

**JPMorgan Chase Bank, National Association**  
**Purchase Order Terms and Conditions**

1. **PO Terms.** These purchase order terms and conditions (these “**PO Terms**”) govern any transactions between you (“**Supplier**”, “**you**” or “**your**”), and JPMorgan Chase Bank, National Association and/or one or more of its Affiliates (individually or collectively, “**JPMC**”, and each, a “**JPMC Entity**”), including as referenced in any electronic, manual or other documented purchase order (“**PO**”) to which these PO Terms relate. These PO Terms are deemed to relate to any PO provided to you by a JPMC Entity.

2. **POs.** These PO Terms apply to your provision of and obligations with respect to, and JPMC’s receipt and rights with respect to, the goods and licensed materials (“**Products**”), services (“**Services**”). Products, Services and the results of the Services are individually and collectively referred to as the “**Deliverables**”. The specifications for the Deliverables as described in the PO are individually and collectively referred to as the “**Specifications**”. A PO for Services is deemed to include any related SOW or Services Description. By (a) performing under the PO (for example, by shipping Products or commencing Services designated on the PO by JPMC), (b) clicking where indicated in the applicable JPMC online system, or (c) any other indication by email, fax, or other communication, (each, an “**Affirmation**”), you agree that all transactions between you and JPMC are governed by these PO Terms, as they have been updated as of that date (the “**Effective Date**”). Each PO to which these PO Terms relate is a separate agreement between you and the JPMC Entity on behalf of whom that PO is issued; only that JPMC Entity will be liable for obligations under that PO. All subsequent references to “**JPMC**” in these PO Terms will be deemed references to the JPMC Entity on whose behalf the PO is issued. The benefits of any PO extend to the JPMC Entity that issues the PO and to other JPMC Entities, customers, employees, suppliers, business partners and divested companies including as may be described in that PO or these PO Terms.

3. **Other Agreements.** If any other agreement (each, an “**Agreement**”) is in effect between you and JPMC or an applicable JPMC Entity, (a) the amounts spent under these PO Terms will be included for purposes of any calculation under any such Agreement, for example, for volume discounts and limitations of liability, and (b) to the extent that the Agreement covers the Products or Services acquired under these PO Terms, if a term of these PO Terms is inconsistent with a term of the Agreement, the term of these PO Terms will control unless the Agreement expressly provides otherwise. No additional or different terms or conditions contained in your quotations, acknowledgments, invoices, shrink-wrap, click-wrap, browse-wrap or other Supplier or third party terms or conditions or documents are of any force or effect.

4. **Definitions.** The term “**Affiliate**” means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party; one entity “**controls**” another entity if it has the power to direct the management and policies of the other entity. The term “**including**” means including without limitation. The term “**days**” means calendar days. The term “**Business Day**” means Monday through Friday, excluding any official JPMC holidays. The term “**Agent**” means third party consultants, outsourcers, contractors and other service providers. The term “**Intellectual Property Rights**” means, collectively, any patent, copyright, trade secret, trademark or other intellectual property or proprietary rights. The term “**Supplier Personnel**” means, collectively, Supplier employees and the personnel of any Agent, representative or subcontractor providing Deliverables.

5. **No Exclusivity; No Minimum.** There is no commitment on behalf of JPMC or any JPMC Entity to purchase (exclusively or otherwise) any Products or Services under these PO Terms.

6. **Books and Records; Audits.** Supplier will maintain complete and accurate books and records of prices, fees and expenses, including original documentation supporting all expenses charged to JPMC in accordance with United States generally accepted accounting principles. Supplier will retain those records for three years after delivery of the Deliverables and will make those records available to JPMC or its third party auditor, during normal business hours upon reasonable advance written notice no more than once per year unless JPMC’s request is triggered by a third party, including a government authority, regulatory agency, accreditation body, or court order.

7. Notices. All notices must be in writing and will be deemed given only when sent by first class mail (return receipt requested), hand-delivered or sent by a nationally recognized overnight delivery service to the party to whom the notice is directed, at its address indicated in the applicable Schedule. Supplier will send a copy of all notices to JPMorgan Chase Bank, N.A., Legal Department, Mail Code NY1-E088, 4 New York Plaza, 21st Floor, New York, NY 10004-2413, Attention: Workflow Manager. The notice must specify the applicable PO number.

