

JPMorgan Chase Bank, National Association
Purchase Order Terms and Conditions

1. **Purchase Order Terms and Conditions.** These purchase order terms and conditions (“**T&Cs**”) are effective as of the date (“**Effective Date**”) on the Ordering Form (as defined below) and govern any transactions for products and services to be provided to us (“**Deliverables**”) between you (“**Supplier**”) and JPMorgan Chase Bank, National Association, and/or one or more of its Affiliates (individually or collectively, “**JPMC**”, and each, a “**JPMC Entity**”).
2. **Ordering Form Applicability.** The specific details of the Deliverables are provided on the ordering form (including any schedule or statement of work attached to it “**Ordering Form**”) and these T&Cs are incorporated by reference into the Ordering Form. Each Ordering Form is a separate agreement between Supplier and the JPMC Entity on behalf of whom that Ordering Form is issued and only that JPMC Entity will be liable for obligations under that Ordering Form. The benefits of any Ordering Form extend to the JPMC Entity that issues the Ordering Form and to other JPMC Entities/Affiliates, customers, employees, suppliers, business partners and divested companies including as may be described in that Ordering Form. By performing pursuant to the Ordering Form, Supplier agrees that all transactions between JPMC and Supplier are governed by these T&Cs. In the event of any inconsistency between the Ordering Form and these T&Cs, these T&Cs control.
3. **Other Agreements.** Except for the commercial business terms contained in the Ordering Form, any additional or different terms or conditions contained in any quotations, acknowledgments, invoices, shrink-wrap, click-wrap, browse-wrap or other documents are null and void.
4. **Definitions.** The term “**Affiliate**” means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party; one entity “**controls**” another entity if it has the power to direct the management and policies of the other entity. The term “**including**” means including without limitation. The term “**days**” means calendar days. The term “**Business Day**” means Monday through Friday, excluding any official JPMC holidays. The term “**Agent**” means third party consultants, outsourcers, contractors and other service providers. The term “**Intellectual Property Rights**” means, collectively, any patent, copyright, trade secret, trademark or other intellectual property or proprietary rights. The term “**Supplier Personnel**” means, collectively, Supplier’s employees and the personnel of any Supplier Agent, representative or subcontractor providing Deliverables.
5. **Books and Records.** Supplier agrees that it will keep accurate books, records, and accounts in connection with its performance under the Ordering Form. Supplier will make its records and systems (as applicable) available to JPMC, its third party auditor (who is bound by a confidentiality agreement) or a JPMC regulator, upon reasonable advance written notice.
6. **Notices.** All notices must be in writing and will be deemed given only when sent by first class mail (return receipt requested), hand-delivered or sent by a nationally recognized overnight delivery service to the party to whom the notice is directed, at its address indicated in the applicable Ordering Form. Supplier will promptly notify JPMC of any occurrence that affects Supplier’s ability to materially perform its obligations to JPMC, including any act or omission that compromises the integrity of JPMC data, including unauthorized intrusion into the systems containing JPMC data. A copy of all notices required shall be sent to JPMorgan Chase Bank, N.A., Legal Department, Mail Code NY1-E088, 4 New York Plaza, 8th Floor, New York, NY 10004-2413, Attention: Workflow Manager. The notice must specify the applicable Ordering Form number.
7. **Independent Contractor.** Supplier is an independent contractor and will at its own expense timely pay to or on behalf of Supplier Personnel all compensation, benefits, taxes, insurance or assessments.
8. **No Publicity.** Neither party shall furnish the name, trademark or proprietary indicia of the other as a reference, or utilize any of the foregoing in any advertising, announcement, press release or promotional materials.
9. **Invoices.** Supplier will invoice JPMC as specified in the Ordering Form and the JPMC Supplier Invoicing Guidelines (a current copy is located at <https://www.jpmorganchase.com/corporate/About-JPMC/ab-personnel-policies.htm>).
10. **Taxes.** Unless JPMC provides Supplier with a valid and applicable exemption certificate, JPMC will reimburse the Supplier for sales, use, excise, services, consumption and other taxes or duties (excluding value added tax or equivalent in-country sales tax), if any, that the Supplier is required to collect from JPMC and which are assessed on the purchase, license

and/or supply of products and/or services. JPMC and Supplier (for itself and its agents, representatives and subcontractors) shall each bear sole responsibility for all taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts.

