SUSPENSION

9.1 Customer may at any time request that Samsung SDSI suspend the Services, or any part of them, by giving fifteen (15) days prior written notice to Samsung SDSI and Samsung SDSI shall, at its sole discretion, grant or reject such request. In the event Samsung SDSI agrees to suspend the Services, Samsung SDSI shall be paid for all Services rendered through the date of such suspension, including any expenses or additional costs incurred by Samsung SDSI in the interruption, resumption and remobilization of Services under this Customer Agreement. Once the Customer directs Samsung SDSI to resume work on the Services, the Services schedule shall be adjusted to reflect an extension of time commensurate with such suspension of work.

9.2 No suspension of the Services under this Customer Agreement is permitted in the aggregate to exceed a period of forty-five (45) calendar days within any one (1) year of Services under this Customer Agreement. If the total number of days of suspension exceeds forty-five (45) calendar days, Samsung SDSI may treat the suspension as a termination of this Customer Agreement by Customer.

10. INSPECTION

10.1 Upon Samsung SDSI completing the provision of the Work Product, it shall notify Customer in writing, resulting in the inspection of the Work Product by the Customer. Upon receipt by Customer of such notice, Customer shall conduct an inspection of such Work Product with the attendance of Samsung SDSI within fourteen (14) days of the receipt of the notice ("**Initial Inspection Period**").

10.2 Customer may reject the final Work Product if such Work Product does not conform substantially in accordance with the Specifications. However, if Customer fails to give Samsung SDSI a written notice specifying such non-conformance, the Work Product shall be deemed to have been accepted by Customer.

10.3 If the Work Product is so rejected by Customer in accordance with the above, Customer may request Samsung SDSI to respond to such failure by giving a written notice to Samsung SDSI containing a detailed description of such nonconformities of the Work Product and Samsung SDSI shall have fourteen (14) business days to correct such nonconformities and re-provide such Work Product to Customer. Customer shall have seven (7) business days after receipt of notice of the completion of the re-provided Work Product to conduct an inspection of the re-provided Work Product (“**Second Inspection Period**”). Customer may again reject such re-provided Work Product if it does not substantially conform to the Specifications. If Customer fails to give Samsung SDSI the written notice specifying the failure of the re-provided Work Product to so meet the Specifications within the Second Inspection Period, the Work Product shall be deemed to have been accepted by Customer.

10.4 If Customer rejects such re-performed Work Product in accordance with the above, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR SUCH FAILURE SHALL BE THE REFUND OF THE AMOUNT PAID BY CUSTOMER FOR SUCH WORK PRODUCT.

11. LIMITATION OF LIABILITY

11.1 EXCEPT FOR SAMSUNG SDSI’S OBLIGATIONS UNDER SECTION 12 (IP INFRINGEMENT INDEMNIFICATION) OF THIS SERVICES SCHEDULE, IN NO EVENT SHALL SAMSUNG SDSI, ITS AFFILIATES, OR ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH AN ORDERING DOCUMENT TO THIS SERVICES SCHEDULE, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

11.2 EXCEPT FOR SAMSUNG SDSI’S OBLIGATIONS UNDER SECTION 12 (IP INFRINGEMENT INDEMNIFICATION) OF THIS SERVICES SCHEDULE, IN NO EVENT SHALL SAMSUNG SDSI’S, ITS AFFILIATES’, OR ITS SUPPLIERS’, CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH AN ORDERING DOCUMENT TO THIS SERVICES SCHEDULE EXCEED AN AMOUNT EQUAL TO THE LOWER OF (i) TEN PERCENT (10%) OF THE TOTAL AMOUNTS CUSTOMER HAS PAID SAMSUNG SDSI UNDER THE APPLICABLE ORDERING DOCUMENT OR (ii) THE TOTAL AMOUNTS CUSTOMER HAS PAID SAMSUNG SDSI UNDER THE APPLICABLE ORDERING DOCUMENT IN THE SIX (6) MONTHS PRECEDING THE ARISING OF THE CAUSE OF ACTION. *NOTWITHSTANDING THE FOREGOING* LIMITATION IN THIS SUBSECTION 11.2, IF SUCH LIABILITY RESULTS FROM CUSTOMER’S USE OF WORK PRODUCT, SUCH LIABILITY SHALL BE LIMITED TO THE FEES CUSTOMER PAID SAMSUNG SDSI FOR THE DEFICIENT WORK PRODUCT GIVING RISE TO THE LIABILITY.

THIS SECTION (LIMITATION OF LIABILITY) WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING EXCLUSION AND LIMITATIONS.

12. IP INFRINGEMENT INDEMNIFICATION

12.1 Subject to Subsections 12.2, 12.3 and 12.4 below, if a third party makes a claim against Customer alleging that the unmodified Work Product infringes a third party’s intellectual property rights, Samsung SDSI, at Samsung SDSI’s sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Samsung SDSI, if the Customer does the following:

- d. notifies the Samsung SDSI promptly in writing, not later than ten (10) days after the Customer receives notice of the claim (or sooner if required by applicable law);
- e. gives Samsung SDSI sole control of the defense and any settlement negotiations or compromise; and
- f. gives Samsung SDSI the information, authority and assistance Samsung SDSI needs, at Samsung SDSI’s expense, to defend against or settle the claim.