8. Independent Contractor. Supplier is an independent contractor and will at its own expense timely pay to or on behalf of Supplier Personnel: (a) all compensation and benefits; (b) all applicable federal, state, and local income taxes, premiums or assessments (withheld or otherwise), payroll taxes, FICA, Medicare, unemployment insurance, and any other taxes, premiums, or assessments, and (c) statutory workers compensation insurance. Supplier will also assure that any permitted subcontractors comply with the foregoing obligations. Neither these PO Terms nor any PO creates the relationship of employer and employee, a partnership, joint venture, or other relationship between any JPMC Entity and Supplier or any Supplier subcontractor or any Supplier Personnel. Supplier will have no authority to bind, obligate, or commit JPMC by any promise or representation without the prior written approval of JPMC.

9. No Publicity. Supplier will not: (a) use the names, trademarks, service marks, logos or other identifying marks of JPMC or any of its Affiliates in any sales, marketing or publicity activities or materials, or (b) issue any press release, interviews or other public statement without the prior written consent of a Senior Vice President or Managing Director of both JPMC's media relations and sourcing organizations.

10. Invoices. Supplier will invoice JPMC as specified in the PO. JPMC will pay all undisputed amounts (and any pre-approved expenses incurred in accordance with JPMC's travel policy) on each invoice within 60 days after JPMC's receipt of a correct invoice. If JPMC reimburses for meals or entertainment costs incurred by Supplier, any Internal Revenue Code Section 274 limitation on deductibility of the costs will be assumed by Supplier, not JPMC. JPMC has the right to set-off amounts owed by Supplier to JPMorgan Chase & Co. against amounts payable hereunder. JPMC's failure to pay an invoice shall not be deemed a material breach. Each invoice will be submitted in a form acceptable to JPMC, including, if applicable, via JPMC's electronic invoice system. The pricing offered to JPMC shall be the lowest pricing Supplier offers to any other customer.

11. Taxes. Unless JPMC provides Supplier with a valid and applicable exemption certificate, Customer JPMC reimburse the Supplier for sales, use, excise, services, consumption and other taxes or duties (excluding value added tax), if any, that the Supplier is required to collect from JPMC and which are assessed on the purchase, license and/or supply of Goods and/or Services. JPMC and Supplier (for itself and its agents, representatives and Subcontractors) shall each bear sole responsibility for all taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts. Supplier's Personnel shall not be considered employees of JPMC by reason of their provision of Services under this Agreement and Supplier shall bear sole responsibility for all payroll and employment taxes relating to Supplier's Personnel.

12. Confidentiality. Supplier agrees that any and all information that relates to the research, development, trade secrets, employee, customer and supplier information, as to each whether current, former or prospective, including any personal information (collectively, "**Personal Information**") or business of JPMC or an Affiliate (collectively "**Confidential Information**") that is disclosed by or through JPMC or an Affiliate to Supplier in connection with the PO as well as Confidential Information which is learned by Supplier without JPMC's intentional disclosure of such Confidential Information, is and shall remain, the sole and exclusive property of JPMC to be held in strict confidence by Supplier solely for JPMC's benefit.

13. Return or Destruction. Supplier will return or destroy, as required by JPMC, any of JPMC's Confidential Information within 30 days after the earlier of: (a) JPMC's request, or (b) the date Supplier no longer requires that Confidential Information to perform its obligations to JPMC. If JPMC so requests, Supplier will provide JPMC with a certificate, signed by an officer of Supplier, certifying that all of that Confidential Information has

been returned or destroyed. If Supplier fails to comply with this section, (i) Supplier will pay JPMC's reasonable costs of enforcement, (ii) JPMC will be entitled to retain all amounts then due or owed to Supplier, and (iii) there will be no limitation of liability on any damages or any kind directly or indirectly incurred by JPMC or any JPMC Entity arising out of that failure.

14. Term and Termination. These PO Terms are effective from the Effective Date until terminated in accordance with its terms. JPMC may terminate these PO Terms or any PO for convenience, in whole or in part, at any time and without liability, by giving Supplier at least 10 days prior written notice of the termination date. Upon termination, JPMC will receive (without prejudice to any other right or remedy available to JPMC) a prompt refund of all fees paid in advance for Products or Services not yet provided by Supplier. JPMC will pay Supplier for any accepted Products or Services provided prior to the effective date of termination unless such payment is prohibited by law or subject to any applicable set-off right.

