

MODULAR VENDOR AGREEMENT
CLOUD SERVICES MODULE: PSCS
Module PSCS terms apply only to Cloud Services

1. Supplementary Definitions

"**Site**" means a website, online data storage repository, or similar technology platform with principal function of storing and making accessible data in digital form.

"**Vendor Materials**" means all materials (i) that are provided or used by Vendor in connection with performing Cloud Services and (ii) in which Vendor has Intellectual Property Rights.

"**Vendor Security Officer**" means a Vendor employee to respond to CWT's inquiries regarding the security of Vendor Systems who has sufficient knowledge of the security of Vendor Systems and the authority to act on behalf of Vendor in such matters.

"**Vendor Service Manager**" means a Vendor employee to serve as a primary contact with respect to the Cloud Services.

"**Vendor Systems**" means the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Vendor to access the CWT Systems or otherwise in connection with the Cloud Services.

"**Visitor**" means a visitor to or user of the Site.

2. Cloud Services

2.1. Vendor shall provide CWT and its Authorized Users with Cloud Services in accordance with all terms of the Agreement.

2.2. CWT may access and upload CWT Data to any Site made available as part of the Hosting Services or if uploading access for CWT is restricted, provide the same to Vendor with direction to inclusion on the Site within a reasonable period of receipt.

2.3. In the event CWT wishes to remove content from the Site and is unable to do so for technical or access reasons Vendor shall immediately comply with any written request by CWT to remove any content from the Site or to prevent any person from gaining access to the Site.

2.4. If Vendor reasonably suspects CWT Data Site on the Site or otherwise uploaded by CWT as part of the Cloud Services violates or infringes any applicable Laws, third party rights or Vendor acceptable use policy it may notify CWT with a request for CWT to take remedial action.

2.5. Upon receipt of clear and detailed takedown notice CWT shall rectify the issue promptly by amended content of the Site and/or Cloud Services as requested, to the extent allowed by CWT access and editing permissions.

2.6. CWT acknowledges that Vendor has no control over any content placed on the Site by Visitors and will not monitor the content of the Site.

*This module is designed to form part of an agreement between Vendor and CWT based on the applicable and signed master module and SOW. For further details please refer to the applicable and signed master module MM, SOW and CWT Modular Vendor Contracting Portal
<https://www.carlsonwagonlit.com/global/en/legal/mvcp/>

MODULAR VENDOR AGREEMENT
CLOUD SERVICES MODULE: PSCS
Module PSCS terms apply only to Cloud Services

3. Acceptance

- 3.1. Within 30 calendar days after delivery of any Cloud Services and Documentation (as reasonably determined and confirmed by CWT), CWT may notify Vendor of CWT's determination that such Cloud Services and Documentation either conform or do not conform with Specifications and that such Cloud Services conform or do not conform with Documentation.
- 3.2. Without affecting any of CWT's other rights or remedies, in the event of CWT's rejection of any Cloud Services and Documentation, Vendor shall, at CWT's election and at no cost to CWT, promptly (a) re-perform, replace, or modify such Cloud Services and Documentation to conform in all respects with Specifications and such Cloud Services to conform in all respects with Documentation or (b) refund any amount CWT paid for such Cloud Services.
- 3.3. CWT may reject any Modification delivered by Vendor by written notice, within three months after CWT providing notice of acceptance of such Modification, if tests carried out by CWT establish on reasonable grounds that its use would result in any diminution of the performance or functionality of the Cloud Software. Upon such rejection, without affecting any of CWT's other rights or remedies, Vendor shall, at CWT's election and at no cost to CWT:
 - 3.3.1. Withdraw or, alternatively, correct and re-issue the Modification;
 - 3.3.2. In the case of a Maintenance Release, provide additional services as are required to rectify any defect in the Cloud Software that the Maintenance Release was intended to rectify; or
 - 3.3.3. In the case of a New Version, refund the entire amount CWT paid for such New Version.

4. Personnel

- 4.1. Vendor shall appoint suitably skilled, experienced and qualified personnel, to perform or assist in performance of Cloud Services.
- 4.2. Subject to the request and prior written approval of CWT, Vendor shall appoint a suitably skilled, experienced and qualified Vendor Service Manager and a suitably skilled, experienced and qualified Vendor Security Officer to perform or assist in performance of Cloud Services.
- 4.3. Vendor shall maintain the same Vendor Service Manager, Vendor Security Officer, and other key personnel (as designated by CWT), except for changes in such personnel due to: (i) CWT's request or (ii) the death, disability, resignation, or termination of such personnel.

5. License

- 5.1. License Grant. Vendor hereby grants to CWT, exercisable by and through their Authorized Users, a non-exclusive, royalty-free, irrevocable (except as provided in the Agreement), non-transferable (except as provided in the Agreement), and non-sublicensable (except as provided in the Agreement) worldwide license for the term specified in the relevant SOW to:

*This module is designed to form part of an agreement between Vendor and CWT based on the applicable and signed master module and SOW. For further details please refer to the applicable and signed master module MM, SOW and CWT Modular Vendor Contracting Portal
<https://www.carlsonwagonlit.com/global/en/legal/mvcp/>

MODULAR VENDOR AGREEMENT
CLOUD SERVICES MODULE: PSCS
Module PSCS terms apply only to Cloud Services

