

SAMSUNG SDS AMERICA, INC.

GENERAL TERMS

These general terms (collectively with the Software Schedule) ("**General Terms**") are entered into by and between Customer and SDS America, Inc. ("**Samsung SDS**") to establish the licensing of Samsung SDS's software, and the provision of Samsung SDS's technical support to Customer, for the software and technical support for which Customer has agreed to pay Samsung Electronics America, Inc. ("**SEA**"), pursuant to a Quote Form. In order for the Quote Form to be valid, the Quote Form (i) must be signed by Customer and SEA, and (ii) subject to, and incorporates these General Terms. The parties acknowledge that: (i) Customer will not be making payment directly to Samsung SDS for the software and technical support, but instead Customer will make payment to SEA as a sales agent type representative of Samsung SDS and, in turn, SEA will remit a certain portion of such payment to Samsung SDS, (ii) the software is owned by Samsung SDS, and its licensors, and such are not owned by SEA, (iii) Samsung SDS, and not SEA, is providing a license to the software to Customer; and (iv) Samsung SDS, and not SEA, will be providing the software technical support to Customer. "Customer" means the customer set forth on such Quote Form.

1. DEFINITIONS

- 1.1. "**Agreement**" means the Quote Form and any terms incorporated therein by reference including these General Terms and Schedule.
- 1.2. "**Fees**" means the fees for the Products as set forth in the Quote Form.
- 1.3. "**Marks**" means all trademarks, service marks, trade names, logos, or other words or symbols, identifying the Software or Samsung SDS's business.
- 1.4. "**Quote Form**" means the SEA commercial document which sets forth the commercial terms and ancillary documents between SEA and Customer for acquiring the Products that contains terms specific to the Transaction (e.g., price, Product descriptions, quantity, delivery dates) and incorporates these General Terms by reference.
- 1.5. "**Product(s)**" means the Software and Technical Support (as defined in the Software Schedule) provided by Samsung SDS to Customer under these General Terms for Products ordered pursuant to a Quote Form.
- 1.6. "**Schedule**" refers to the schedule for Software to these General Terms that contains terms and conditions applicable to the particular type of Products to be delivered and/or performed.
- 1.7. "**Services**" means the services to be performed by Samsung SDS for Customer without limitation, training, installation, and configuration, performed pursuant to a Statement of Work under a separate professional services agreement between Customer and SEA.
- 1.8. "**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.
- 1.9. "**Transaction**" means one transaction (together, the "**Transactions**") for Samsung SDS' provision of Products offered by SEA through Customer's execution of a Quote Form.

2. INTRODUCTION; AGREEMENT STRUCTURE

- 2.1. These General Terms and the Schedule shall govern use of the Products ordered by Customer pursuant to an executed Quote Form, and each Quote Form forms a separate and independent contract for Customer's access to the Products with Samsung SDS. The Quote Form shall contain the particular type of Products to be delivered and shall be governed by the Software Schedule.
- 2.2. It is expressly agreed that the terms included in any Customer's purchase order, Customer's procurement internet portal, or any other similar non-Samsung SDS document are void and have no legal effect and shall not apply to the Products ordered herein. These General Terms 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 SDS. The Schedule 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 SDS's offerings which may be different than, or in addition to, these General Terms.
- 2.3. The parties entering into one or more Quote Forms will not, by itself commit Customer to purchase, or Samsung SDS to provide, any specific Products or Services. Upon the parties' execution of the Quote Form for a specific Transaction, Samsung SDS will provide the Products specified on the Quote Form in accordance with the terms of such Quote Form. Each Quote Form must be signed by Customer and SEA in order to be valid, and is subject to this Agreement and incorporates this Agreement. At a minimum, each Quote Form will identify the Software, the License Type, quantity and pricing (if applicable), and the term of Technical Support (if applicable). No Quote Form subsequent to any previous Quote Form shall affect any previous Quote Form, unless expressly stated to the contrary in such subsequent Quote Form.