Either party may terminate these PO Terms or any PO, in whole or in part, as of the date specified in a notice of termination if (a) the other party materially breaches its obligations under these PO Terms and does not cure that breach within 30 days after receiving the non-breaching party's notice; (b) any regulator having jurisdiction over JPMorgan Chase & Co. objects to these PO Terms; (c) JPMC reasonably determines that Supplier does not or cannot meet JPMC's standards; or (d) there is a change in any Law that impacts JPMC's use of Supplier's products or services. If JPMC terminates for cause, JPMC will have no obligation to pay any termination fee or costs, meet any minimum payment requirements, or pay any penalty.

15. Supplier's Representations and Warranties. Supplier represents and warrants that: (a) it has obtained all rights, approvals and consents necessary to perform its obligations and grant all rights to JPMC under the PO and these PO Terms; (b) each component of each Deliverable is, and will remain, fully compatible with all of the other component items comprising the Deliverable; (c) all Services provided by Supplier will be performed in a professional and businesslike manner by qualified personnel; (d) it will perform all of its obligations in compliance at all times with all foreign and local statutes, orders, laws, rules regulations, self-regulatory standards, and regulatory interpretations and guidance applicable to Supplier in performing its obligations to JPMC or that would be applicable to JPMC if JPMC were performing those obligations using its own employees and assets ("Applicable Laws"); (e) the Deliverables and JPMC's use of the Deliverables do not and will not infringe, misappropriate or violate any patent, copyright, trademark, trade secret or other intellectual property right (collectively, "Intellectual Property Rights") of JPMC or any third party; and (f) the Deliverables and any systems Supplier uses to provide the Services do not and will not contain any computer code that: (i) is designed to disrupt, disable, harm, modify, delete or otherwise impede the operation of the Deliverables or any of JPMC's software, computer systems or networks ("JPMC Systems"), whether viruses, worms or otherwise; (ii) would disable the Deliverables or JPMC Systems or impair their operation based on the elapsing of a period of time; or (iii) permits Supplier or any third party to access the Deliverables or JPMC Systems for any reason, whether via trap doors, access codes, back door or other devices. If Supplier fails to remedy any non-conformance to any of the above representations or warranties within five days, JPMC may at its option, without cost or liability and without prejudice to any other right or remedy available to JPMC, cancel the applicable Schedule(s), in whole or in part, with respect to (x) the affected Deliverables and (y) any other goods, services or licensed materials previously ordered by JPMC from Supplier that JPMC is unable to fully use as a consequence of the non-conformity, and Supplier will promptly return to JPMC the net price paid by JPMC for all affected Deliverables. These representations and warranties will also apply to all replacement Deliverables.

EXCEPT AS SET FORTH IN THESE PO TERMS, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Indemnification. Supplier will indemnify, defend and hold harmless JPMC and all of its direct and indirect officers, directors, employees, Agents, successors and assigns (each, an "Indemnified Person") from any and all losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, "Losses"), and threatened Losses due to, arising from or relating to third party claims, demands,

actions or threat of action (whether in law, equity or in an alternative proceeding) arising from or relating to (each, an “**Indemnified Claim**”): (a) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person by (i) any Deliverables or (ii) JPMC receipt or use of any Deliverables; (b) Supplier’s actual or alleged breach of any of the confidentiality provisions in these PO Terms; or (c) negligent, willful or reckless acts or omissions of or by any Supplier Personnel. No settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without the Indemnified Person’s prior written consent (not to be unreasonably withheld).

17. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. Notwithstanding the foregoing, the limitations of liability set forth in the preceding sentence will not apply to damages or losses in connection with: (a) death, personal injury or property damage caused by Supplier or Supplier Personnel; (b) fraud, gross negligence or the willful or reckless misconduct of Supplier, its subcontractors, its Agents or Supplier Personnel; (c) Supplier’s breach of the confidentiality provisions under these PO Terms, the PO, or the Agreement; or (d) claims pursuant to the indemnification provisions set forth in Section 16.

18. Dispute Resolution. Except as provided in Section 19, neither party will invoke formal dispute resolution procedures other than in accordance with this Section 18. Any party may give the other party notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of that notice, the receiving party will provide a written response. Within 15 days after delivery of the receiving party’s notice, executives of the parties who have authority to resolve the dispute will meet to attempt to resolve the dispute. All reasonable requests for information will be honored. If the matter has not been resolved within 45 days after the disputing party’s initial notice, or if the executives fail to meet within 15 days of the receiving party’s notice, either party may commence legal action with respect to the dispute or claim. All negotiations pursuant to this Section 18 will be confidential and therefore treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

19. Immediate Injunctive Relief. Supplier acknowledges that JPMC will be irreparably harmed and Section 18 will not apply if Supplier breaches (or attempts or threatens to breach): (a) its obligation respecting continued performance in accordance with Section 20, or (b) its obligations with respect to JPMC’s Confidential Information. If a court of competent jurisdiction finds that Supplier has breached (or attempted or threatened to breach) any of those obligations, Supplier agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling performance by Supplier and restraining it from any further breaches (or attempted or threatened breaches).

