



# BT One Mobile Secure Application Development Schedule to the General Terms

## Contents

A note on 'you' .....	2
Words defined in the General Terms .....	2
Part A – The BT One Mobile Secure Application Development Service .....	2
1 Service Summary.....	2
2 Standard Service Components .....	2
3 Service Options .....	2
4 Service Management Boundary.....	2
5 Associated Services and Third Parties.....	3
6 Miscellaneous.....	3
7 Specific Terms .....	3
Part B – Service Delivery and Management .....	6
8 BT's Obligations.....	6
9 Your Obligations.....	6
10 Notification of Incidents.....	8
Part C – Service Levels .....	9
Part D – Defined Terms.....	10
11 Defined Terms .....	10
ANNEX A – END USER LICENCE AGREEMENT.....	12
1 DEFINITIONS.....	12
2 LICENSED SERVICES .....	12
3 USE OF THE LICENSED SERVICES .....	13
4 INTENTIONALLY LEFT BLANK .....	13
5 ORDER FORM, FEES AND PAYMENT FOR PURCHASED SERVICES.....	13
6 PROPRIETARY RIGHTS .....	13
7 CONFIDENTIALITY.....	13
8 WARRANTIES AND DISCLAIMERS .....	14
9 INDEMNIFICATION .....	14
10 LIMITATION OF LIABILITY .....	15
11 TERM AND TERMINATION.....	15
12 NOTICES, GOVERNING LAW AND JURISDICTION.....	16
13 GENERAL PROVISIONS.....	16

In Confidence

© British Telecommunication plc 2018

BTLegal\_BTOmMblAppIctnDvlpmtSchedule\_V2\_UK Version\_published6June2018.docx

## A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

## WORDS DEFINED IN THE GENERAL TERMS

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

## Part A – The BT One Mobile Secure Application Development Service

### 1 SERVICE SUMMARY

- 1.1 BT will provide you with a right to access and use a cloud based platform which will enable you to quickly and easily mobilise your existing business processes and web based systems through an application architecture supported on certain Devices and Operating Systems, comprising:
- 1.2 the Standard Service Components; and
- 1.3 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 (“**BT One Mobile Secure Application Development Service**”).

### 2 STANDARD SERVICE COMPONENTS

BT will provide you with all the following standard service components (“**Standard Service Components**”) in accordance with the details as set out in any applicable Order:

- 2.1 **WorkSimple:** is each User’s personalised mobile workspace and enables Users to access business workflows, receive key alerts through notifications, and instantly view critical information from your Source Applications. WorkSimple personalises and unifies Source Applications for your Users
- 2.2 **Designer:** enables Users to create one-minute micro apps, called Zapps, on top of your Source Applications without coding or APIs, while automatically using all business logic and customisations of your Source Applications. The Designer enables Users to build, style, and publish Zapps.
- 2.3 **Runtime:** powers Zapps by attaching to Source Applications directly through your browser, while using your security and business logic.
- 2.4 **Dashboard:** captures detailed analytics, including insights into User behaviour and direct feedback from Users. Dashboard also enables the management of the lifecycle of all Zapps through version control, group-based distribution, and permissions.
- 2.5 **Security:** provided via a secure transport tunnel that protects your User’s data between the WorkSimple application and your back-end systems.
- 2.6 The above Standard Service Components:
  - 2.6.1 may be purchased as various volume packages as set out in the applicable Order; and
  - 2.6.2 are classed as Licenced Services for the purposes of Paragraph 7.4 and the EULA.

### 3 SERVICE OPTIONS

BT will provide you with any of the following options as set out in any applicable Order (“**Service Options**”) and in accordance with the details as set out in that Order:

- 3.1 **Professional Services:** BT will provide Professional Services as set out in the applicable Order.
- 3.2 **Training:** BT will provide a 3-day onsite training course for up to 10 Users. BT will provide training to your suitably qualified staff, to provide an understanding of the BT One Mobile Secure Application Development Service platform and the creation and deployment of Zapps and how to manage these applications in life.

### 4 SERVICE MANAGEMENT BOUNDARY

- 4.1 BT will provide and manage the BT One Mobile Secure Application Development Service up to the point where you present traffic to the BT One Mobile Secure Application Development Service platform, or receive traffic from any infrastructure owned or controlled by the Supplier or BT, and as set out in any applicable Order, (“**Service Management Boundary**”).

- 4.2 BT will have no responsibility for the BT One Mobile Secure Application Development Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the BT One Mobile Secure Application Development Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 The BT One Mobile Secure Application Development Service does not include Device or Administration Console configuration.
- 4.5 The BT One Mobile Secure Application Development Service does not include Zapp creation or support for any Zapps created.