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

- 3.1. Payments. Customer will pay all Fees described in the Quote Form to SEA, as Samsung SDS's payment agent, in accordance with the payment terms found therein and herein.
- 3.2. All amounts payable by Customer to SEA under this Agreement are exclusive of any Taxes. Customer will pay all Taxes, except solely to the extent it provides SEA 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 SEA for any taxes based upon the net worth, capital, or net income of Samsung SDS.

- 3.3. Customer shall pay or reimburse SEA for Samsung SDS (i) travel and living expenses, and (ii) any other out-of-pocket expenses incurred in connection with the performance of these General Terms provided such expenses are approved in advance in writing or are part of a budget approved in advance in writing.
- 3.4. Samsung SDS shall be under no obligation to authorize use of the Software by Customer unless and until all amounts due to SEA pursuant to the Quote Form or other written instructions are paid by Customer to SEA.

4. ORDER OF PRECEDENCE

In the event of inconsistencies between the terms the General Terms, the Software Schedule and the Quote Form, the following order of precedence shall be, in decreasing order of precedence: Software Schedule; General Terms; and Quote Form.

5. MARKS

As between Samsung SDS and Customer, all Marks are and will remain the exclusive property of Samsung SDS or its licensors, whether or not specifically recognized or perfected under the laws of the territory. Unless otherwise specifically provided under these General Terms, 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 SDS's prior written consent.

6. NONDISCLOSURE

- 6.1. If a party discloses its Confidential Information to the other party under these General Terms, 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 these General Terms and a Quote Form, and these General Terms and its contents, shall be considered Samsung SDS'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 these General Terms. 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 these General Terms 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:
 - (a) is made public by the Disclosing Party, or is in the public domain otherwise than as a result of a breach of these General Terms;
 - (b) 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;
 - (c) 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
 - (d) 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 these General Terms, 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. TERM AND TERMINATION

- 7.1. Term. The provisions of this Agreement apply to each Product ordered, beginning upon the Quote Form effective date and continuing through the expiration of the applicable License Term stated in the Quote Form unless otherwise terminated in accordance with this Agreement. Any termination of a Quote Form shall not affect, amend or modify any of the terms, provisions, rights or obligations under any other Quote Form and such other Quote Form(s) will remain in full force and effect according to the terms thereof.
- 7.2. Either party will have the right to terminate access to and use of Products offered pursuant to the Quote Form, if the other party (i) breaches a material term of this 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.
- 7.3. Samsung SDS may terminate this 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 the Schedule.
- 7.4. Upon the expiration or termination of Quote Form, 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 SDS to terminate relations in an orderly manner:
- (a) Customer must pay within thirty (30) days all amounts which have accrued to SEA, as Samsung SDS' payment agent, prior to such termination, as well as all sums remaining unpaid for Products ordered under applicable Quote Form plus related Taxes;
 - (b) Customer will, at Samsung SDS's option, destroy or deliver to Samsung SDS or its designee all items within Customer's possession or control that contain any Samsung SDS 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
 - (c) Customer will, at Samsung SDS's option, deliver to Samsung SDS a certificate, executed by an officer of Customer, on which Samsung SDS may rely, which certifies that Customer has complied with all of its termination obligations set forth in these General Terms and the Schedule(s).
- 7.5. Provisions that survive termination or expiration of these General Terms include Section 6 (Nondisclosure) and those Sections as set forth in a Schedule, and others which by their nature are intended to survive.

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 ninety (90) days, either party may cancel the unperformed portion of the Products and the affected Quote Form upon written notice. This Subsection (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 this Agreement and the English version shall be deemed the original. The English language of this 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. This Agreement is governed by the substantive and procedural laws of New Jersey; and Customer and Samsung SDS agree to submit to the exclusive jurisdiction of, and venue in, the courts in New Jersey in any dispute arising out of or relating to this Agreement.
- 8.4. Legal 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 below or such other address as a party may designate to the other party in writing.

