



Master Agreement for Products and Services

This Master Agreement for Products and Services (the "Agreement") applies to any order placed by you ("Client") for the purchase of equipment, software licenses and services. Unisys may change the terms of this Agreement at any time by providing written notice to Client or by publication at www.unisys.com/ms/terms-and-conditions/. Changes are not retroactive. For Products and Services obtained in the United States, "Unisys" means Unisys Corporation. For Products and Services obtained in Canada, "Unisys" means Unisys Canada, Inc.

Terms and Conditions

Section 1 - Definitions

"License Plan(s)" are license plan descriptions and any separate license agreements applicable to the Software either supplied with the Software or published at www.unisys.com/ms/terms-and-conditions/ or at <http://public.support.unisys.com/common/ShowWebPage.aspx?id=6316&pld=ps&nav=ps>.

A "non Unisys Product" or "non Unisys Software" is equipment or Software that has been manufactured for or furnished to Unisys by a third-party manufacturer, supplier or publisher, and that does not bear a Unisys trademark.

"non Unisys Services" are Services not performed by Unisys or one of its subcontractors that are designated as such in the applicable Order or Schedule.

An "Order" is an order, statement of work, purchase order, or a Schedule placed by Client and accepted by Unisys under this Agreement.

A "Product" is equipment, Software, Software maintenance releases, updates, and documentation (including manuals and education materials but not maintenance materials or tools) provided by Unisys under an Order.

A "Schedule" is a document identifying the Products and/or Services covered by this Agreement, which is (are) either attached to or referenced by this Agreement or Orders.

"Services" are services or work provided under an Order.

"Software" is the object code version of computer programs, image enablers, license or performance keys, any source code version that Unisys may provide, and any related documentation, excluding maintenance materials. Software includes microcode that is not permanently fixed in equipment.

"Support Services" are the Unisys Services for the support of Products according to Unisys standard support plan descriptions, available at: www.unisys.com/ms/terms-and-conditions/.

"Unisys Product" "Unisys Equipment" or "Unisys Software" is equipment or Software, as the case may be, that Unisys manufactures or has manufactured for it and that bears a Unisys trademark.

"Unisys Services" are Services performed by Unisys or one of its subcontractors, excluding any services designated as non Unisys Services.

Section 2 – Orders

Unisys may give information to Client concerning equipment, services, or software licenses that Client may wish to purchase from Unisys ("Quotes"). Quotes do not obligate Client or Unisys. Client may order Products or Services under this Agreement by giving orders to Unisys that reference the Agreement Number. Orders are subject to Unisys acceptance. All sales are final.

Section 3 - Delivery and Installation, Title and Risk of Loss

Unisys will deliver the Products and provide any contracted installation services on a mutually agreed schedule if included in the Order and Client will pay for any site-specific installation materials including any cables and special rigging and labor (including any costs to meet union or local law requirements). Unisys may substitute equal or better Product(s) on any Order. Title to equipment shall pass on shipment to Client. Risk of loss or damage to Product shall pass to Client on delivery.

Section 4 – Payment/ Taxes

Unisys will invoice Client for: (i) Products and transportation charges, upon shipment (or, in the case of downloadable Software, when the Software is made available for download); (ii) Software license and Support Services renewals upon Order, (iii) Support Services and other recurring charges (other than usage charges), in advance according to the Order; (iv) usage charges and other Services, as Client incurs the usage charges or as Unisys provides the Services; and (v) any other applicable Unisys charges (including charges for travel, lodging, and out-of-scope services) as incurred. Client will pay charges no later than 30 days from the invoice date. Unisys may suspend Services and/or may impose a late payment charge of 1-1/2% per month or, if less, the maximum rate allowed by law if Client fails to pay. Prices are exclusive of all taxes. Client will pay any tax Unisys becomes obligated to pay (including all sales tax, use tax, value added tax, personal property or similar tax or government charge) by virtue of this Agreement, excluding taxes based on Unisys' net income.

Section 5- Security Interest

Unisys will keep a purchase money security interest in equipment until Unisys receives payment in full. This Agreement is a security agreement. Client authorizes Unisys, or its agent, to sign and file the necessary financing statements for Client. Unisys may file a copy of this Agreement to perfect its security interest. Client shall not, prior to payment in full to Unisys, sell, transfer, or otherwise dispose of the Product or if it does, Client shall hold the proceeds in trust for Unisys.