## 5 ASSOCIATED SERVICES AND THIRD PARTIES

- 5.1 You will have the following services in place that will connect to the BT One Mobile Secure Application Development Service and are necessary for the BT One Mobile Secure Application Development Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
  - 5.1.1 Internet connectivity,  
(an “Enabling Service”).
- 5.2 If BT provides you with any services other than the BT One Mobile Secure Application Development Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.

## 6 MISCELLANEOUS

- 6.1 BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.
- 6.2 **Sale of Goods**  
The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

## 7 SPECIFIC TERMS

### 7.1 Minimum Period of Service and Renewal Periods

- 7.1.1 You may request an extension to the BT One Mobile Secure Application Development Service for a Renewal Period by Notice in writing to BT at least 90 days before the end of the Minimum Period of Service or Renewal Period (“**Notice of Renewal**”).
- 7.1.2 If you issue a Notice of Renewal in accordance with Paragraph 7.1.1, BT will extend the BT One Mobile Secure Application Development Service for the Renewal Period and:
  - (a) BT will continue to provide the BT One Mobile Secure Application Development Service;
  - (b) the Charges applicable during the Minimum Period of Service will cease to apply and BT will invoice you the Charges set out in the Order from expiry of the Minimum Period of Service; and
  - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 7.1.3 If you do not issue a Notice of Renewal in accordance with Paragraph 7.1.1, BT will cease delivering the BT One Mobile Secure Application Development Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 7.1.4 **Notice to Amend**
  - (a) BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period (“**Notice to Amend**”).
  - (b) Within 21 days of any Notice to Amend, you will provide BT Notice:
    - (i) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
    - (ii) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or

- (iii) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- (c) If we have not reached agreement in accordance with Paragraph 7.1.4(b)(ii) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 7.1.4(b)(iii) or BT may give Notice of termination, in which case BT will cease delivering the BT One Mobile Secure Application Development Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

## 7.2 Termination for Convenience

BT may at any time on or after the Service Start Date, terminate the Contract in whole or in part or any BT One Mobile Secure Application Development Service by giving Notice in the event that the Supplier becomes insolvent or otherwise ceases trading. In the event of such termination BT will pay you the monthly Licenced Service Charges equal to the remaining months of the Minimum Period of Service or renewal Period up to a maximum of 3 months.

## 7.3 Customer Committed Date

7.3.1 If you request a change to the BT One Mobile Secure Application Development Service or any part of the BT One Mobile Secure Application Development Service, then BT may revise the Customer Committed Date to accommodate that change.

7.3.2 BT may expedite delivery of the BT One Mobile Secure Application Development Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

## 7.4 Licence

BT will grant you a temporary, limited, non-exclusive, non-transferrable, worldwide licence to access and use the Licenced Services solely for your own internal business purposes.

## 7.5 EULA

7.5.1 BT will only provide the BT One Mobile Secure Application Development Service if you have entered into an end user licence agreement with the Supplier in the form set out at Annex 1, as may be amended or supplemented from time to time by the Supplier ("EULA").

7.5.2 By accepting the terms of the EULA, you agree to observe and comply with it for any and all use of the BT One Mobile Secure Application Development Service.

7.5.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the BT One Mobile Secure Application Development Service upon reasonable Notice, and:

- (a) you will pay the Charges that are payable for the BT One Mobile Secure Application Development Service until the BT One Mobile Secure Application Development Service ends; and
- (b) BT may charge a re-installation fee to start the BT One Mobile Secure Application Development Service again.

7.5.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier.

7.5.5 You will deal with the Supplier with respect to any loss or damage suffered by you or the Supplier under the EULA and any loss or damage will not be enforceable against BT.

## 7.6 Invoicing

7.6.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

- (a) Installation Charges, on the Service Start Date;
- (b) Licenced Services Charges, monthly in advance on the first day of the relevant month and for any period where the BT One Mobile Secure Application Development Service is provided for less than one month, the Licenced Services Charges will be calculated on a daily basis;
- (c) Recurring Charges, monthly in advance on the first day of the relevant month and for any period where the BT One Mobile Secure Application Development Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (d) Charges for travel and maintenance expenses where personnel are required to travel to the Site (s) to deliver any Professional Services or any training; and
- (e) Professional Services Charges; and

- (f) any Termination Charges incurred in accordance with Paragraph **Error! Reference source not found.** upon termination of the relevant BT One Mobile Secure Application Development Service.

7.6.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (b) Charges for commissioning the BT One Mobile Secure Application Development Service in accordance with Paragraph 8.2 outside of Business Hours;
- (c) Charges for expediting provision of the BT One Mobile Secure Application Development Service at your request after BT has informed you of the Customer Committed Date; and
- (d) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

7.6.3 All Professional Services set out in any applicable Order must be fully utilised within 6 months following the Effective Date of that Order or the Professional Services Charges for such Professional Services will be forfeited and will not be refunded, unless it is not your fault for not having utilised the Professional Services.