If to Samsung SDS:
Samsung SDS America, Inc.
100 Challenger Road, 6th Floor
Ridgefield Park, NJ 07660
Attn: CFO

with a copy to:
Legal Department
100 Challenger Road, 6th Floor
Ridgefield Park, NJ 07660
Attn: General Counsel

If to Customer: At the Customer address entered in the electronic login for acceptance of the Quote Form

Attn: Legal Department

Any non-legal notice required under this Agreement must be provided to the other party in writing.

- 8.5. **Assignment.** Customer may not assign, delegate, sub-contract, or otherwise transfer this Agreement or the Quote Form 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 SDS's prior written approval. Any attempt to do so without Samsung SDS's prior written approval shall be void.
- 8.6. **Independent Contractor.** Samsung SDS and Customer are independent parties. Nothing in this 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 these General Terms, 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 SDS each will be responsible for paying their own employees, including employment related taxes and insurance.
- 8.7. **Severability.** If any provision of this 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 Agreement and the remainder of this Agreement shall continue in full force and effect.
- 8.8. **Statute Of Limitation.** Except for actions for nonpayment or breach of Samsung SDS's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.
- 8.9. **Third Party Beneficiary.** Customer expressly acknowledges and agrees that Samsung SDS Co., Ltd. is an intended third party beneficiary of this Agreement. Samsung SDS Co., Ltd. is entitled to the same rights and protections afforded Samsung SDS under this Agreement and are entitled to enforce the terms and conditions of this Agreement, as is Samsung SDS. Other than as specified in this Subsection (Third Party Beneficiary), no third party beneficiary relationships are created by these General Terms.
- 8.10. **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 Agreement. Whenever the terms "including" or "include" are used in this 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.
- 8.11. **Remedies.** Except as expressly provided to the contrary herein, all remedies set forth in this Agreement are the sole and exclusive remedy.
- 8.12. **Entire Agreement.** This Agreement is the complete agreement for the Products and/or Services ordered by Customer and supersedes all prior or contemporaneous agreements, both written and oral regarding such Products and Services. Neither party has entered into this Agreement in reliance upon any representation, warranty, covenant or undertaking of the other party that is not set out or referred to in this Agreement.

SOFTWARE SCHEDULE

This Software Schedule ("**Software Schedule**") is a Schedule to the General Terms and all such terms shall apply to Software ordered by a Customer under a Quote Form.

1. DEFINITIONS

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

- 1.1. "**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.
- 1.2. "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of the General Terms.
- 1.3. "**Software**" refers to (a) the software owned or distributed by Samsung SDS that Customer has ordered under the Quote Form, (b) Software Documentation and (c) any Software updates acquired through Technical Support.
- 1.4. "**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 SDS. Software Documentation shall include any updated Software Documentation that Samsung SDS provides with updates.
- 1.5. "**Technical Support**" consists of technical support services for the Software and is described in this Software Schedule and the Software Technical Support Policy as further described in Section 4 below.

2. RIGHTS GRANTED

- 2.1. Subject to Customer's compliance with the General Terms and the Software Documentation, Samsung SDS 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 Quote Form, 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, license type (term) designation, and additional restrictions as set forth in the Quote Form.
- 2.3. Unless otherwise specified in the Quote Form, Customer may only make one (1) copy of the Software for each Software license, and its Software media, licensed by Customer under the Quote Form 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 SDS.