Section 6 - Client Responsibilities

Client has independently determined that the Products and Services ordered under this Agreement meet its requirements. Client will use the Products according to the manufacturers' instructions in the proper environment. Client will back up information and data stored or processed by Products so that Client can easily restore it if lost or damaged from any cause. Client will follow Unisys procedures and instructions for operator maintenance and obtaining services, provide a memory dump and additional data in machine readable form if requested and reproduce suspected errors or malfunctions in Software. Client will install available error corrections and maintenance releases authorized by the manufacturer on a current basis. Client will give Unisys prior written notice of any proposed changes (including alterations or attachments to equipment, software, components, boards or subassemblies) to Products. Client is responsible for any results produced by the Products and Services, as well as compliance with and instructions relating to all legal and regulatory requirements governing the Client's operations. Client shall provide all information, data, software access or use and documentation ("Client Information") and access to the Products and sufficient computer time as reasonably required by Unisys to perform Services, subject only to Client's security rules. Client warrants to Unisys that it has the right to use, disclose to Unisys and allow Unisys to use all Client Information. Client will, at its own expense, indemnify and hold Unisys harmless against any loss or damage arising from any claim based on the absence of such right in whole or in part to the extent permissible under applicable law.

If access to a party's systems or networks is provided to the other party, any and all information made available for such access shall be considered Confidential Information and the party receiving access shall

(i) direct personnel not to attempt to break security systems or to obtain access to any programs or data beyond the scope of the access rights granted and not to conduct any activity using issued login-ids, passwords, keys or other access credentials ("Access Credentials") contrary to applicable laws and regulations, including without limitation those relating to export and import laws, and the terms of use embedded into the systems and network; and (ii) if access has been granted to named individuals through the issuance of Access Credentials, restrict access to such individuals, direct them not to share or transfer Access Credentials with anyone, and immediately notify the other party if an individual authorized to access the systems and network is no longer an employee or no longer requires access to the systems and networks. Without limiting any of its other rights, each party reserves the right to restrict, monitor and/or terminate access to its systems and network at any time.

Section 7 - Confidential Information

Confidential Information is Software, diagnostics, support materials, documentation, and any other information and materials confidential to Unisys, its licensors, or Client. All materials containing Confidential Information will be marked "Proprietary", "Confidential", or in a manner which gives notice of its confidential nature. Software and the results of any evaluation of Unisys Products or Services are Unisys Confidential Information even if not marked. Unisys disclaims any liability relative to Client's personal data. Confidential Information may not be copied nor shared with third parties except for a party's subcontractors, agents, advisors and service providers under substantially similar confidentiality obligations, in each case as essential for authorized use and performance or administration of this Agreement. Each party agrees to reproduce all notices on any copies. If Confidential Information is disclosed in intangible form, the disclosing party will identify the confidential nature of the information before disclosure and will provide a written description of that Confidential Information to the recipient within 20 days of the disclosure. Each party will use reasonable measures to protect Confidential Information provided by the other party from unauthorized use or disclosure. Ownership of Confidential Information will remain with the disclosing party.

The obligations stated in this Section do not apply to Confidential Information: (i) already known to the recipient at the time of disclosure; (ii) independently generated by the recipient and not derived from the Confidential Information supplied by the disclosing party; (iii) publicly known or available, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the Confidential Information; (iv) rightfully disclosed to the recipient without a similar restriction by a third party; or (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process, provided the recipient provides, to the extent possible, reasonable advance notice to the other party of such disclosure. When this Agreement, a license or an Order ends, or upon request, the recipient agrees to return or destroy Confidential Information received under the Agreement, license or Order, including all copies made, and all writings, descriptions and summaries involving or based on such Confidential Information. Each party agrees to continue with these confidentiality obligations after this Agreement ends.

Support, diagnostic, analytical or other tools, software, documentation, diagrams, specifications, schematics, processes, templates, and blueprints (collectively, "Tools") that Unisys pre-loads on or embeds in a Product, uses, stores, or provides to Client to assist Unisys in delivering the Services are Unisys Confidential Information and will be used only by Unisys personnel. Unisys may remove these Tools at will and Client gives Unisys permission and access to Client's site to do so.

