1. Supplementary Definitions

"**Approved Open-Source Components**" means Open-Source Components in respect of which inclusion has been notified and Open Source License terms made available to CWT and as otherwise approved for inclusion in the Licensed Software in a SOW applicable to such Licensed Software or not otherwise rejected for inclusion by CWT.

"**Open-Source Component**" means a software component that is subject to any Open-Source License.

"**Open-Source License**" means an open-source license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction, or license agreement that may require disclosure or licensing to any third party of any source code with which a software component is used or compiled.

"**CWT Modifications**" means all modifications, corrections, repairs, translations, enhancements, and other derivative works and improvements of or to the Licensed Software or Documentation made by or on behalf of CWT, any CWT Affiliate or other entity with Supplementary CWT Utilisation Rights

"**Modification**" means any Maintenance Release or New Version.

"**Permitted Use**" means, with respect to certain Licensed Software, any use or scope restrictions (including as to the number of uses, users, machines, or locations) specified in a SOW applicable to such Licensed Software.

2. Acceptance

2.1. Prior to Vendor's delivery of any Licensed Software or Documentation, Vendor shall complete all reasonable testing, and all testing specified in the applicable SOW, of Licensed Software and Documentation.

2.2. Within 30 calendar days (or a longer period as is reasonably necessary for CWT to inspect and test the Licensed Software and Documentation and their interoperability with CWT's systems) after delivery of any Licensed Software and Documentation, CWT may notify Vendor of CWT's determination that such Licensed Software and Documentation either conform or do not conform with Specifications and that such Licensed Software conforms or does not conform with Documentation.

2.3. Without affecting any of CWT's other rights or remedies, in the event of CWT's rejection of any Licensed Software and Documentation, Vendor shall, at CWT's election and at no cost to CWT, promptly: (a) replace or modify such Licensed Software and Documentation to conform in all respects with Specifications and such Licensed Software to conform in all respects with Documentation or (b) refund any amount CWT paid for such Licensed Software.

2.4. CWT may reject any Modification delivered by Vendor by written notice, within one month 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 any Licensed 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:

2.4.1. withdraw or, alternatively, correct and re-issue the Modification;

2.4.2. in the case of a Maintenance Release, provide additional services as are required to rectify any defect in any Licensed Software that the Maintenance Release was intended to rectify; or

2.4.3. in the case of a New Version, refund the entire amount CWT paid for such New Version.

3. License

3.1. 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:

3.1.1. install, execute, run, and otherwise use Licensed Software (including in operation with other Software, hardware, systems, networks, and services) for Permitted Use;

3.1.2. create CWT Modifications as necessary or useful for accessing or using any Licensed Software for Permitted Use;

3.1.3. 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 execution or other use of any Licensed Software;

3.1.4. copy, print, download, modify (including improve or create derivate works of), display, and otherwise use any Documentation to the extent necessary or useful for accessing or using any Licensed Software for Permitted Use.

3.2. 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.

3.3. License Restrictions. CWT shall not: (i) rent, lease, lend, sell, distribute, publish, or otherwise make available Licensed Software or Documentation to any third party, except as expressly permitted by the Agreement; or (ii) use or authorize the use of Licensed Software or Documentation in any manner or for any purpose that is unlawful under applicable Law.

3.4. Limited Scope of License. With respect to any Licensed Software 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 Licensed Software in excess of such scope of usage. The Parties shall mutually agree on an equitable adjustment of Fees with respect to such Licensed Software 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.

3.5. Open-Source Software. Vendor shall provide CWT with access to and update from time to time a comprehensive list of all Open Source Components with applicable Open-Source

Licenses in each case. In addition, machine-readable copies of the Source Code for each Approved Open-Source Component shall be made available in accordance with the terms of any applicable Open-Source Licenses or otherwise on written request of CWT.

3.6. <u>Modifications</u>. During the Term, Vendor shall provide CWT and its Affiliates, at no additional charge, with all Modifications, which will constitute "Licensed Software" under the Agreement and be subject to the terms of the Agreement. CWT has no obligation to install or use any Modifications.

4. **Representations and Warranties**

4.1. Vendor acknowledges that CWT has entered into the Agreement in reliance upon the Vendor's expertise in selecting and supplying Licensed Software to meet CWT's business requirements.

4.2. In addition to any representations and warranties otherwise made, Vendor represents and warrants to CWT that, as of the Effective Date and thereafter, Licensed Software, Documentation, and any media on which either is delivered are and will remain free of Open-Source Components (other than any Approved Open-Source Components) and Harmful Code.

5. **Termination**

5.1. Upon the termination or expiration of the Agreement or any SOW specifying Licensed Software:

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

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

5.1.2.1. 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

5.1.2.2. 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

5.1.3. CWT may continue to access and use such Licensed Software 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.

6. **Effect of Vendor Bankruptcy**

6.1. 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 Licensed Software and any escrow deposit materials comprising or relating to any of the Licensed Software is and 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.

6.2. 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.