## 7.7 Termination Charges at the end of the Contract

### 7.7.1 Termination Charges

If you terminate the Contract, the BT One Mobile Secure Application Development Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges for service rendered;
- (b) any additional amounts due under the Contract;
- (c) any other Charges as set out in any applicable Order; and
- (d) any charges reasonably incurred by BT from a supplier as a result of the early termination.

7.7.2 In addition to the Charges set out at Paragraph **Error! Reference source not found.** above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to 100 per cent of the Licenced Services Charges for any remaining months of the Minimum Period of Service or Renewal Period.

7.7.3 BT will not refund to you any money you have paid in advance.

## 7.8 Amendments to the General Terms

7.8.1 The wording in Clause 19.1 of the General Terms is deleted and replaced with the following:

19.1 If a Force Majeure Event means a Service is completely and continuously unavailable for more than 28 days, either of us can terminate the BT One Mobile Secure Application Development Service straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 21.1.

7.8.2 The wording in Clause 23 of the General Terms is deleted and replaced with the following:

If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:

- 23.1 not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event; and
- 23.2 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event,  
provided that such Party shall have first given the other Party seven days written Notice after becoming aware that a failure or delay was likely to occur.

## Part B – Service Delivery and Management

### 8 BT'S OBLIGATIONS

#### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the BT One Mobile Secure Application Development Service, BT:

- 8.1.1 will provide you with contact details for the Service Desk;
- 8.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract; and
- 8.1.3 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

#### 8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the BT One Mobile Secure Application Development Service;
- 8.2.2 conduct a series of standard tests on the BT One Mobile Secure Application Development Service to ensure that it is configured correctly;
- 8.2.3 connect the BT One Mobile Secure Application Development Service to each Enabling Service; and
- 8.2.4 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you the Service Start Date.

#### 8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if you report an Incident with the BT One Mobile Secure Application Development Service;
- 8.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance however, BT may inform you with less notice than normal where Maintenance is required in an emergency.
- 8.3.3 may, in the event of a security breach affecting the BT One Mobile Secure Application Development Service, require you to change any or all of your passwords;
- 8.3.4 will not provide any support services for errors or problems with the BT One Mobile Secure Application Development Service to the extent caused by the following:
  - (a) any modifications or changes to, or any integration with another technology platform or service offering of the Licensed Services not authorised by BT; and/or
  - (b) continued use of an older release or version of the Licensed Services where use of the current release or version of the Licensed Services would have corrected the error or problem. but, BT will continue to provide support for errors or problems with older releases and versions of the Licensed Services for 180 days after the general release of the version or release of the Licensed Services that would have corrected such errors or problems.
- 8.3.5 will not have any liability to you or any User for:
  - (a) any third party data;
  - (b) Data Usage; and
  - (c) telecommunications charges or for any Devices.

#### 8.4 The End of the Service

On expiry or termination of the BT One Mobile Secure Application Development Service by either of us, BT will de-configure the BT One Mobile Secure Application Development Service.

### 9 YOUR OBLIGATIONS

#### 9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the BT One Mobile Secure Application Development Service, you will:

- 9.1.1 provide BT with the names and contact details of three named individuals only as Customer Contacts who are authorised to act on your behalf for Service management matters, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
  - 9.1.2 provide BT with any information reasonably required without undue delay;
  - 9.1.3 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the BT One Mobile Secure Application Development Service;
  - 9.1.4 complete any preparation activities that BT may request to enable you to receive the BT One Mobile Secure Application Development Service promptly and in accordance with any reasonable timescales;
  - 9.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
  - 9.1.6 ensure that the recommended browser to be used for the designer environment is the latest version of Firefox ESR (Extended Service Release) which can be downloaded from the following link: <https://www.mozilla.org/en-US/firefox/organizations/all/>;
  - 9.1.7 complete the required configuration on your network, via the Internet, to allow access between the BT One Mobile Secure Application Development Service Runtime and your internal application.
  - 9.1.8 ensure that a Virtual Private Network connection is made between your network and the BT One Mobile Secure Application Development Service Runtime, if required, and set out in the applicable Order, which will operate on Customer Equipment.
  - 9.1.9 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
    - (a) inform your Users that as part of the BT One Mobile Secure Application Development Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
    - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
    - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 9.1.89, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 9.1.89.
- 9.2 **During Operation**
- On and from the Service Start Date, you will:
- 9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
  - 9.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
  - 9.2.3 monitor and maintain any Customer Equipment connected to the BT One Mobile Secure Application Development Service or used in connection with a BT One Mobile Secure Application Development Service;
  - 9.2.4 ensure that any Customer Equipment that is connected to the BT One Mobile Secure Application Development Service or that you use, directly or indirectly, in relation to the BT One Mobile Secure Application Development Service is:
    - (a) adequately protected against viruses and other breaches of security;
    - (b) technically compatible with the BT One Mobile Secure Application Development Service and will not harm or damage any of BT's suppliers' or subcontractors' network or equipment; and
    - (c) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
  - 9.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
  - 9.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the BT One Mobile Secure Application Development Service;
  - 9.2.7 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
  - 9.2.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BT One Mobile Secure Application Development Service and:
    - (a) immediately terminate access for any person who is no longer a User;