Section 8 - License

Unisys either licenses Software directly or distributes Software. In either

case, Client does not obtain ownership of Software. If Unisys licenses or distributes any Software pursuant to a separate license agreement, such license agreement is incorporated in this Agreement by reference and will apply to that Software. In the case of Software licensed under an open source license agreement, nothing in this Agreement shall be read to add additional conditions or restrictions, or affect any rights and/or obligations Client may have, pursuant to any such open source license. Otherwise, the following license terms will apply:

Licenses begin upon Unisys shipment or when the Software is made available for download, or, in the case of renewals or extensions, upon Unisys acceptance of the Order for the renewal or extension. Unisys licenses each copy of the Software and documentation to Client on a personal, non-exclusive and non-transferable basis for Client's internal use in the country where the Order for the Software is accepted but not as a service bureau, nor for outsourcing, nor for facilities management and solely for Client's use on a single machine unless the ordered License Plan provides otherwise. The Order or License Plan for the Software may specify additional limitations, such as on the number of users or concurrent users. Client may use the Software temporarily on a backup machine provided the Software is used on only one (1) machine at a time (where applicable) and Client removes the Software from the backup machine promptly after each temporary use. For Software installed by Unisys, Client grants Unisys the right to accept any click wrap software license on its behalf.

CLIENT MAY NOT USE THE SOFTWARE IN CONNECTION WITH ANY SYSTEM WHERE MALFUNCTION CAN REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY OR TO THE ENVIRONMENT. WITHOUT LIMITING THE FOREGOING, THE SOFTWARE SHALL NOT BE USED IN CONNECTION WITH ANY LIFE SUPPORT OR PATIENT CARE SYSTEM, NUCLEAR FACILITY, AIRCRAFT OPERATION, AIR TRAFFIC CONTROL, OR OTHER APPLICATION REPRESENTING A SIMILAR DEGREE OF HAZARD. LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS UNISYS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES FROM ANY CLAIMS OR LOSSES RESULTING FROM ANY OF THE FOREGOING USES OF THE SOFTWARE.

Client will not copy Software or documentation except for a reasonable number of copies necessary to exercise the rights granted, which must bear all the legends and notices of the original item. No license is granted to Client to use any Unisys proprietary Software to assess, test, or develop any hardware products or device handler software, operating system software or hardware diagnostic software. Client may develop other software programs and may test fully-developed, commercially-available third party hardware products or software programs where such testing is solely intended for Client's internal evaluation of the fitness of such product or program for Client's own internal business purposes. Client will not create, copy, deduce or attempt to create, copy, deduce (by reverse engineering, disassembling or otherwise) the source code, internal structure, design architecture or organization of the Software, except and only to the extent expressly permitted by applicable law. Client shall not, nor shall Client encourage or permit others to, interfere with or alter any initialization system, or license authentication techniques. Upon notice to Client, Unisys may audit Client's use of the Software to determine Client's compliance with this license provided Unisys complies with Client's customary security rules and does not unreasonably interfere with Client's permitted use, and in such event, Client agrees to provide relevant information and reasonable facilities. Unisys may require Client to update the Software and Client shall replace the Software with the copy containing the updates upon receipt. Any updates provided by Unisys shall be deemed Software under this Agreement.

Extended Term Plan (ETP) and Fixed Term Plan (FTP) licenses are Software licenses for which Unisys charges a single fee for a 12 to 84 month fixed term. One Time Charge (OTC) licenses and Software that has no license charge listed on a Schedule are Software licenses Client may use for so long as Client continues to use the Software on the equipment,

including SPU(s), for which it was licensed. Software designated Subscription ("SUBSCRN" or "SSU") entitles Client to receive functional updates for releases to the Software during the subscription term, provided Client has a current license and the latest applicable maintenance releases for the Software.