12.2 If Samsung SDSI believes or it is determined that any of the Work Product may have violated a third party's intellectual property rights, Samsung SDSI, at its option, may choose to either replace or modify the Work Product to be non-infringing (while substantially preserving its utility or functionality) or procure the right for continued use, or if these alternatives are not commercially practicable, Samsung SDSI may terminate this Customer Agreement and the license for, and require return of, the affected Work Product and refund the amount of the fees Customer has paid to Samsung SDSI for the affected Work Product. If such return materially affects Samsung SDSI's ability to meet its obligations under the relevant Ordering Document, then Samsung SDSI may, at its option and upon thirty (30) days prior written notice, terminate the Ordering Document.

12.3 Samsung SDSI will not indemnify not defend Customer if: (i) Customer has used the Work Product in conjunction with any system, equipment, software or data provided by a third party without the written consent of Samsung SDSI; (ii) Samsung SDSI has developed the Work Product using tangible or intangible materials provided by Customer, including, but not limited to, hardware, software, program design or specifications, or Samsung SDSI as made any amendment, adaptation or modification upon the request of Customer; or (iii) Customer unilaterally has amended, adapted or modified the Work Product. . Samsung SDSI will not indemnify nor defend Customer for infringement caused by Customer's actions against any third party if the Work Product as delivered to Customer and used in accordance with the terms of the Customer Agreement would not otherwise infringe any third party intellectual property rights.

12.4 THIS SECTION (IP INFRINGEMENT INDEMNIFICATION) PROVIDES CUSTOMER'S EXCLUSIVE REMEDY AND SAMSUNG SDSI'S SOLE LIABILITY IN CONNECTION WITH ANY INFRINGEMENT CLAIMS.

13. INDEMNIFICATION BY CUSTOMER

Customer shall, at its sole expense, defend, indemnify, and hold harmless Samsung SDSI and its licensors from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorneys' fees and litigation expenses) that Samsung SDSI or its licensors may incur relating to or arising from (i) any modification of or addition to the Work Product not provided or approved in writing by Samsung SDSI, or (ii) any infringement, misappropriation, or other claim that arises from the combination of the Work Product with any hardware, software or data not authorized in writing by Samsung SDSI, provided that such claim would not have arisen from the use of the Work Product alone.

SCHEDULE H – HARDWARE

HARDWARE SCHEDULE

(This Hardware Schedule is intended to be attached to the General Terms.)

This Hardware Schedule (this “**Hardware Schedule**”) is a Schedule to the General Terms of the Customer Agreement and all such terms shall apply to Hardware ordered by a Customer under an Ordering Document to this Hardware Schedule. This Hardware Schedule along with the General Terms shall automatically terminate in the event the Customer Agreement is terminated; provided, however, that termination of an Ordering Document shall not amend or modify any of the terms, provisions, rights or obligations under any other Ordering Document to this Hardware Schedule and such other Ordering Document(s) will remain in full force and effect according to the terms thereof.

Each reference to an Ordering Document shall mean the applicable Ordering Document. Samsung SDSI and Customer may, from time to time, enter into additional Ordering Documents under this Hardware Schedule, and each such additional Ordering Document shall be sequentially numbered (e.g., Ordering Document A-2, A-3, A-4, etc.). All Ordering Documents must be signed by the authorized representatives of both parties to be effective. No Ordering Document subsequent to any previous Ordering Document shall affect any previous Ordering Document, unless expressly stated to the contrary in such subsequent Ordering Document.

1. DEFINITIONS

1.1(a) “**Hardware**” refers to (a) the hardware equipment (including components, options and spare parts) owned or distributed by Samsung SDSI that Customer can order under an Ordering Document, and (b) Hardware Documentation.

1.1(b) “**Hardware Documentation**” refers to the user manuals and installation manuals, in human- or machine-readable format, in any medium. Hardware Documentation may be delivered with the Hardware and/or made available to Customer by Samsung SDSI.

1.1(c) “**Integrated Software**” refers to any software or programmable code that is embedded or integrated in the Hardware and enables the functionality of the Hardware, *e.g.*, firmware. Integrated Software does not include and Customer does not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services, or (b) separately licensed applications, Operating Systems, Software, development tools, or system management software or other code that is separately licensed by Samsung SDSI. Samsung SDSI reserves the right to designate new software features as Integrated Software in subsequent releases and that designation will be specified in the applicable documentation.

1.1(d) “**Operating System**” refers to the software that manages Hardware. Operating System does not include Software or Integrated Software.

1.1(e) “**Software**” refers to the software owned or distributed by Samsung SDSI that Customer can order under the Customer Agreement pursuant to an Ordering Document attached to a Software Schedule. Software does not include any Integrated Software or any Operating System.