- (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
- (c) take all reasonable steps to prevent unauthorised access to the BT One Mobile Secure Application Development Service;
- (d) satisfy BT's security checks if a password is lost or forgotten; and
- (e) change any or all passwords or other systems administration information used in connection with the BT One Mobile Secure Application Development Service if BT requests you to do so in order to ensure the security or integrity of the BT One Mobile Secure Application Development Service.

9.2.9 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;

9.2.10 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the BT One Mobile Secure Application Development Service; and

9.2.11 inform BT within five Business Days if the number of Users increases by more than 5 per cent from the number of Users as set out in any applicable Order and, in these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionately.

### 9.3 The End of the Service

On expiry or termination of the BT One Mobile Secure Application Development Service by either of us, you will within a reasonable timeline, destroy or return to BT any Confidential Information relating to the BT One Mobile Secure Application Development Service within your possession or control.

## 10 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

10.1 the Customer Contact will report it to the Service Desk;

10.2 BT will give you a Ticket;

10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:

10.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or

10.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.

10.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.



**Part C – Service Levels**

There are no Service Levels for this BT One Mobile Secure Application Development Service.

## Part D – Defined Terms

### 11 DEFINED TERMS

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

**“Administrator”** means your employee responsible for carrying out the creation of Zapps on the Designer.

**“Administration Console”** means an interface granting access to the Designer.

**“API”** means an application programming interface which is a set of functions and procedures that allows the creation of applications which access the features or data of an operating system, application of other services.

**“BT One Mobile Secure Application Development Service”** has the meaning given in Paragraph 1.

**“Business Hours”** means between the hours of 0800 and 1700 in a Business Day.

**“Customer Committed Date”** means the date provided by BT on which delivery of the BT One Mobile Secure Application Development Service (or each part of the BT One Mobile Secure Application Development Service, including to each Site) is due to start.

**“Customer Contact”** means any individuals authorised to act on your behalf for BT One Mobile Secure Application Development Service management matters.

**“Customer Equipment”** means any equipment and any software, other than BT Equipment, used by you in connection with a BT One Mobile Secure Application Development Service.

**“Data Usage”** means the amount of data that is sent or received within a specific period.

**“De-installation Charges”** means the charges payable by you on de-installation of the BT One Mobile Secure Application Development Service that are equal to the then current rates for Installation Charges on the date of de-installation.

**“Designer”** means the drag and drop environment that allows the Administrator to create the Zapp.

**“Device”** means a device running on any of the specified Operating Systems, including all peripherals, data, and applications, but excluding SIM cards and the Software and that meets the criteria set out at <https://support.capriza.com/hc/en-us/articles/204032686-Supported-Operating-Systems-Browsers-for-running-Zapps>

**“EULA”** has the meaning given in Paragraph 7.5.1.

**“General Terms”** means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at [www.bt.com/terms](http://www.bt.com/terms), and form part of the Contract.

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the BT One Mobile Secure Application Development Service or particular element of the BT One Mobile Secure Application Development Service.

**“Installation Charges”** means those Charges set out in any applicable Order in relation to installation of the BT One Mobile Secure Application Development Service.

**“Internet”** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

**“Licence”** has the meaning given in Paragraph 7.44.

**“Licensed Services Charges”** means those Charges for the Licensed Services that are invoiced from the Service Start Date repeatedly in every payment period.

**“Licensed Services”** means the volume packages of the Standard Service Components, as set out in the applicable Order, together with any updates, upgrades or any other modifications that are made commercially available by BT to you.

**“Minimum Period of Service”** means a period of 12, 24 or 36 consecutive months beginning on the Service Start Date, as set out in any applicable Order.

**“Notice of Renewal”** has the meaning given in Paragraph 7.1.31.

**“Notice to Amend”** has the meaning given in Paragraph **Error! Reference source not found.**1.4.

**“Operating System”** means the device software that supports the operation of the device hardware and that meets the criteria set out at <https://support.capriza.com/hc/en-us/articles/204032686-Supported-Operating-Systems-Browsers-for-running-Zapps>.

**“Planned Maintenance”** means any Maintenance BT has planned to do in advance.

**“Professional Services”** means those services provided by BT which are labour related services and for which a Statement of Work is required.