- 5.1.1. access and use Cloud Services, including in operation with other software, hardware, systems, networks, and services, for CWT's business purposes, including for Processing CWT Data;
 - 5.1.2. generate, copy, print, upload, download, store, and otherwise Process all graphical user interface, audio, visual, digital and other output, displays and other content as may result from any access to or use of Cloud Services;
 - 5.1.3. copy, print, download, modify (including improve or create derivate works of), display, and otherwise use any other Vendor Materials (including any Documentation that constitute Vendor Materials) to the extent necessary or useful for accessing or using Cloud Services;
 - 5.1.4. access and use Cloud Services for purposes of analysis, development, configuration, integration, testing, training, maintenance, support, and repair (which access and use will be without charge and not included for any purpose in any calculation of CWT's or its Authorized Users' use of Cloud Services, including for purposes of assessing any Fees or other consideration payable to Vendor or determining any excess use of the Cloud Services.
- 5.2. Sublicense. CWT may sublicense its license its rights under this section to third parties to exercise, for CWT's benefit and on its behalf to the extent provided in the Agreement and SOW.
- 5.3. Transfer of Rights. CWT may transfer its license its rights under this section to third parties to exercise, for CWT's benefit and on its behalf to the extent provided in the Agreement and SOW.
- 5.4. License Restrictions. CWT shall not: (i) rent, lease, lend, sell, distribute, publish, or otherwise make available any Cloud Services or Vendor Materials to any third party, except as expressly permitted by the Agreement; or (ii) use or authorize the use of Cloud Services or Vendor Materials in any manner or for any purpose that is unlawful under applicable Law.
- 5.5. Limited Scope of License. With respect to any Cloud Services with a limited scope of usage (including as to the number of uses, users, machines, or locations) specified in an applicable SOW, CWT may use such Cloud Services in excess of such scope of usage. The Parties shall mutually agree on an equitable adjustment of Fees with respect to such Cloud Services to adjust for such increased scope of usage, in accordance with the pricing set forth in the applicable SOW. Such Fees, as adjusted, will be Vendor's exclusive remedy for such increased scope of usage.

6. Representations and Warranties

- 6.1. Vendor acknowledges that CWT has entered into the Agreement in reliance upon the Vendor's expertise in selecting and supplying Cloud Services to meet CWT's business requirements.

*This module is designed to form part of an agreement between Vendor and CWT based on the applicable and signed master module and SOW. For further details please refer to the applicable and signed master module MM, SOW and CWT Modular Vendor Contracting Portal
<https://www.carlsonwagonlit.com/global/en/legal/mvcp/>

MODULAR VENDOR AGREEMENT
CLOUD SERVICES MODULE: PSCS
Module PSCS terms apply only to Cloud Services

6.2. In addition to any representations and warranties otherwise made, Vendor represents and warrants to CWT that, as of the Effective Date and thereafter:

6.2.1. Vendor Systems, Cloud Services, and Documentation are and will remain free of Harmful Code;

7. Termination

7.1. Upon the termination or expiration of the Agreement or any SOW applicable to Cloud Services:

7.1.1. all licenses granted in relation to the terminated scope will immediately terminate;

7.1.2. upon CWT's written request, Vendor shall:

7.1.2.1. continue to retain CWT Data in relation to the terminated scope, or solely such specific databases or other collections or articles of such CWT Data as CWT may request, as though the Agreement and the SOW (as the case may be) were still in force, for a period to be agreed to by the Parties in writing, between 90 – 180 calendar days after the effective date of such expiration or termination; and

7.1.2.2. immediately upon the conclusion of such CWT Data retention period, return such CWT Data to CWT Systems, taking all steps required or reasonably requested to make an orderly transition of such Cloud Services to the CWT Systems and to assist CWT and any of CWT's designees in migrating such CWT Data to the CWT Systems in both Vendor's data format and a platform-agnostic format; and

7.1.3. CWT may continue to access and use such Cloud Services and all related Documentation and Vendor Materials for a period not to exceed 180 calendar days from the effective date of such termination or expiration, and, as applicable, the Term and/or SOW Term shall extend for the same period to permit such access and use.

8. Force Majeure

8.1. Notwithstanding anything to the contrary in the Agreement, in no event will any of the following constitute a Force Majeure Event: shutdowns, disruptions, or malfunctions of Vendor Systems or any of Vendor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Vendor Systems.

9. Effect of Vendor Bankruptcy

9.1. All rights and licenses granted by Vendor under the Agreement are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of the Agreement and any escrow agreement entered into between the parties, including the Cloud Software and any escrow deposit materials comprising or relating to any of the Cloud Software is and

*This module is designed to form part of an agreement between Vendor and CWT based on the applicable and signed master module and SOW. For further details please refer to the applicable and signed master module MM, SOW and CWT Modular Vendor Contracting Portal
<https://www.carlsonwagonlit.com/global/en/legal/mvcp/>

MODULAR VENDOR AGREEMENT
CLOUD SERVICES MODULE: PSCS
Module PSCS terms apply only to Cloud Services

shall be deemed to be "embodiments" of "intellectual property" for purposes of, and as such terms are used in and interpreted under, applicable bankruptcy Laws.

- 9.2. If Vendor or its estate becomes subject to any bankruptcy or similar proceeding: (i) subject to CWT's rights of election, all rights and licenses granted to CWT under the Agreement will continue subject to the respective terms of the Agreement and such rights and licenses, and will not be affected, even by Vendor's rejection of any part of the Agreement; and (ii) CWT shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in CWT's possession, shall be promptly delivered to CWT, unless Vendor elects to and does in fact continue to perform all of its obligations under the Agreement.