1.1(f) “**Software Documentation**” refers to the Software user manual and Software installation manuals, in human- or machine-readable format, in any medium that may be delivered to or accessed by Customer.

1.1(g) “**Technical Support**” consists of technical support Services for the Hardware and is described in this Hardware Schedule and the Hardware Technical Support Policy attached to the Ordering Document.

1.2 Capitalized terms used but not defined in this Hardware Schedule have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Customer has the right to use the Operating System delivered with the Hardware subject to the terms of the separate third party license agreement(s) delivered with the Hardware. Customer is licensed to use the Operating System and any Operating System updates acquired through Technical Support only as incorporated in, and as part of, the Hardware.

2.2 Subject to Customer's compliance with the Customer Agreement, Customer will have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Hardware Schedule and the applicable documentation. Customer will be licensed to use that Integrated Software and any Integrated Software updates acquired through Technical Support only as incorporated in, and as part of, the Hardware.

3. RESTRICTIONS

3.1 Customer shall not remove any copyright notices or labels on the Operating System and Integrated Software. Customer shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 Customer acknowledges that to properly operate certain Hardware, Customer's facility must meet a minimum set of requirements as described in the Hardware Documentation. Such requirements may change from time to time, as communicated by Samsung SDSI to Customer in the applicable Hardware Documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under Subsection 8.5 of the General Terms shall apply to all Operating Systems licensed under this Hardware Schedule, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. OPEN SOURCE SOFTWARE

The Integrated Software may contain or be distributed with third party software covered by an open source software license (such software, the "**Open Source Software**") covered by a separate license agreement. The Customer Agreement applies exclusively to Customer's access to, and use of the Integrated Software excluding the portion containing Open Source Software and does not alter in any way the terms and conditions of the respective Open Source Software separate license agreement.

5. TECHNICAL SUPPORT

5.1 Technical Support may be provided to Customer by Samsung SDSI, or a Samsung SDSI authorized reseller, for the Hardware. Technical Support also includes Hardware maintenance to the extent set forth in the Technical Support policies. Customer agrees to cooperate with Samsung SDSI and provide the access, resources, materials, personnel, information and consents that Samsung SDSI may require in order to perform the Technical Support. The Technical Support policies are incorporated by reference into this Hardware Schedule and are subject to change at Samsung SDSI's discretion, however, Samsung SDSI Technical Support policy changes will not result in a material reduction in the level of Technical Support services provided for supported Hardware during the period for which fees for Technical Support have been paid. A copy of the current version of the Technical Support policy can be accessed at <https://www.samsungSDSI.com/us/en/support/contracts/generic-tc.html>.

5.2 Technical Support is effective upon the Hardware Delivery Date (as defined in the Ordering Document) unless otherwise stated in Customer's Ordering Document.

6. OWNERSHIP

As between Samsung SDSI and its licensors and Customer, all rights, title and interest in and to the Operating System and Integrated Software, including patents, patent rights, copyrights, trade secrets, and other proprietary, industrial, or intellectual property rights, are and will remain the exclusive property of Samsung SDSI or its licensors, whether or not specifically recognized or perfected under applicable law. Third party licensors shall have the rights to protect their own proprietary rights to the extent included in the Operating System and Integrated Software in the event of

any infringement. Customer's Operating System and Integrated Software licenses confer no title or ownership and are not a sale of any rights in the Operating System or Integrated Software. Customer will not acquire any right in the Operating System or Integrated Software, except the limited rights specified in this Customer Agreement. Samsung SDSI or its licensor will own all rights in any copy, translation, modification, adaptation, or derivative work of the Operating System and Integrated Software, including any improvement or development thereof. Samsung SDSI shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Operating System and Integrated Software any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or Customer's customers. If, by operation of law or otherwise, Customer is deemed to own any rights in the Operating System and/or Integrated Software, as a derivative work or otherwise (other than the limited rights specified in this Customer Agreement), Customer hereby agrees to assign, and upon the creation of any such rights shall be deemed to assign, all such rights, including the right to adapt or create derivative works and the right to exploit such derivative works, to Samsung SDSI or its licensor on an exclusive, perpetual, irrevocable, worldwide, and royalty-free basis, without the right to claim or receive any additional consideration. If Customer or any of its employees is deemed under applicable law to retain any rights in the development of the Operating System and/or Integrated Software, including any economic or moral rights, Customer grants, and will cause its employees to grant, to Samsung SDSI or its licensor, the exclusive, perpetual, irrevocable, worldwide, and royalty-free license to use, modify, and market the Operating System, and/or Integrated Software and any derivative works based thereon, and in the case of moral rights, Customer waives, and covenants that it shall have its employees waive, all such moral rights. At Samsung SDSI's request, Customer will execute, or obtain the execution of, any instrument that may be appropriate to assign these rights to Samsung SDSI or its licensors or perfect these rights in Samsung SDSI's or its licensors' name. All rights (including all intellectual property rights) to and/or with respect to the Operating System and Integrated Software not expressly licensed by Samsung SDSI hereunder, are expressly and exclusively retained by Samsung SDSI and its licensors.

7. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Hardware, Operating System and Integrated Software. Customer agrees that such export laws govern Customer's use of the Hardware, Operating System and Integrated Software (including technical data) provided under the Customer Agreement, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, Hardware, Operating System or Integrated Software (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

8. AUDIT

Customer agrees that Samsung SDSI has the right to audit (electronic or otherwise) Customer's use of the Operating System, Integrated Software, and Technical Support. As part of any such audit, Samsung SDSI or its authorized representative will have the right, on forty-five (45) days' prior notice to Customer, to inspect Customer's records, systems and facilities, including machine IDs, serial numbers and related information, to verify Customer's use of the Operating System, Integrated Software and Technical Support. Additionally, within forty-five (45) days of the audit request, Customer will provide to Samsung SDSI all records and information requested by Samsung SDSI in order to verify Customer's use of the Operating System, Integrated Software and Technical Support. Customer will provide full cooperation to enable any such audit. Samsung SDSI may use an independent auditor to assist with such verification, provided Samsung SDSI has a written confidentiality agreement in place with such auditor. If Samsung SDSI determines that Customer's use of the Operating System, Integrated Software and/or Technical Support is not in conformity with the Customer Agreement, Customer will immediately pay for valid license(s) to bring Customer's use of the Operating System, Integrated Software and/or Technical Support into compliance and pay the reasonable costs of the audit. Customer agrees to pay within thirty (30) days of written notification any fees applicable to Customer's use of the Operating Software, Integrated Software in excess of Customer's license rights under the Customer Agreement. In addition to such payment rights, Samsung SDSI reserves the right to seek any other remedies available at law or in equity. Customer agrees to be responsible for any costs incurred with the audit.

9. U.S. GOVERNMENT RESTRICTED RIGHTS

9.1 U.S. Government End Users Only. This Subsection (U.S. Government End User only) shall apply only to U.S. Government end users: Customer acknowledges that the Operating System and Integrated Software was developed exclusively at the private expense of Samsung SDSI and/or its predecessors in interest or its licensors. Elements of the Operating System and Integrated Software constitute “commercial computer software,” as that term is defined in the Federal Acquisition Regulations (“FAR”) Part 2.101. All such commercial computer software is licensed to the U.S. Government in accordance with the provisions of FAR Part 227.7202-3(a), and the United States Government acknowledges that it shall only receive rights with respect to such commercial computer software as expressly set forth in the License. All non-commercial technical data and computer software elements of the Operating System and Integrated Software which do not constitute “commercial computer software” are licensed to the United States Government with “limited rights” and/or “restricted rights” (as applicable), as those terms are defined in FAR Part 52.227-14(a) or the Department of Defense FAR Supplement (“DFARS”) Part 252.227-7013(a)(13) and DFARS Part 252.227-7014(a)(14) respectively, as applicable. All duplication, disclosure and other use by the U.S. Government of such noncommercial technical data and/or computer software is subject to restrictions set forth in FAR Part 52.227-14(g)(3) and FAR Part 52.227-14(g)(4), or DFARS Part 252.227-7013(b)(3) and DFARS Part 252.227-7014(b)(3), as applicable.

9.2 For All Other End Users. This Subsection (For All Other End Users) shall apply only to non-U.S. Government end users. Customer agrees that it shall reproduce, and shall cause its affiliates (solely to the extent Customer is expressly allowed to so distribute the Integrated Software to such affiliates under this Customer Agreement) and its and their sublicensees (solely to the extent Customer is expressly allowed to so distribute the Integrated Software to such sublicensees under this Customer Agreement) (solely to the extent Customer’s affiliates are expressly allowed to so distribute the Integrated Software to their sublicensees under this Customer Agreement) to reproduce, all copies of the Integrated Software (or any portion thereof) with all data rights markings provided by Samsung SDSI in accordance with FAR Part 52.227-14(g)(3) and FAR Part 52.227-14(g)(4), or DFARS Part 252.227-7013(f)(3), as applicable.

10. LIMITATION OF LIABILITY

10.1 EXCEPT FOR SAMSUNG SDSI’S OBLIGATIONS UNDER SECTION 15 (IP INFRINGEMENT INDEMNIFICATION) OF THIS HARDWARE SCHEDULE, IN NO EVENT SHALL SAMSUNG SDSI, ITS AFFILIATES, OR ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH AN ORDERING DOCUMENT TO THIS HARDWARE SCHEDULE, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