**“Recurring Charges”** means the Charges for the BT One Mobile Secure Application Development Service or applicable part of the BT One Mobile Secure Application Development Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

**“Renewal Period”** means for each BT One Mobile Secure Application Development Service, a 12, 24 or 36 month period following the Minimum Period of Service, as set out in the applicable Order.

**“Runtime”** has the meaning given in Paragraph 2.3.

**“Service Desk”** means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the BT One Mobile Secure Application Development Service.

**“Service Management Boundary”** has the meaning given in Paragraph 4.1.

**“Service Options”** has the meaning given in Paragraph 3.

**“Site”** means a location at which the BT One Mobile Secure Application Development Service is provided.

**“Source Application”** means an enterprise application on your network, which serves as the source application or domain on top of which the Zapp can be created, customised, derived or extended from.

**“Standard Service Components”** has the meaning given in Paragraph 2.

**“Statement Of Work”** means the document which defines project-specific activities, deliverables and timelines agreed between you and BT in relation to Professional Services.

**“Supplier”** means Capriza Inc. 400 Hamilton Avenue, Palo Alto, CA 95301, Registered Number: TIN: 45-2472558.

**“Ticket”** means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.

**“Virtual Private Network”** or **“VPN”** means a network that appears private to the Customer’s Users while being provided over network infrastructure that is shared with other Customers. Unless otherwise agreed in writing, a Customer’s communications over its VPN are restricted to those Sites belonging to the Customer’s VPN.

**“WorkSimple”** has the meaning given in Paragraph 2.1

**“Zapp”** means the XML code used in conjunction with your use of the Licensed Services to deliver a mobile optimized version of a business process or workflow resulting in a single transaction or operation (e.g.; purchase approval, time sheet entry, inventory lookup, view pipeline report, etc.).

## ANNEX A – END USER LICENCE AGREEMENT



Capriza, Inc.  
400 Hamilton Avenue  
Suite 130, Palo Alto, CA 94301

This Capriza Master License Agreement (the “MLA”) is provided to You by Our authorized reseller (“Reseller”). This MLA is binding on You and applies to and governs Your access to and use of the Licensed Services, as defined below. By placing an Order for the Licensed Services with Reseller, You signify your acceptance of the terms and conditions of this MLA and your agreement to comply with such terms and conditions in your use of the Licensed Services. Reseller is not a party to or liable under this MLA, and Capriza is solely responsible for all warranties, indemnities and other vendor obligations under this MLA.

## 1 DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Capriza**”, “**We**”, “**Us**” and “**Our**” means Capriza, Inc. located in Palo Alto, California.

“**Documentation**” means user guides, operating manuals, training materials, product/service specifications as set forth in applicable Order Forms, technical manuals, support materials, in printed or electronic form, which are provided to Our customers in connection with their use of the Licensed Services.

“**Licensed Services**” means the Edition(s) of our SaaS software programs, as identified and described in the applicable Order Form, together with Updates, Upgrades or any other modifications that are made commercially available by Us to our customers.

“**Order Form**” means the Order Form document by which You place orders with Reseller for the Licensed Services.

“**Source Application**” is an enterprise application, which serves as the source application or domain on top of which the Zapp can be created, customized, derived or extended from. One Source Application is considered a major family of like-architecture product modules provided by a third-party vendor or You (for instance: SAP ERP, SAP Ariba, SAP Concur, Salesforce.com, Microsoft Sharepoint, named own developed system, etc.).

“**Subscription**” means a license to use the Licensed Services for a specified number of Users, Zapps and/or Source Applications and for a specified term, all as set forth in this Agreement and the applicable Order Form.

“**Users**” means all individuals (a) for whom You have ordered Subscriptions to the Licensed Services under an applicable Order Form and (b) whom have been assigned by You to a user group or otherwise authorized or enabled by You access rights to use the Licensed Services. Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with whom You transact business and for whom You shall be responsible to ensure their compliance with and adherence to the terms of this Agreement.

“**You**” and “**Your**” means the specific entity stated above as the signatory to this Agreement and any additional Affiliates of such entity that are specifically listed in the applicable Order Form as being authorized to use or purchase Licensed Services under such Order Form.

“**Your Data**” means all electronic data or information that You use in conjunction with the Licensed Services.

“**Zapp**” means the XML code used in conjunction with Your use of the Licensed Services to deliver a mobile optimized version of Your business process or workflow resulting in a single transaction or operation (e.g.; purchase approval, time sheet entry, inventory lookup, view pipeline report, etc.). Your Licensed Services are provided for a number of Zapps as identified in the applicable Order Form. This number excludes Zapps in development which includes all Zapps not issued for production use or issued to production for less than one (1) month as part of Your testing process.

## 2 LICENSED SERVICES

- 2.1 Subject to the terms, limitations, conditions of this Agreement and the applicable Order Form, We hereby grant You a temporary, limited, non-exclusive, non-transferable, worldwide use license to access and use the Licensed Services solely for Your own legitimate internal business purposes. All rights not expressly granted to You are reserved by Us. We reserve the right to make changes, modifications and enhancements to the Licensed Services from time to time.