Extended Term Plan (ETP) and Monthly License Charge (MLC) Software licenses automatically renew on a month-to-month basis; and Annual License Charge (ALC) Software licenses automatically renew annually; at Unisys then-current charges unless terminated by either party as of the end of the then-current term with a 30 days prior written notice. SOFTWARE LICENSES END WHEN CLIENT STOPS USING THE EQUIPMENT SOLD WITH THE SOFTWARE LICENSE AND ON WHICH THE SOFTWARE WAS FIRST LICENSED UNLESS THE ORDERED LICENSE PLAN OR DESCRIPTION PROVIDES OTHERWISE.

THE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION ARE COMMERCIAL ITEMS THAT HAVE BEEN DEVELOPED ENTIRELY AT PRIVATE EXPENSE. THEY ARE DELIVERED AND LICENSED AS COMMERCIAL COMPUTER SOFTWARE AND COMMERCIAL SOFTWARE DOCUMENTATION WITHIN THE MEANING OF THE APPLICABLE ACQUISITION REGULATION(S). THE LICENSE CONTAINED IN THIS AGREEMENT PRESCRIBES EXCLUSIVELY THE GOVERNMENT'S USE AND DISCLOSURE OF THE SOFTWARE AND DOCUMENTATION.

Unisys reserves any rights not expressly granted.

Section 9 - Equipment Warranties

Unisys Equipment may be new, newly manufactured, or assembled from new or serviceable used parts that are like new in performance. Unisys promises that Unisys Equipment will be free from defects in material and workmanship, and will substantially conform to relevant Unisys published specifications for 12 months after shipment to Client. Unisys will repair or replace, at its option and expense, equipment that does not meet this warranty provided Client reports the problem to Unisys during the warranty period. Replaced items, whether under a warranty or Service event, become Unisys property. This warranty does not extend to damage caused by normal wear and tear, abuse, accident, misuse, neglect external factors (e.g. failure or fluctuation of electrical power or air conditioning), disaster, improper supplies or alterations, attachments, parts or services not provided or authorized by Unisys, or by intentional damage caused by non Unisys personnel. Labor costs are not included in this warranty. The warranty does not apply to Unisys Equipment sold "AS IS".

Section 10 - Software Warranties

Unisys warrants that Unisys Software will conform substantially to the then-current published functional specifications for 90 days from shipment or when made available for download. Unisys will make reasonable efforts to provide a workaround or correction for material errors in Unisys Software that prevent its use in a production environment that Client reports in writing to Unisys during this warranty period. This warranty does not extend to non-conformities resulting from accident, misuse, disaster, or alterations, modifications or services not provided or authorized by Unisys. The warranty does not apply to Unisys Software not designated "W" on a Schedule nor to Unisys Software licensed to Client beyond its initial license period (whether under a renewal or subsequent license).

Section 11 - Services Warranties

Unisys shall perform the Unisys Services in a competent and workman like manner using individuals of suitable training and skills.

Section 12 - No Other Warranties

Unisys makes no other warranties. Non Unisys Products and non Unisys Services are provided "AS IS" and without Unisys warranty. Client agrees to look solely to warranties and remedies provided by the respective manufacturer, supplier, or publisher of non Unisys Products and non Unisys Services, if any./ Except as specifically described in the Limitation of Liability,

Client agrees that Unisys will have no liability for any non Unisys Products or non Unisys Services, even if Unisys recommended, approved, or directly or indirectly supplied these products or services to Client. TO THE EXTENT PERMITTED BY LAW, UNISYS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Unisys warranties extend solely to Client. The following language relates only to Products subject to federal or state consumer warranty laws: If the disclaimer of implied warranties does not apply to Client, Unisys limits the length of these warranties to the applicable Unisys warranty period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Client. This warranty gives Client specific legal rights, and Client may also have other rights, which vary from state to state.

Section 13 - Support Services

For Products enrolled under Support Services, Unisys will use commercially reasonable efforts according to the service plan ordered by Client to:(a) diagnose and repair equipment that does not work according to the manufacturer's specification because of normal wear and tear, provided the equipment is in good working order at the start of the Support Services, is properly configured at the minimum hardware and software levels designated by Unisys, and provided Client complies with the manufacturer's instructions for the proper use, care, supplies, and environment for the equipment; and (b) diagnose and provide to Client workarounds or corrections for (i) material defects in the currently-supported version(s) of Unisys Software that prevent Client's use of such Software in a production environment; and (ii) non Unisys Software according to the support made available to Unisys for Client's benefit by the manufacturer.