20. Continued Performance. If a dispute is being resolved before the PO expires, each party will, unless otherwise directed by the other party, continue performing its obligations to the other party (other than JPMC’s obligation to pay amounts disputed in good faith).

21. Governing Law. These PO Terms, and any dispute or claim arising out of or in connection with the PO or these PO Terms, whether arising in contract, tort or otherwise, shall be governed by and construed in accordance with New York law. All disputes or claims arising out of or in connection with the PO or these PO Terms shall be submitted to the exclusive jurisdiction of the State and Federal courts within the Borough of Manhattan, City of New York. Supplier and JPMC agree to waive their right to have a jury participate in the resolution of a dispute arising out of the PO or these PO Terms.

22. Remedies. The election of any one or more remedies by either party will not constitute a waiver of the right to pursue other available remedies.

23. Insurance. Within five Business Days after the execution of these PO Terms or before commencing the provision of Deliverables or permitting any subcontractor to commence the provision of Deliverables,

whichever is earlier, for a period of seven years thereafter, Supplier will provide, pay for (at its own cost) and maintain in full force and effect, the following insurance (with carriers rated A- VIII by AM Best & Co.) at not less than the prescribed minimum limits of liability, covering Supplier activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, and anyone for whose acts they may be legally liable for: (a) Workers' Compensation based upon the state required statutes and Employer's Liability Insurance, with a limit of not less than US\$1,000,000 per incident; (b) Commercial General Liability Insurance, US\$2,000,000 per occurrence combined single limit and the policy shall be endorsed to include "JPMorgan Chase & Co. and any and all subsidiaries, directors, officers, employees, and agents as their interests may appear" as an additional insured; (c) Commercial Blanket Bond or equivalent insurance, with a limit of not less than US\$10,000,000 per claim and including coverage for property of others in the possession of said Supplier; (d) Technology Errors and Omissions, Media Error and Omissions, or Similar Professional Liability/Errors and Omissions Liability Insurance in the amount of not less than US\$10,000,000 per occurrence; and (v) if Supplier accesses JPMC Systems or has access to Confidential Information, Privacy and Network Security coverage in the amount of not less than US\$10,000,000 per occurrence; such policy will include "JPMorgan Chase & Co. and any and all subsidiaries, directors, officers, employees, and agents as their interests may appear" as an additional insured. Supplier's insurance will be primary, and all insurance carried by JPMorgan Chase & Co. is strictly excess and secondary and will not contribute with Supplier's insurance. The requirements of these PO Terms as to insurance limits, acceptability of insurers, and insurance to be maintained by Supplier are not intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Supplier under these PO Terms. Supplier will, on request, permit JPMC to examine original insurance policies and certificates.

24. Subcontractors. Supplier may not subcontract (including to any of its Affiliates) performance or provision of any Products, Services or other Deliverables without giving JPMC notice, which notice must include the name of the subcontractor and the portion of performance or provision being subcontracted. Supplier will maintain a program to manage its material subcontractors, including due diligence into the financial and operational stability and ongoing performance of subcontractors. Supplier will remain solely responsible for all Products, Services and other Deliverables and will be liable for any subcontractor's failure to perform or abide by the provisions of this Agreement.

25. Assignment. Supplier will not assign or transfer these PO Terms, any PO or all or any portion of its obligations or duties under these PO Terms or any PO, without JPMC's express, prior written consent. Any assignment in contravention of this provision will be null and void. These PO Terms will be binding on all assignees and successors in interest. JPMC may assign these PO Terms or any of its rights hereunder in whole or in part, without Supplier's consent: (a) to any existing or future JPMC Entity, or (b) to a surviving entity in the case of a JPMC merger, acquisition, divestiture, consolidation or corporate reorganization (whether or not JPMC is the surviving entity).