You may make a reasonable number of copies of the Documentation as necessary for use, testing, development, training, archival, maintenance, and back-up purposes, provided that all proprietary markings that have been affixed by Us are retained on all copies.

- 2.2 The Licensed Services may only be accessed and used by You, as defined above and in the applicable Order Form. By executing an Order Form for Licensed Services, or when You access the Capriza web site to use the Licensed Services, You are confirming Your acceptance of this Agreement, including any applicable Order Form(s), which shall govern Your use of the Licensed Services during the applicable term. Your licensing of the Licensed Service is not contingent on the delivery of any future functionality or features.
- 2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) the Licensed Services are purchased as User Subscriptions (“User Subscriptions”) – one for each User – and may be accessed by no more than the specified number of Users, and in addition, such Users cannot access more than the specified number of Source Applications and Zapps as set forth in the Order Form; (ii) additional User Subscriptions, Source Applications and Zapps may be added during the applicable Subscription Term (as defined in the applicable Order Form) at the same pricing as that for the then pre-existing Subscriptions, prorated for the remainder of the then-effective Subscription Term and (iii) the added Subscriptions shall be coterminous with the then-current Subscriptions. User Subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Services.

### 3 USE OF THE LICENSED SERVICES

- 3.1 Your Responsibilities. The data You input and use in connection with the Licensed Services is Your sole responsibility and Your Data will not infringe the intellectual property rights of any third party. You shall (i) be responsible for Your and all of Your Users’ compliance with the terms of this Agreement, (ii) be responsible for the compliance with all applicable data related laws, including without limitation those concerning personally identifiable information, and legality of Your Data and of the means by which You acquired and make use of Your Data, (iii) be responsible for Your and all Your User’s compliance with the terms and conditions of Your underlying Source Applications licenses, including having a valid license to use them that does not prohibit our providing the Licensed Services hereunder (We assume no responsibility for Your existing licensing terms and conditions for such Source Applications), (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Licensed Services, and notify Us promptly of any unauthorized access or usage, (v) use the Licensed Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (vi) interfere with or disrupt the integrity or performance of the Licensed Services or third-party data contained therein, and (viii) shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Licensed Services or (b) reverse engineer or make derivative works of the Licensed Services.
- 3.2 Remedy. In addition to other remedies We may have available to Us, if You violate the terms of this Section 3 We shall have the right, upon ten (10) days’ written notice, to cease Your access to the Licensed Services until such violation is cured to Our satisfaction, without refunding any amounts paid by You.

### 4 INTENTIONALLY LEFT BLANK.

### 5 ORDER FORM, FEES AND PAYMENT FOR PURCHASED SERVICES

Orders for the Licensed Services shall be submitted to Reseller pursuant to Reseller’s product order procedures. All invoicing and payment for Licensed Services shall be via Reseller.

### 6 PROPRIETARY RIGHTS

- 6.1 Reservation of Rights in Licensed Services. Subject to the limited rights to and in the Licensed Services granted hereunder, We reserve all rights, title and interest in and to the Licensed Services, and any and all enhancements, modifications, extensions and/or derivative works thereof, including all related intellectual property rights. No rights are granted to You hereunder other than those limited rights to use the Licensed Service as expressly set forth herein.
- 6.2 Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Licensed Services, You authorize Us to host, copy, transmit, use, access, create derivatives works, display and adapt such applications and program code, as may be necessary for Us to provide the Licensed Services in accordance with this Agreement.

### 7 CONFIDENTIALITY

- 7.1 Definition of Confidential Information. As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party, its Affiliates or Your Users (“Receiving Party”) whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, which shall include, without limitation, information concerning the Licensed Services, the Disclosing Party’s business and financial information, fees and charges, terms of the Order Forms, business and marketing plans, technology and technical information, product plans and designs, and business processes and the like. Confidential Information shall not include information that (i) is or becomes generally known to the public without breach of the Receiving Party’s obligations hereunder, (ii) is received from a third party without breach of the Receiving Party’s obligation hereunder or (iii) was independently developed by the Receiving Party.
- 7.2 Protection of Confidential Information. Each party shall use the same degree of care to ensure the confidentiality of the other party’s Confidential Information that it uses to protect the confidentiality of its own confidential information (but in no event no less than industry-standard, reasonable care) (i) not to use the other party’s Confidential Information for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to the Disclosing Party’s Confidential Information to its employees, Users and Affiliates’ employees and consultants, who have a clear “need to know” such Confidential Information for purposes consistent with this Agreement and who have signed confidentiality agreements containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.
- 7.3 Compelled Disclosure. A party may disclose the other party’s Confidential Information only if it is compelled by law enforcement, judicial order or government subpoena to do so, provided that it gives the other party prior written notice of such compelled disclosure and an accurate copy of such written order to the extent permitted by law.