10.2 EXCEPT FOR SAMSUNG SDSI’S OBLIGATIONS UNDER SECTION 15 (IP INFRINGEMENT INDEMNIFICATION) OF THIS HARDWARE SCHEDULE, IN NO EVENT SHALL SAMSUNG SDSI’S, ITS AFFILIATES’, OR ITS SUPPLIERS’, CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH AN ORDERING DOCUMENT UNDER THIS HARDWARE SCHEDULE EXCEED AN AMOUNT EQUAL TO THE LOWER OF (i) TEN PERCENT (10%) OF THE TOTAL AMOUNTS CUSTOMER HAS PAID SAMSUNG SDSI UNDER THE APPLICABLE ORDERING DOCUMENT OR (ii) THE TOTAL AMOUNTS CUSTOMER HAS PAID SAMSUNG SDSI UNDER THE APPLICABLE ORDERING DOCUMENT IN THE SIX (6) MONTHS PRECEDING THE ARISING OF THE CAUSE OF ACTION. *NOTWITHSTANDING THE FOREGOING* LIMITATION IN THIS SUBSECTION 10.2, IF SUCH LIABILITY RESULTS FROM CUSTOMER’S USE OF THE HARDWARE OR TECHNICAL SUPPORT, SUCH LIABILITY SHALL BE LIMITED TO THE FEES CUSTOMER PAID SAMSUNG SDSI FOR THE DEFICIENT HARDWARE OR TECHNICAL SUPPORT GIVING RISE TO THE LIABILITY.

THIS SECTION (LIMITATION OF LIABILITY) WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING EXCLUSION AND LIMITATIONS.

11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

11.1 Samsung SDSI generally provides, or passes through, the following limited warranties for either the *Non-Samsung SDSI Branded Hardware*, *Samsung SDSI Branded Hardware*, *Integrated Software*, *Media* or *Technical Support*.

(a) *Non-Samsung SDSI Branded Hardware*

(i) To the extent the *Non-Samsung SDSI Branded Hardware* manufacturer provides a manufacturer's product warranty for the applicable *Non-Samsung SDSI Branded Hardware* ("**Manufacturer's Warranty**"), such then-current *Non-Samsung SDSI Branded Hardware Manufacturer's Warranty* shall be "passed-through" to Customer. For added clarity and without limiting the foregoing in this Subsection 11.1(a), the *Non-Samsung SDSI Branded Hardware* manufacturer shall not have any liability to Customer for (i) any claim arising, in whole or in part, from the incorrect use, misuse, faulty maintenance, improper handling, storage or installation of any *Non-Samsung SDSI Branded Hardware* or any use of a *Non-Samsung SDSI Branded Hardware* for a purpose for which such *Non-Samsung SDSI Branded Hardware* was not intended or designed; (ii) any *Non-Samsung SDSI Branded Hardware* that has been altered, modified, repaired or otherwise had parts replaced by any person other than a *Non-Samsung SDSI Branded Hardware* manufacturer or a *Non-Samsung SDSI Branded Hardware* manufacturer authorized repair facility; or (iii) any damages due to fire, explosion, accident, power irregularities or surges, acts of God or nature or any other cause not wholly or directly attributable to the *Non-Samsung SDSI Branded Hardware* manufacturer. To the extent any such *Manufacturer's Warranty* contemplates Customer directly contacting the *Non-Samsung SDSI Branded Hardware* manufacturer in respect of such express warranty claim, then Customer shall itself directly contact the *Non-Samsung SDSI Branded Hardware* manufacturer. While Samsung SDSI may, at its sole option, choose to facilitate an initial notice of *Manufacturer's Warranty* claim, where applicable, Samsung SDSI is under no obligation to do so. Customer acknowledges that Samsung SDSI is not the *Hardware* manufacturer. SAMSUNG SDSI ITSELF PROVIDES NO WARRANTY TO CUSTOMER FOR *NON-SAMSUNG SDSI BRANDED HARDWARE*.

(ii) THE FOREGOING CONSTITUTES SAMSUNG SDSI'S ENTIRE LIABILITY, AND CUSTOMER'S, AND ANY THIRD PARTY'S, SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF ANY MANUFACTURER'S WARRANTY CLAIM ARISING UNDER THIS AGREEMENT. IN NO EVENT SHALL SAMSUNG SDSI BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS BY CUSTOMER OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, FOR BREACH OF ANY SUCH MANUFACTURER'S WARRANTY.

(iii) TO THE EXTENT NOT PROHIBITED BY LAW, THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE *NON-SAMSUNG SDSI BRANDED HARDWARE*, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARE HEREBY VOID, OVERRIDDEN, EXCLUDED AND DISCLAIMED.

(b) *Samsung SDSI Branded Hardware*

(i) Samsung SDSI warrants that the *Samsung SDSI Branded Hardware* will be free from, and using the *Operating System* and *Integrated Software*, will not cause in the *Samsung SDSI Branded Hardware*, material defects in materials and workmanship for one (1) year from the *Delivery Date* ("**Samsung SDSI Branded Hardware Warranty**"). The *Samsung SDSI Branded Hardware Warranty* applies only to *Samsung SDSI Branded Hardware* that has been (1) manufactured by or for Samsung SDSI, and (2) sold by Samsung SDSI (either directly or by a Samsung SDSI-authorized reseller). The *Samsung SDSI Branded Hardware* may be new or like new. The *Samsung SDSI Branded Hardware Warranty* applies to *Samsung SDSI Branded*

Hardware that is new and Samsung SDSI *Branded* Hardware that is like-new which has been remanufactured and certified for warranty by Samsung SDSI.