26. Acquisition of Entity with Existing Relationship. If any merger or acquisition results in a JPMC Entity and Supplier having in effect other agreement(s) with the same general subject matter as these PO Terms, JPMC may, at its option: (a) terminate these PO Terms or the other agreement(s) in whole or in part (and without JPMC having any liability or incurring any additional charges to Supplier); and (b) require Supplier to enter into appropriate documents to move Supplier's delivery, license and services obligations, in whole or in part, from any terminated agreement to any continuing agreement. If JPMC does move obligations, JPMC will receive the benefit of any enterprise-wide pricing and any volume discounts even if the agreement containing that pricing or those discounts was terminated.

27. Severability. If any provision of these PO Terms is unenforceable in any jurisdiction, the other provisions of these PO Terms will remain in full force and effect in that jurisdiction and will be construed in order to effectuate the purpose and intent of these PO Terms. The unenforceability of any provision of these PO Terms in any jurisdiction will not affect the enforceability of any such provision in any other jurisdiction.

28. Waiver. No delay or omission in the exercise of any right or remedy by either party will be deemed a waiver of any right or remedy under these PO Terms. No waiver of any term, condition, default, breach, right, or

remedy under these PO Terms will be valid or binding on JPMC unless in writing (and not in electronic form) signed by a JPMC authorized representative. No waiver will constitute a waiver of any other term, condition, default, breach, right, or remedy under these PO Terms, nor will any waiver be construed to be a waiver of any subsequent breach or constitute a continuing waiver.

29. Equal Employment Opportunity. If Supplier is a U.S. legal entity, then Supplier will not, and will ensure that Supplier Personnel do not, discriminate against any of its employees or applicants for employment because of age, race, color, religion, creed, citizenship status, marital status, sexual orientation, sex, gender identity, genetic information, national origin, disability, veteran status or any other protected status under applicable law (e.g., civil union status, height, weight, arrest record and status with regard to public assistance, to the extent protected under applicable law). Supplier further agrees, unless exempt, to comply with all applicable requirements of the equal opportunity and affirmative action clauses set forth in Executive Order 11246 (applicable to subcontractors), as amended, in the regulations of the Department of Labor implementing the Vietnam Era Veterans Readjustment Act of 1974, and in the Rehabilitation Act of 1973, as amended, which, together with the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated into this Agreement by reference. **Supplier will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Supplier takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** Supplier will comply with JPMorgan Chase & Co.'s policy of maintaining a business environment free of all forms of discrimination, including sexual harassment.

30. Entire Agreement; Amendments. These PO Terms, together with the Agreement and the PO contains the entire agreement between the parties regarding the subject matter described in these PO Terms and the PO, and all other promises, representations, understandings, arrangements, and prior agreements related to that subject matter are superseded. JPMC may amend these PO Terms by publishing them, as amended (in any electronic PO system, or by publishing them to you by email, fax or otherwise, including furnishing them in connection with any PO), and the updated PO Terms will apply to all POs issued by JPMC, or renewed, after the date the updated PO Terms are so published. These PO Terms may be amended by an agreement in writing (and not in electronic form) signed by authorized representatives of both parties, that expressly states that it is an amendment to the PO Terms for certain POs designated in that amendment. For avoidance of doubt, these PO Terms cannot be amended generally via a PO.

**ADDITIONAL PRODUCT TERMS AND CONDITIONS**. In addition to the previous terms and conditions, the following terms and conditions apply to the purchase and sale of any goods under any POs:

31. Product Specifications. All Products purchased or licensed under these PO Terms must conform to the Specifications including as furnished by JPMC (for example, drawings, designs, samples, or other descriptions), and Supplier's published specifications as applicable. Supplier will include with all documentation, such as operator/user manuals, training materials, guides, and Product specifications, whether in writing, electronic means or otherwise (collectively "**Documentation**"). JPMC will have the right to keep, modify, copy and internally distribute the Documentation, so long as JPMC reproduces Supplier's copyright or similar proprietary notice in all material respects as it appears in the Documentation.

32. Product Ownership. If, in connection with production, performance or provision of Products under the PO, Supplier produces, performs or provides any tangible or intangible products, materials, and items specifically for JPMC, Section 50 applies.

33. Changes. Until the Products subject of a PO are shipped, JPMC reserves the right, without incurring any penalty, restocking fee or similar charge, to make changes in any one or more of the following:  
(a) Specifications incorporated in a PO where the Products to be furnished are to be specifically manufactured or

produced for JPMC, (b) quantity, (c) model or type, (d) methods of shipping or packing, (e) place of delivery, and (f) time of delivery.