Support Services exclude damage repair or correction of defects or errors related to: (a) supplies not obtained from Unisys, and (b) design, manufacture, materials or workmanship related to non Unisys products and services, (c) Product(s) for which Unisys has discontinued engineering support; (d) unauthorized alterations or attachments; (e) disaster, and (f) intentional damage caused by non Unisys personnel. In addition, Support Services exclude replacement of supplies expended during normal operation (including batteries, ink and other consumables).

Unisys may terminate Support Services upon 30 days prior written notice if Unisys determines that any alterations, attachments, Client Software modification or failure to install a maintenance release will interfere with service provision.

Section 14 - Limitation of Liability

CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY, WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHER LEGAL THEORY, WILL BE THOSE PROVIDED IN THIS AGREEMENT.

IN NO EVENT SHALL UNISYS, ITS SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR (I) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (II) LOST PROFITS, LOSS OF USE OR LOSS OF REVENUE (WHETHER DIRECT OR INDIRECT); (III) DAMAGE TO OR LOSS OF DATA; (IV) LOSS OF GOODWILL OR OTHER DIMINUTION IN THE VALUE OF THE CLIENT'S BUSINESS; OR (V) CLAIMS AGAINST CLIENT FROM OTHERS EXCEPT FOR AMOUNTS FOR WHICH CLIENT IS INDEMNIFIED UNDER THE PATENT AND COPYRIGHT SECTION OF THIS AGREEMENT, IN ALL CASES EVEN IF KNOWN OR FORESEEABLE.

EXCEPT FOR AMOUNTS FOR WHICH CLIENT IS INDEMNIFIED UNDER THE PATENT AND COPYRIGHT SECTION OF THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF UNISYS, ITS SUPPLIERS AND SUBCONTRACTORS WILL NOT EXCEED THE

GREATER OF \$100,000 OR THE CHARGES PAID UNISYS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM DURING THE 12 MONTHS BEFORE THE CLAIM; EXCEPT THAT FOR DEFECTIVE NON UNISYS PRODUCTS, UNISYS MAXIMUM LIABILITY IS A REFUND OF THE AMOUNT PAID FOR SUCH PRODUCTS (NOT INCLUDING ANY AMOUNTS PAID FOR RELATED SERVICES) RETURNED TO UNISYS WITHIN 90 DAYS AFTER SHIPMENT.

Section 15 - Patent and Copyright

Unisys will defend Client from third party claims that a Unisys Product directly infringes a patent or copyright or misappropriates a trade secret protected under the laws of the country where the Order for such Product is accepted, provided Client: (i) gives Unisys prompt written notice, control and authority to defend and/or settle the claim; and (ii) cooperates in the defense of the claim. Unisys will pay the costs of the defense and any settlement or damage award for the claim(s). If a claim is made Unisys may obtain the right(s) to allow Client to continue to use the Product or Unisys may replace or modify the Product. Client will, upon Unisys request, stop using the Product and return it to Unisys, whereupon any applicable license and charges for the Product will end, and Unisys will give Client a credit for the price paid to Unisys and any unused prepaid Support Services, less a reasonable charge for past use and/or depreciation. Unisys shall have no liability for claims from a legal entity related to Client, or any claim based on based solely on: (i) Client's design or modification of a Product; (ii) Client's use of a Product in combination with anything that Unisys did not provide to Client or arising out of the use of the Software in a manner other than as described in the corresponding documentation; or, (iii) a non Unisys product, open source or a third party component in any Unisys Product. This Section states Unisys entire liability and Client's sole and exclusive remedies for patent and copyright infringement or misappropriation and trade secret misappropriation.

Section 16 - Ideas

Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, specifications, schematics, processes, templates, tools or blueprints developed (alone or jointly with Client) by Unisys personnel will be and remain the property of Unisys. To the extent Unisys incorporates any of the foregoing in a Services deliverable as identified in a statement of work and subject to payment of any fees for the Services, Unisys grants Client a personal, non-exclusive and non-transferable license to use, copy and modify the same solely as part of the deliverable for its internal use; provided however that any Software modification, customization or enhancement is licensed on the same terms as the underlying Software.