(ii) The Samsung SDSI Branded Hardware Warranty does not apply to normal wear of the Samsung SDSI *Branded* Hardware. The Samsung SDSI Branded Hardware Warranty is extended only to the original purchaser or original lessee of the Samsung SDSI *Branded* Hardware and may be void in the event that title to the Samsung SDSI *Branded* Hardware is transferred to a third party.

(iii) The Warranty does not apply to any Samsung SDSI *Branded* Hardware which has been:

- a. modified, altered or adapted without Samsung SDSI's written consent (including modification or removal of the serial number tag on the Samsung SDSI *Branded* Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Samsung SDSI's quality standards;
- d. improperly installed by any party other than Samsung SDSI or an authorized Samsung SDSI certified installation partner;
- e. used with equipment or software not covered by an Samsung SDSI warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current India and U.S. export exclusion list;
- i. relocated to countries subject to India and U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in Subsections 11.1(a)(iii)(h) and 11.1(a)(iii)(i) above; or
- k. purchased from any entity other than Samsung SDSI or a Samsung SDSI authorized reseller.

(iv) FOR ANY BREACH OF THE SAMSUNG SDSI BRANDED HARDWARE WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND SAMSUNG SDSI'S ENTIRE LIABILITY SHALL BE THE REPAIR OR, AT SAMSUNG SDSI'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE SAMSUNG SDSI *BRANDED* HARDWARE RETURNED PREPAID BY CUSTOMER, OR IF SUCH REPAIR OR REPLACEMENT IS NOT COMMERCIALY REASONABLY ACHIEVABLE, THE REFUND OF THE FEES CUSTOMER PAID SAMSUNG SDSI FOR THE DEFECTIVE SAMSUNG SDSI *BRANDED* HARDWARE AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES CUSTOMER HAS PAID FOR THE DEFECTIVE SAMSUNG SDSI *BRANDED* HARDWARE .

(v) TO THE EXTENT NOT PROHIBITED BY LAW, THE SAMSUNG SDSI BRANDED HARDWARE WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE SAMSUNG SDSI *BRANDED* HARDWARE , INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARE HEREBY VOID, OVERRIDDEN, EXCLUDED AND DISCLAIMED.

(iv) Replacement parts/units for defective parts/units replaced under the Samsung SDSI Branded Hardware Warranty may be new or like new in quality. Such replacement parts/units assume the Samsung SDSI Branded Hardware status of the Samsung SDSI Branded Hardware into which they are installed, as applicable, and have no separate or independent Samsung SDSI Branded Hardware of any kind. Title in all defective parts/units shall transfer back to Samsung SDSI upon removal from the Samsung SDSI Branded Hardware.

(c) Integrated Software

(i) Samsung SDSI warrants that the Integrated Software will be in material compliance with its documentation for a period of ninety (90) days from the Delivery Date ("**Integrated Software Warranty**").

(ii) The Integrated Software Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

(iii) The Integrated Software Warranty does not apply to any Integrated Software which has been:

- a. modified, altered or adapted without Samsung SDSI's written consent (including modification or removal of the serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Samsung SDSI's quality standards;
- d. improperly installed by any party other than Samsung SDSI or an authorized Samsung SDSI certified installation partner;
- e. used with equipment or software not covered by an Samsung SDSI warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current India and U.S. export exclusion list;
- i. relocated to countries subject to India and U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in Subsections 11.1(b)(iii)(h) and 11.1(b)(iii)(i) above; or
- k. purchased from any entity other than Samsung SDSI or a Samsung SDSI authorized reseller.

(iv) FOR ANY BREACH OF THE INTEGRATED SOFTWARE WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND SAMSUNG SDSI'S ENTIRE LIABILITY SHALL BE THE REPAIR OR, AT SAMSUNG SDSI'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE INTEGRATED SOFTWARE RETURNED PREPAID BY CUSTOMER, OR IF SUCH REPAIR OR REPLACEMENT IS NOT COMMERCIALY REASONABLY ACHIEVABLE, THE REFUND OF THE FEES CUSTOMER PAID SAMSUNG SDSI FOR THE DEFECTIVE INTEGRATED SOFTWARE AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES CUSTOMER HAS PAID FOR THE DEFECTIVE INTEGRATED SOFTWARE.

(v) TO THE EXTENT NOT PROHIBITED BY LAW, THE INTEGRATED SOFTWARE WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE INTEGRATED SOFTWARE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARE HEREBY VOID, OVERRIDDEN, EXCLUDED AND DISCLAIMED.

(d) Media

(i) Samsung SDSI warrants that the Operating System media and the Integrated Software media (collectively, "**Media**") will be free from material defects in materials and workmanship for a period of ninety (90) days from the Delivery Date ("**Media Warranty**"). The Media Warranty applies only to Media that has been (1) manufactured by or for Samsung SDSI, and (2) sold by Samsung SDSI (either directly or by a Samsung SDSI-authorized reseller).