34. Shipping. Unless otherwise specified by JPMC, all Products are to be shipped FOB JPMC's place of destination. Where specific authorization is granted to ship Products FOB shipping point, Supplier agrees to prepay all shipping charges, route through the least expensive common carrier competent to transport the type of Products purchased or licensed, and invoice JPMC as a separate item on the invoice for those charges, less any applicable federal transportation tax.

35. Product Delivery. Delivery will not be deemed to be complete until JPMC has actually inspected, tested and accepted the Products.

36. Product Warranties. In addition to the warranties set forth in Section 15, Supplier warrants that the Products will be: (a) new and unused unless otherwise specified in the PO; and (b) of genuine manufacture. Without limitation of any rights by reason of any breach of warranty or otherwise, Products which are not as warranted may at any time be returned to Supplier at Supplier's expense for credit, correction, or replacement as JPMC may direct. The warranties under Section 15 and this Section 36 also apply to replacement Products.

37. Risk of Loss and Title. Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, or destruction of Products and materials ordered hereunder which occur prior to delivery, and that loss, injury, or destruction will not release Supplier from any obligation. Upon delivery to JPMC at its location, JPMC will have good and marketable title to the Products, free and clear of all liens and encumbrances.

38. Embedded Software License. To the extent software is included with or embedded in hardware Products purchased by JPMC, Supplier grants to JPMC a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of these PO Terms), irrevocable, fully paid, royalty-free license to use the software as included with or embedded in hardware Products; provided that, to the extent the included software is Licensed Software, the Additional Software Terms and Conditions apply.

**ADDITIONAL SOFTWARE TERMS AND CONDITIONS.** In addition to the previous terms and conditions and the Additional Product Terms and Conditions (except that Section 38 (Embedded Software License) does not apply, and Sections 34 (Shipping), 35 (Product Delivery), 36 (Product Warranties) and 37 (Risk of Loss and Title) only apply to the physical media on which the Licensed Software is packed, shipped and/or delivered, if any), and except that Licensed Software and its Documentation may only be delivered electronically except to the extent expressly set forth in the PO, the following terms and conditions apply to the provision, license and support of any Licensed Materials under any PO:

39. Software Definitions.

(a) "**Authorized Number of Computers**" means that number of computers, set forth in the PO, of JPMC located at the Licensed Site on which JPMC may install and use the Licensed Software. If no Authorized Number of Computers is set forth in the PO, JPMC is entitled to install and use the Licensed Software on an unlimited number of computers.

(b) "**Authorized Number of Users**" means the number of Agents of JPMC and its Affiliates who are authorized to use and have access to the Licensed Materials in accordance with the terms and conditions of these PO Terms concurrently. If no Authorized Number of Users is set forth in the PO, an unlimited number of Agents of JPMC and its Affiliates are authorized to so use and have access to the Licensed Materials.

(c) "**License**" means the rights and license granted in Section 40 but subject to the limitations set forth in Section 41.

(d) "**Licensed Software**" means the object code versions of Supplier's proprietary software identified in the PO, and, if JPMC acquires Support for that Licensed Software, any subsequent versions, releases, fixes, builds, etc.

(e) “**Licensed Materials**” means the Licensed Software and the Documentation. The Licensed Materials are deemed to be “Products” and “Deliverables” for purposes of these PO Terms and each PO.

(f) “**Licensed Site(s)**” means, regardless of location, the number of facilities set forth in the PO, at which JPMC will be permitted to operate the Licensed Software, provided that the PO expressly sets forth that the License is a Licensed Site License. If the PO does not expressly set forth that the License is a Licensed Site License, or, if no number of Licensed Sites is set forth in the PO, JPMC is entitled to operate the Licensed Software in an unlimited number of facilities. JPMC will be entitled to relocate from one facility to another.

(g) “**Support**” means all maintenance, support, updates, bug fixes, releases and versions for the Licensed Software, if any such services or products are referenced on the PO. Support is deemed to be a “Service” and a “Deliverable” under the PO.

All other capitalized terms used but not defined in the PO Terms or these Additional Software Terms and Conditions will have the meanings given to them in the PO.

