

### **Consulting and Technical Support Services (CTS) Addendum**

The following CTS services terms (**CTS Terms**) modify the existing agreement between Client and Unisys (**Agreement**) and apply to Client orders for CTS services described in an order accepted by Unisys (**CTS or Services for purposes of this Addendum**). These CTS Terms control in the event of any conflict with the Agreement solely with respect to CTS Services. Unisys may change the terms of this Addendum at any time by posting revised terms at <https://www.unisys.com/client-contract-terms/>. Changes apply only to new orders and renewals executed after the posting date of the change.

**1. Services** – Unisys will provide the Services to assist Client in support of Client’s projects, subject to availability of qualified personnel and the difficulty and scope of the requested services. Client is responsible for its compliance with and interpretation of all laws and requirements affecting its business, including any applicable deadlines for compliance; for determining objectives and obtaining desired results. Client acknowledges that Unisys is a U.S. based enterprise. Without limiting its obligations under this Section, Client shall not use the Services in support of activities that involve a jurisdiction, state, government, entity, or individual that is the subject of sanctions or prohibitions under U.S. sanctions laws, executive orders, import, export or other regulations, and the activity is not authorized by a general or specific license from the applicable U.S. government entity. The Services do not constitute legal advice. Client shall provide information that is current, complete, and correct and ready access to Client’s staff and resources as are necessary to the provision of the Services.

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

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

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

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

**4. Invoicing and Payment.** Unisys will invoice Client in local currency as the Services are performed and any other applicable charges (including charges for applicable taxes and travel and lodging as incurred). Prices are exclusive of all taxes.

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

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