## 8 WARRANTIES AND DISCLAIMERS

### 8.1 WARRANTIES

- 8.1.1 Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement.
- 8.1.2 We warrant that the Licensed Services (a) will be provided in a professional manner consistent with generally accepted industry standards, and (b) will perform substantially in accordance with any applicable specifications as set forth in the applicable Order Form.
- 8.1.3 In the event of a warranty deficiency in the Licensed Services, You will notify us of such deficiency within thirty (30) days following the performance of the relevant Licensed Services, and Your exclusive remedy will be the reperformance of the deficient Licensed Services. If We cannot reperform such deficient Licensed Services as warranted within a commercially reasonable period of time, You will be entitled to terminate the deficient Licensed Services and recover a pro-rata portion of the fees paid to Us for such deficient Licensed Services, and such refund will be Our entire liability with respect to such deficiency. Such pro-rata refund shall be calculated on the basis of the remaining unused days in the then-current prepay period.

### 8.2 DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE LICENSED SERVICES, THE RESULTS YOU MAY OBTAIN BY USING THE LICENSED SERVICES, OR THE UNINTERRUPTED OR ERROR FREE OPERATION OF LICENSED SERVICES.

## 9 INDEMNIFICATION

- 9.1 You hereby indemnify Us against any claim, demand, suit or proceeding made or brought against Us by a third party (i) alleging that Your Data, Your use, and use by Your Users or Affiliates of the Licensed Services infringes or misappropriates the intellectual property rights, including without limitation copyright, trade secret and patent rights of any third party or violates any applicable law, (ii) arising from or related to Your Data or Your or Your Users’ activities in using the Licensed Services (“Claim Against Us”), and You shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (i) promptly give You written notice of the Claim Against Us, (ii) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us that does

not unconditionally release Us of all liability with respect to such Claim without Our prior written approval, and that We may also engage legal counsel to defend Us regarding such Claim Against Us) and (iii) provide to You all reasonable assistance, at Your expense.

- 9.2 We hereby indemnify You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the Licensed Services infringe or misappropriate the intellectual property rights, including without limitation copyright, trade secret and patent rights of any third party or violates any applicable law ("Claim Against You"), and We shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, or for any amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (i) promptly give Us written notice of the Claim Against You, (ii) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You that does not unconditionally release You of all liability with respect to such Claim without Your written approval, and that You may also engage legal counsel to defend You regarding such Claim Against You) and (iii) provide to Us all reasonable assistance, at Our expense.
- 9.3 With respect to Our indemnification obligations in connection with any Claim of infringement (i) if any aspect of the Subscription or the Licensed Services is found or, in Our reasonable opinion may likely be found, to infringe upon the Intellectual Property Right of a third party, or (ii) the continued use of the Subscription is enjoined, then We will promptly and at Our cost and expense at Our option, (a) obtain for Client the right to continue using the Subscription, (b) modify the item(s) in question so that they are no longer infringing, or (c) replace such item(s) with a non-infringing functional equivalent. If, after all commercially reasonable efforts, We determine in good faith that options (a) - (c) are not feasible, We will remove the infringing items from the Licensed Services and refund to You on a pro-rata basis any prepaid unused Fees paid for such infringing item. Such pro-rata refund shall be calculated on the basis of the remaining unused days in the then-current prepay period We shall have no obligation or liability for any claim pursuant to this Section to the extent arising from (i) the combinations, operation, or use of the Subscription supplied with any product, device, or software not supplied by Us to the extent the combination creates the infringement or (ii) the unauthorized alteration or modification by You of any aspect of Licensed Services or improper use of the Subscription. THE FOREGOING IS OUR SOLE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS FOR INFRINGEMENT.

## 10 LIMITATION OF LIABILITY

- 10.1 Limitation of Liability. EXCEPT AS SET FORTH IN THIS SECTION, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (ORDER FORMS, FEES AND PAYMENT FOR PURCHASED SERVICES).
- 10.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES HEREBY CONFIRM THAT THE LIMITATION OF LIABILITY SET OUT HEREIN IS FAIR AND REASONABLE GIVEN THE PURPOSE OF THIS AGREEMENT.
- 10.3 Exceptions to Limitation of Liability. The limitations on liability set forth in Section 11.1 shall not apply to liability arising from:
- 10.3.1 A party's indemnification obligations under this Agreement.
  - 10.3.2 A breach of a party's confidentiality obligations under Section 8 of this Agreement.
  - 10.3.3 Any infringement, misuse or misappropriation of any Intellectual Property rights.
  - 10.3.4 Any liability for fraud, wilful default of gross negligence.