40. **License Grant.** Supplier grants to JPMC and its Affiliates upon delivery (a) a perpetual (unless a specific time-limited License term is expressly set forth in the PO), fully paid, non-exclusive, worldwide and irrevocable right and license, for the Authorized Number of Users to use (that is, to copy, install, access, execute, operate, distribute, archive and run) the Licensed Software, at the Licensed Site(s) (including worldwide remote access to the Licensed Site(s)) and on the Authorized Number of Computers, for JPMC’s and its Affiliates’ own business purposes; (b) a non-exclusive right and license for the Authorized Number of Users to use and make, modify and internally distribute a reasonable number of copies of the Documentation in connection with the permitted use of the Licensed Software; and (c) the right to make a reasonable number of copies of Licensed Software for development, testing, archive and backup purposes.

41. **License Limitations.** JPMC acknowledges Supplier’s, or Supplier’s licensors’, copyright and other proprietary rights in and to the Licensed Materials. JPMC will reproduce all copyright and other proprietary rights notices contained on or in the Licensed Materials on all copies. JPMC will not attempt to reverse engineer, decompile, disassemble, or otherwise reduce the object code versions of the Licensed Software or any component of the Licensed Software to human-readable form, except as permitted in these PO Terms or under applicable law. The Licensed Materials and any other information provided by Supplier to JPMC and any rights granted under these PO Terms may not be sold, assigned, sublicensed or otherwise transferred, in whole or in part, by JPMC, except to a JPMC Affiliate and in the case of a JPMC or JPMC Affiliate merger, acquisition, divestiture, consolidation or corporate reorganization.

42. **Licensed Materials Ownership.** JPMC acknowledges that the Licensed Materials and any copies of the Licensed Materials, including Intellectual Property Rights in the Licensed Materials, are and will remain the sole property of Supplier or Supplier’s licensors, and that title and ownership rights in the Licensed Materials are reserved to and remain with Supplier or Supplier’s licensors, all subject to the License.

43. **Support.** Supplier will provide the Support as set forth in the PO. In providing Support, Supplier will not remove any features or functionality from the Licensed Software.

44. **Licensed Materials Delivery.** Supplier will deliver to JPMC the number of copies of the Licensed Materials as set forth in, and to the address and/or in the manner, set forth in the PO. That delivery will be deemed “shipment” for purposes of the PO.

45. **Fees.** In consideration of the License, and subject to acceptance by JPMC of the Licensed Software as conforming to applicable Specifications and warranties in all material respects, JPMC will pay Supplier the license fees set forth in the PO. In consideration of Supplier’s providing the Support, JPMC will pay Supplier the Support fees set forth in the PO. Unless expressly set forth in the PO, the annual Support fees will not exceed 15% of the License fee for the Licensed Software set forth in the PO. Supplier will not increase the



Support fees during the first year after acceptance of the Licensed Software, or a longer term as set forth in the PO.

46. Use of Licensed Software by Divested Business. If any JPMC Entity divests an Affiliate, division, department or other business, then the JPMC Entity may, as a part of the Licensed Software: (a) use the Licensed Software to provide transitional, migration or conversion services to the divested business for up to one year after the divestiture or (b) permit the divested business to use the Licensed Software, so long as the divested business' use does not materially expand the use of the Licensed Software and the divested business complies with the provisions of these PO Terms. If JPMC so requests, Supplier promptly and in good faith will enter into a new agreement with the divested business with terms substantially similar to the terms of these PO Terms, transfer to the divested business such of JPMC's license and maintenance rights in the Licensed Software as JPMC may request, reduce JPMC's future payment obligations in a manner proportionate to the license and maintenance rights so transferred, and impose upon the divested business future payment obligations equal to such reduction.

**ADDITIONAL SERVICES TERMS AND CONDITIONS.** In addition to the previous terms and conditions, the following terms and conditions apply to the procurement and provision of any Services under any POs:

47. Services. Supplier will perform the Services according to the terms and conditions set forth in the PO, SOW(s) or Services Description(s). Supplier will comply, and will cause any authorized subcontractor and all Supplier Personnel providing the Services to comply, with applicable JPMC rules, regulations, and policies of which it has been informed, including JPMC's Supplier Code of Conduct.

48. Statements of Work. A "**Statement of Work**" or a "**SOW**" describes the Services to be performed, and deliverables to be provided. No SOW will be effective until signed (and not in electronic form) by authorized representatives from both parties or attached to the applicable PO as documented in JPMC's systems. Each SOW will be deemed incorporated into the PO to which it relates.

49. Supplier Personnel. JPMC may remove any Supplier Personnel reasonably deemed unacceptable by JPMC. If Supplier Personnel are replaced with other Supplier Personnel, all fees for the Services provided by the replacement Supplier Personnel will be at rates not greater than the rates for the replaced Supplier Personnel.