3. RESTRICTIONS

- 3.1. Customer may only use the Software as expressly permitted under this Software Schedule, including the applicable Quote Form in effect, and in compliance with the Software Documentation. Customer may not:
 - (a) remove or modify any Software markings or any notice of Samsung SDS's or its licensors' proprietary rights;
 - (b) distribute or 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) otherwise attempt to discover the source code of the Products delivered in object code; or
 - (e) disclose results of any Software benchmark tests without Samsung SDS's prior written consent.
 - (f) modify, port, create derivative works of, adapt or translate the Products.
- 3.2. use the Software on a time-sharing, service bureau, remote job entry, or other multiple user basis; (b) 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 SDS, or a Samsung SDS 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 SDS and provide the access, resources, materials, personnel, information and consents that Samsung SDS 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 SDS's discretion, however, Samsung SDS 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.samsungds.com/us/en/support/contracts/generic-tc.html>

- 4.2. Technical Support is effective upon the Software license term Commencement Date unless otherwise stated in the Quote Form.
- 4.3. If Customer decides to purchase Technical Support for any Software within a Software set licensed by Customer under a single Quote Form, 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 SDS 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 SDS will deliver the tangible media to the delivery address specified on the Quote Form. Customer agrees to pay applicable media and shipping charges.

6. PRICING, INVOICING AND PAYMENT OBLIGATION

- 6.1. In entering into payment obligations under the Quote Form, 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 SDS of its obligation to provide such Technical Support under the General Terms, if and when available, in accordance with Samsung SDS's then current Technical Support policies, and (b) the preceding sentence does not change the rights granted to Customer under a Quote Form and the General Terms.
- 6.2. Software fees are invoiced by SEA as set forth in the Quote Form.
- 6.3. Technical Support fees are invoiced by SEA annually in advance. The period of performance for all Technical Support is effective upon the Software license Commencement Date as set forth in the Quote Form.
- 6.4. In addition to the prices listed on the Quote Form, Samsung SDS 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 Quote Form and shall expire at the end of the license type (term) set forth in the Quote Form unless terminated earlier in accordance with the General Terms. In addition to a party's right to terminate under Section 7 of the General Terms, Samsung SDS may terminate the Quote Form in the event that Customer breaches Section 3 (Restrictions) or 10 (Ownership) of this Software Schedule. Notwithstanding anything to the contrary contained herein, Samsung SDS shall be under no obligation to authorize use of the Software by Customer unless and until the associated license fee is paid by Customer to SEA.
- 7.2. Upon expiration or termination of the Agreement Customer will purge from its computer systems, storage media, and other files and, at Samsung SDS's option, destroy or deliver to Samsung SDS 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 SDS's Confidential Information.
- 7.3. In addition to those Sections stated in Subsection 7.5 of the General Terms, Section 6 (Pricing, Invoicing and Payment Obligation), Section 10 (Ownership), Section 15 (Limitation of Liability), Section 16 (Warranties, Disclaimers), Section 17 (Software IP Infringement Indemnity), and Section 18 (Software Indemnification) of this Software Schedule shall survive termination or expiration of the Agreement

8. REGISTRATION

Certain Software will require Customer to register and provide certain data about Customer. In consideration of use of such Software, in registering and providing such data, Customer represents and warrants that: (a) the information about Customer is true, accurate, current, and complete (apart from optional items) as required by the Software registration forms ("Registration Data") and (b) Customer will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If Customer provides any information that is untrue, inaccurate, not current or incomplete, or Samsung SDS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Samsung SDS has the right to suspend or terminate Customer's account and refuse any and all current or future use of Software. All Software Registration Data become the exclusive property of Samsung SDS and Samsung SDS Co., Ltd.

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 General Terms 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 SDS 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 General Terms. For clarity, any third party technology provided by Samsung SDS 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 General Terms and this Software Schedule.

10. OWNERSHIP

As between Samsung SDS 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 SDS 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 the General Terms. Samsung SDS 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 SDS 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 the General Terms), 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 SDS 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 SDS 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 SDS's request, Customer will execute, or obtain the execution of, any instrument that may be appropriate to assign these rights to Samsung SDS or its licensors or perfect these rights in Samsung SDS'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 SDS hereunder, are expressly and exclusively retained by Samsung SDS 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 SDS 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 General Terms, 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

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