(ii) The Media Warranty does not apply to normal wear of the Media. The Media Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

(iii) The Media Warranty does not apply to any Media which has been:

- a. modified, altered or adapted without Samsung SDSI's written consent (including modification or removal of the serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Samsung SDSI's quality standards;

- d. improperly installed by any party other than Samsung SDSI or an authorized Samsung SDSI certified installation partner;
- e. used with equipment or software not covered by an Samsung SDSI warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current India and U.S. export exclusion list;
- i. relocated to countries subject to India and U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in Subsections 11.1(c)(iii)(h) and 11.1(c)(iii)(i) above; or
- k. purchased from any entity other than Samsung SDSI or a Samsung SDSI authorized reseller.

(iv) FOR ANY BREACH OF THE MEDIA WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND SAMSUNG SDSI'S ENTIRE LIABILITY SHALL BE THE REPAIR OR, AT SAMSUNG SDSI'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE MEDIA RETURNED PREPAID BY CUSTOMER, OR IF SUCH REPAIR OR REPLACEMENT IS NOT COMMERCIALY REASONABLY ACHIEVABLE, THE REFUND OF THE FEES CUSTOMER PAID SAMSUNG SDSI FOR THE DEFECTIVE MEDIA AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES CUSTOMER HAS PAID FOR THE DEFECTIVE MEDIA.

(v) TO THE EXTENT NOT PROHIBITED BY LAW, THE MEDIA WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE MEDIA, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARE HEREBY VOID, OVERRIDDEN, EXCLUDED AND DISCLAIMED.

(e) Technical Support

(i) Samsung SDSI warrants that Technical Support services will be provided in a professional manner consistent with industry standards for a period of ninety (90) days from the date of provision ("**Technical Support Warranty**"). Customer must notify Samsung SDSI of any Technical Support Warranty deficiency within ninety (90) days from performance of the deficient technical support service.

(ii) The Technical Support Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

(iii) The Technical Support Warranty does not apply to any Technical Support which has been:

- a. modified, altered or adapted without Samsung SDSI's written consent (including modification or removal of the serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. used with equipment or software not covered by an Samsung SDSI warranty, to the extent that the problems are attributable to such use;
- d. relocated, to the extent that problems are attributable to such relocation;
- e. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- f. used by parties appearing on the then-current India and U.S. export exclusion list;
- g. relocated to countries subject to India and U.S. trade embargo or restrictions;
- h. used remotely to facilitate any activities for parties or in the countries referenced in Subsections 11.1(d)(iii)(h) and 11.1(d)(iii)(i) above; or
- i. purchased from any entity other than Samsung SDSI or a Samsung SDSI authorized reseller.

(iv) FOR ANY BREACH OF THE TECHNICAL SUPPORT WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND SAMSUNG SDSI'S ENTIRE LIABILITY SHALL BE RE-PERFORMANCE OF THE

DEFECTIVE TECHNICAL SUPPORT SERVICES, OR IF SUCH RE-PERFORMANCE IS NOT COMMERCIALY REASONABLY ACHIEVABLE, THE REFUND OF THE FEES CUSTOMER PAID SAMSUNG SDSI FOR THE DEFECTIVE TECHNICAL SUPPORT.

(v) TO THE EXTENT NOT PROHIBITED BY LAW, THE TECHNICAL SUPPORT WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE TECHNICAL SUPPORT, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARE HEREBY VOID, OVERRIDDEN, EXCLUDED AND DISCLAIMED.

11.2 SAMSUNG SDSI DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE *NON-SAMSUNG SDSI BRANDED* HARDWARE, SAMSUNG SDSI *BRANDED* HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, OR MEDIA.

11.3 EXCEPT AS MAY BE PROVIDED IN THE APPLICABLE LICENSE AGREEMENT(S), THE OPERATING SYSTEM, AND SOFTWARE PROVIDED BY A THIRD PARTY, IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE OPERATING SYSTEM, OR SOFTWARE PROVIDED BY A THIRD PARTY, ARE HEREBY VOID, OVERRIDDEN, EXCLUDED, AND DISCLAIMED.

12. DELIVERY, INSTALLATION AND ACCEPTANCE OF HARDWARE

12.1 Customer is responsible for installation of the Hardware unless Customer purchases installation Services from Samsung SDSI for that Hardware under this Customer Agreement pursuant to an Ordering Document attached to a Services Schedule. Samsung SDSI will deliver the Hardware to the delivery address specified by Customer on the Ordering Document to this Hardware Schedule. The applicable country specific Hardware shipping terms are located in the Ordering Policies, which may be accessed at <http://partner.samsungSDSI.com/>.

12.2 Acceptance of the Hardware is deemed to occur on delivery. Samsung SDSI may make and invoice Customer for partial deliveries. Samsung SDSI may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance. Samsung SDSI will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Samsung SDSI’s past practices regarding the amount and type of Hardware that Customer has ordered.

12.3 Title to the Hardware will transfer upon delivery, or as otherwise expressly provided for in the Ordering Document.

13. PRICING, INVOICING AND PAYMENT OBLIGATION

13.1 Customer may change a Hardware order prior to shipment subject to the then current change order fee as established by Samsung SDSI from time to time. The applicable change order fees and a description of allowed changes are defined in the Ordering Policies.