50. Work Product; Outside Materials. Definition of Works. The term "**Works**" means any of the following in any form or media: (a) formulae, algorithms, processes, procedures and methods; (b) designs, ideas, concepts, research, discoveries, inventions (whether or not patentable or reduced to practice) and invention disclosures; (c) know-how, trade secrets and proprietary information and methodologies; (d) technology; (e) computer software (in both object and source code form); (f) databases; (g) expressions, works and factual and other compilations; (h) protocols and specifications; (i) visual, audio and audiovisual works (including art, illustrations, graphics, images, music, sound effects, recordings, lyrics, narration, text, animation, characters, designs and all other audio, visual, audiovisual and textual content); (j) records of each of the foregoing, including documentation, design documents and analyses, studies, programming tools, plans, models, flow charts, reports, letters, memoranda and drawings; and (k) any other tangible results of the Services.

51. Ownership of Outside Materials. Supplier and its licensors will retain ownership of all Works developed or acquired by Supplier prior to the commencement of Services or independently from the performance of the Services, together with all related Intellectual Property Rights throughout the world ("**Outside Materials**").

52. Ownership of Work Product. JPMC will own exclusively all Works developed, in whole or in part, by or on behalf of Supplier for JPMC pursuant to the PO together with all related Intellectual Property Rights throughout the world ("**Work Product**"). Supplier will and does, without further consideration, assign to JPMC any and all right, title or interest that Supplier may now or later possess in or to the Work Product. To the fullest extent permissible by applicable law, all copyrightable aspects of the Work Product will be considered "works made for hire" (as that term is used in Section 101 of the U.S. Copyright Act, as amended). Deliverables that result from Services are deemed to be Work Product unless the PO, SOW or Description of Services expressly states

that they are Outside Materials. Both Outside Materials and Work Product are deemed to be “Products” and “Deliverables” for purposes of these PO Terms.

53. Further Assurances to Perfect Ownership. Supplier will execute and deliver all documents and provide all testimony reasonably requested by JPMC to register and enforce Intellectual Property Rights in the Work Product solely in the name of JPMC. Supplier irrevocably designates and appoints JPMC its agent and attorney-in-fact to act for and on its behalf to execute, register and file any applications, and to do all other lawfully permitted acts, to further the registration, prosecution, issuance and enforcements of the Intellectual Property Rights in the Work Product with the same legal force and effect as if executed, registered and filed by Supplier.

54. License of Outside Materials. Supplier grants to JPMC and its Affiliates a perpetual, irrevocable, worldwide, fully-paid up, royalty-free, non-exclusive right and license to all Intellectual Property Rights in all Outside Materials that Supplier embeds in or otherwise provides with any Work Product to the extent required to fully and completely use and exploit the Work Product. The parties acknowledge and agree that the foregoing right and license includes the right to: (a) use, copy, modify, develop derivative works, sublicense, distribute, display and perform the Outside Materials; (b) designate third parties to exercise those rights and licenses; and (c) sublicense, transfer or assign those rights and licenses.

55. Consent Required for Use of Third Party Works. Without the prior written consent of JPMC, Supplier will not provide (a) any Works other than those for which Supplier has the right to grant the rights and licenses contained in Section 54, or (b) any Work Product that would require JPMC or its Affiliates to use any Intellectual Property Rights other than those licensed in Section 54.

56. Survival. The following sections of will survive expiration or any termination of these PO Terms and the PO: 1 (PO Terms), 2 (POs), 3 (Other Agreements), 6 (Books and Records; Audits), 7 (Notices), 8 (Independent Contractor), 9 (No Publicity), 11 (Taxes), 12 (Confidentiality), 14 (Term and Termination), 36 (Product Warranties), 16(Indemnification), 17 (Limitation of Liability), 18 (Dispute Resolution), 19 (Immediate Injunctive Relief), 21 (Governing Law), 22 (Remedies), 25 (Assignment), 27 (Severability), 28 (Waiver), 30 (Entire Agreement; Amendments), 32 (Product Ownership), 36 (Product Warranties), 40 (License Grant), 41 (License Limitations), 42 (Licensed Materials Ownership), 50 (Work Product; Outside Materials), and 56 (Survival), as well as any remedies, enforcement, confidentiality, intellectual property, indemnification, defense and hold harmless provisions set forth in the PO.