Section 17 - Termination and Cancellation

Either party may terminate an Order if the other party fails to cure a material breach of its obligations under that Order within 30 days of written notice. Any terms of the Agreement that by their nature extend after the end of the Agreement will remain in effect until fulfilled. The rights or duties relating to protection of Confidential Information, indemnities, security interests, and compliance with import and export regulations will survive termination of this Agreement.

Section 18 - Dispute Resolution

Any claim or controversy relating to or arising out of this Agreement, whether in contract, in tort or otherwise, will be resolved on a confidential basis under the commercial mediation and arbitration rules of the American Arbitration Association according to the following process, by first delivering a written notice describing the dispute and the amount involved ("demand") to the other party: (a) Mediation - After receipt of a demand, either party may start mandatory non-binding mediation before a single mediator; (b) Arbitration - If the dispute remains unresolved 45 days after the receipt of the demand, either party may start binding arbitration before a single arbitrator. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitrator will have no authority to award punitive damages, and its decision

must be consistent with this Agreement. Each party will pay its own expenses and attorney's fees. Either party may use a court of competent jurisdiction to (a) enforce an arbitration award; (b) seek temporary equitable relief to protect its interests; or (c) recover specific property, including an action in replevin. Nothing in this Section will preclude or delay Unisys recourse for a suspected violation of Unisys' intellectual property rights; and Unisys may at its option bring any such action in either court or by arbitration. No action arising out of or relating to this Agreement, other than an action by Unisys for a suspected violation of its intellectual property rights, may be brought more than 2 years after the cause of action first accrued, except if a demand is made within 45 days before the end of this 2 year period, the parties shall have an additional 60 days from the demand to start mediation under this Agreement.

Section 19 - Other Provisions

Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control, excluding payment of monies due. Any failure or delay by either party in exercising any right or remedy will not be a waiver. Each provision of this Agreement is severable. This Agreement and each Order are the entire agreement between the parties for the Products and Services that are the subject of the Order and supersede all prior written or oral communications between the parties and any preprinted terms on a purchase order. THE LOCAL LAW OF THE COMMONWEALTH OF PENNSYLVANIA WILL GOVERN THIS AGREEMENT, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. This Agreement or an Order may only be modified by a writing signed by a duly authorized representative of Unisys. Client may not assign or transfer Client's rights or obligations under this Agreement without the prior written consent of Unisys. Unisys may subcontract Services to third parties. Client will comply with all applicable import and export laws and regulations. All notices under this Agreement shall be addressed to Client at the address stated above and to Unisys at the Unisys office that services Client and, for notices under Patent and Copyright, Dispute Resolution, Other Provisions and requests for information under the security interests provisions of Payments/Taxes, provide a copy to the Unisys Law Department, 801 Lakeview Drive, Suite 100, Blue Bell, PA 19422, U.S..

Section 20 - U.S. Government Terms

To the extent prohibited by applicable law the following provisions will not apply to U.S. public sector entities: advance payment for services; Client indemnities; and binding arbitration. If Client is a U.S. state or local government entity, this Agreement will be governed by the local law of the State or Commonwealth in which the Client is located. If the government body that appropriates Client's funds does not allocate such funds beyond the then-current fiscal period, Client may terminate all or any portion of any Order under this Agreement. Client will be liable for any accumulated payments due prior to the effective date of the new fiscal year. Client is not permitted to obtain any similar data processing equipment, software or service from any third party following such termination notice to Unisys.

Section 21 - Canada Specific Terms - If you obtained the Products from Unisys in Canada, the following terms apply and shall supersede and control over any conflicting terms in this Agreement. All terms that are not changed by these amendments remain unchanged and in effect:

- (a) All references to currency are in Canadian dollars unless otherwise specified in the Order.
- (b) The commercial mediation and arbitration rules of the Arbitration Act of Ontario shall apply to any disputes or claims arising with respect to Products or Services obtained in Canada. The language of any arbitration shall be in English.
- (c) The laws of the Province of Ontario will govern this Agreement without regard to conflicts of laws provisions.