13.2 In entering into payment obligations under an Ordering Document, Customer agrees and acknowledges that Customer has not relied on the future availability of any Hardware, Operating System, Integrated Software or updates to the same. However, (a) if Customer orders Technical Support, the preceding sentence does not relieve Samsung SDSI of its obligation to provide such technical support under the Customer Agreement, if and when available, in accordance with Samsung SDSI’s then current Technical Support policies, and (b) the preceding sentence does not change the rights granted to Customer under an Ordering Document and the Customer Agreement.

13.3 Hardware and Integrated Software fees are invoiced as of the Delivery Date.

13.4 Technical Support fees are invoiced annually in advance. The period of performance for all Technical Support is effective upon the Delivery Date.

13.5 In addition to the prices listed on the Ordering Document, Samsung SDSI will invoice Customer for any applicable freight charges or applicable Taxes, and Customer will be responsible for such charges and Taxes notwithstanding any express or implied provision in the “Incoterms” or description equivalent referenced in the Ordering Policies.

14. TERM AND TERMINATION

14.1 This Hardware Schedule will become effective on the first Ordering Document (under this Hardware Schedule) Effective Date set forth in the first Ordering Document’s (under this Hardware Schedule) Ordering Document Effective Date and will continue in effect thereafter until the parties have fulfilled all obligations under such Ordering Document (or if there are other effective Ordering Documents still in effect, then until the parties have fulfilled all obligations under such other Ordering Documents). This Hardware Schedule may be terminated earlier as permitted under the Customer Agreement.

14.2 In addition to those Sections stated in Section 7.4 of the General Terms, Section 10 (Limitation of Liability), Section 15 (IP Infringement Indemnity), Section 16 (Indemnification by Customer), Subsections 11.1(a)(iii), 11.1(b)(v), 11.1(c)(v), 11.1(d)(v), and 11.1(e)(v) of Section 11 (Warranties, Disclaimers and Exclusive Remedies), Section 13 (Pricing, Invoicing and Payment Obligation), and Section 6 (Ownership) of this Hardware Schedule shall survive termination or expiration of the Customer Agreement.

15. IP INFRINGEMENT INDEMNIFICATION

15.1 Subject to Subsections 15.2, 15.3 and 15.4 below, if a third party makes a claim against Customer alleging that the unmodified Hardware infringes a third party’s intellectual property rights, Samsung SDSI, at Samsung SDSI’s sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Samsung SDSI, if the Customer does the following:

- g. notifies the Samsung SDSI promptly in writing, not later than ten (10) days after the Customer receives notice of the claim (or sooner if required by applicable law);
- h. gives Samsung SDSI sole control of the defense and any settlement negotiations or compromise; and
- i. gives Samsung SDSI the information, authority and assistance Samsung SDSI needs, at Samsung SDSI’s expense, to defend against or settle the claim.

15.2 If Samsung SDSI believes or it is determined that any of the Hardware may have violated a third party’s intellectual property rights, Samsung SDSI, at its option, may choose to either modify the Hardware to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially practicable, Samsung SDSI may terminate this Customer Agreement and the license for, and require return of, the applicable Hardware and refund any unused, prepaid Technical Support fees paid to Samsung SDSI.

15.3 Samsung SDSI will not indemnify or defend Customer if the Customer (i) makes a correction or modification of the Hardware not provided by Samsung SDSI or otherwise alters or uses it outside the scope of use identified in the Hardware Documentation; (ii) uses a version of Hardware which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Hardware which was provided to the Customer; (iii) fails to properly install an update; (iv) continues to use the applicable Hardware after the end of the license to use that Hardware; or (v) combines the Hardware with items not provided by Samsung SDSI or approved for combination with the Hardware in the Hardware Documentation. Samsung SDSI will not indemnify nor defend Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Samsung SDSI. Samsung SDSI will not indemnify nor defend Customer for any portion of an infringement claim that is based upon the combination of any Hardware with any products or services not provided by Samsung SDSI. Samsung SDSI will not indemnify nor defend Customer for infringement caused by Customer’s actions against any third party if the Hardware as delivered to Customer and used in accordance with the terms of the Customer Agreement would not otherwise infringe any third party intellectual property rights.

15.4 This Section (IP Infringement Indemnification) provides Customer's exclusive remedy and Samsung SDSI's sole liability in connection with any Hardware infringement claims.

16. INDEMNIFICATION BY CUSTOMER

Customer shall, at its sole expense, defend, indemnify, and hold harmless Samsung SDSI and its licensors from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorneys' fees and litigation expenses) that Samsung SDSI or its licensors may incur relating to or arising from (i) any modification of or addition to the Hardware, Operating System, Integrated Software not provided or approved in writing by Samsung SDSI, or (ii) any infringement, misappropriation, or other claim that arises from the combination of the Hardware, Operating System or Integrated Software with any hardware, software or data not authorized in writing by Samsung SDSI, provided that such claim would not have arisen from the use of the Hardware, Operating System or Integrated Software alone.