## 11 TERM AND TERMINATION

- 11.1 Term of Agreement. This Agreement commences on the Effective Date and, unless otherwise terminated in accordance with this Agreement, it continues until all User Subscriptions granted to You hereunder expire or terminate.
- 11.2 Term of Purchased User Subscriptions. User Subscriptions commence on the start date specified in the applicable Order Form and continue for the Subscription Term specified therein. Except as otherwise specified in the applicable Order Form, all User Subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term or

one (1) year (whichever is shorter), unless either party gives the other written notice of non-renewal at least sixty (60) days before the end of the relevant Subscription Term.

11.3 Termination.

11.3.1 Either party may terminate this Agreement if there is a material breach by the other party and (if capable of remedy) the breaching party has failed to remedy the breach within thirty (30) days (“Remedy Period”) after receipt of such notice from the non-breaching party giving full particulars of the breach and requiring the breach to be remedied.

11.3.2 In the event of such uncured breach by Us, then You shall receive a refund of a pro-rata amount of any unused prepaid fees within thirty (30) days of the end of the Remedy Period. Such pro-rata refund shall be calculated on the basis of the remaining unused days in the period to which such prepaid amount is applicable.

11.3.3 In the event of such uncured breach by You, You will be obligated to pay within thirty (30) days following termination all remaining fees due for the remainder of the full current term as set forth in the Order Form.

11.4 Trial Termination. If You have downloaded any tools or components from Our website in conjunction with a trial period of the Licensed Services, or are otherwise engaged in any unpaid trial or evaluation of the Licensed Services, then we may terminate such trial period and tools/components access without notice at any time following the date thirty (30) days after the commencement of such trial period unless You accept or execute an Order Form for the Licensed Services. We shall incur no liability whatsoever relating to or arising from Your use of such tools/components or Licensed Services during such trial period or from Our termination thereof.

11.5 Surviving Provisions. All Sections of this Agreement that by their terms and content should be interpreted and/or construed as intended to survive the expiration or termination of this Agreement shall be deemed to so survive in accordance with their terms.

**12 NOTICES, GOVERNING LAW AND JURISDICTION**

12.1 Notices shall be addressed to:

You	Us
As per address set forth in applicable Order Form or as otherwise notified to Us in writing	Capriza Inc. @ 400 Hamilton Avenue, Suite 130, Palo Alto, CA, 94301, USA Attn: <a href="mailto:legal@capriza.com">legal@capriza.com</a>

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You in the applicable Order Form or Purchase Order. All other notices to You shall be addressed to the person designated above.

12.2 Agreement to Governing Law and Jurisdiction. This Agreement, including any Order Form, will be governed by and construed in accordance with the laws of England without regard to conflict of law rules, and to the exclusive jurisdiction of the London, United Kingdom courts.

**13 GENERAL PROVISIONS**

13.1 Export Compliance. The Licensed Services may be subject to technology-related export laws and regulations of the United States and other jurisdictions, and each party shall comply with such laws and regulations. Each party hereby represents that it is not listed on any U.S. government denied-party list. You shall ensure that You, Your Users and Your Affiliates do not access nor use the Licensed Services in any U.S.- embargoed country or in violation of any U.S. export law, rule or regulation.

13.2 Force Majeure Event. As concerns this Agreement, the following shall be considered a Force Majeure Event: acts of God; acts of government; floods, fires, earthquakes; civil unrest, acts of terror, strikes or other labor problems; Internet service provider, electricity and telecommunications failures or delays, or denial of service. In the event of a Force Majeure Event, the Licensed Services may be suspended, delayed or otherwise hindered, and Our only obligation shall be to use commercially reasonable efforts to resume provision of the Licensed Service within a reasonable time after the Force Majeure Event. The occurrence of a Force Majeure Event does not relieve You of Your payment obligations hereunder.



- 13.3 Relationship of the Parties. The parties are independent contractors to each other. This Agreement is not intended to not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 13.4 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 13.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unlawful or unenforceable, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.6 Aggregate/Anonymous Data. You agree that We will have the right to generate Aggregate/Anonymous Data which We may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve the Licensed Services). We will not distribute Aggregate/Anonymous Data in a manner that personally identifies You.
- 13.7 Assignment. Unless otherwise specified herein, neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Any attempted assignment shall be deemed null and void. Notwithstanding the foregoing, either party may assign this Agreement and its obligations hereunder without the other party's consent in connection with a merger, acquisition, corporate reorganization, succession in interest or sale of all or substantially all of its assets.
- 13.8 Entire Agreement. This Agreement, including all exhibits and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning this subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by both parties. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding the Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 13.9 Government Restrictions. The Licensed Services are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software is being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Use of the Licensed Services by the U.S. Government is further restricted according to the terms of this Agreement and any amendment hereto.