11. Confidentiality. Either party ("**Disclosing Party**") may provide the other party ("**Receiving Party**"), in any form, with confidential, non-public and/or proprietary materials and information, including Personal Data (collectively "**Confidential Information**"). The Receiving Party shall maintain the confidentiality of the Confidential Information and will not use or disclose such Confidential Information without the prior written consent of the Disclosing Party. At any time, upon the Disclosing Party's request, the Receiving Party shall return to the Disclosing Party all Confidential Information in its possession. Whenever the Receiving party has the Disclosing Party's Confidential Information, the Receiving Party will implement policies and procedures designed to notify the Disclosing Party of any unauthorized access to or unauthorized use or disclosure of the Disclosing Party's Confidential Information. JPMC may disclose the Supplier's Confidential Information to regulatory or governmental bodies asserting jurisdiction over JPMC. In the event Supplier has access to any data identifying or identifiable to an individual person ("**Personal Data**"), it shall comply with all Applicable Laws relating to the collection, use, transfer, disclosure, retention, or other processing of such information. Supplier confirms that when it is processing Personal Data it will act solely on the written instructions of JPMC, will have in place reasonable and appropriate safeguards to protect the Personal Data, and will not transfer the Personal Data outside of country in which it was collected without the prior approval of JPMC. Supplier will only use or reference JPMC Confidential Information and Personal Data (including any aggregate or performance data) to provide the Deliverables and for no other purpose, and will require the same of Supplier Personnel, all of whom must be bound by the confidentiality obligations and data use restrictions of this Section 11. Supplier will not decrypt, unmask, identify or re-identify any JPMC Confidential Information or Personal Data that is encrypted, masked or de-identified.

12. Return or Destruction. Supplier will return or destroy, as required by JPMC, any of JPMC's Confidential Information within 30 days after the earlier of: (a) JPMC's request, or (b) the date Supplier no longer requires that Confidential Information to perform its obligations to JPMC.

13. Term and Termination. The Ordering Form is effective from the Effective Date until terminated in accordance with its terms. JPMC may terminate the Ordering Form for convenience, in whole or in part, at any time and without liability, by giving Supplier at least 30 days prior written notice of the termination date. Upon termination, JPMC will receive a prompt refund of all fees paid in advance for Deliverables not yet provided by Supplier. JPMC will pay Supplier for any accepted Deliverables provided prior to the effective date of termination unless such payment is prohibited by law or subject to any applicable set-off right. Either party may terminate any Ordering Form, as of the date specified in a notice of termination if the other party materially breaches its obligations under the Ordering Form and does not cure that breach within 30 days after receiving the non-breaching party's notice.

14. Supplier's Representations and Warranties. Supplier represents and warrants that: (a) all Services provided by Supplier will be performed in a professional and businesslike manner by qualified personnel; (b) Supplier will comply with all applicable laws, rules and regulations that apply to the Deliverables (and the use of the Deliverables) in any jurisdiction to which Supplier delivered the Deliverables or which is specified on the Ordering Form ("**Applicable Laws**"); (c) it has obtained and will maintain all rights, approvals and consents necessary to perform its obligations and grant all rights and licenses granted under the Ordering Document and these T&Cs, including that the Deliverables and JPMC's use of the Deliverables do not and will not infringe, misappropriate or violate any Intellectual Property Rights of JPMC or any third party; (d) the Deliverables and any systems Supplier uses to provide the Services do not and will not contain any computer code that is designed to disrupt, disable, harm, modify, delete or otherwise impede the operation of the Deliverables or any of JPMC's software, computer systems or networks ("**JPMC Systems**"); (e) neither Supplier nor any individual, entity, or organization holding any material ownership interest in Supplier, nor any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits United States companies and individuals from dealing, including, without limitation, names appearing on the Specially Designated Nationals and Blocked Persons List (the "**SDN List**") and Supplier covenants to JPMC that it will not cause JPMC to be in violation of any regulation administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"); and (f) Supplier Personnel will (i) while visiting or accessing JPMC's facilities, comply with JPMC's then-current safety and security procedures, including pre-screening requirements, and other rules and regulations applicable to JPMC personnel at those facilities, (ii) comply with all reasonable requests of JPMC personnel, as applicable, pertaining to personal and professional conduct, including Supplier Personnel training requirements, comply with JPMC's Supplier Code

of Conduct, a current copy of which is located at <https://www.jpmorganchase.com/corporate/About-JPMC/about-general-supplier-information.htm>.

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

15. Customer Complaints. If Supplier receives a complaint from, or on behalf of, a JPMC customer with respect to Supplier's Deliverables, JPMC or any JPMC product or service, Supplier will provide a copy of that complaint to JPMC.

16. Indemnification. Supplier will indemnify, defend and hold harmless JPMC and all of its direct and indirect officers, directors, employees, Agents, successors and assigns (each, an "**Indemnified Person**") from any and all losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, "**Losses**"), and threatened Losses due to, arising from or relating to third party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding) arising from or relating to (each, an "**Indemnified Claim**"): (a) Supplier's actual or alleged breach of the confidentiality provisions set forth in Section 11; (b) violations of any Supplier's Representations and Warranties; or (c) negligent, willful or reckless acts or omissions of or by Supplier, its subcontractors, its Agents or any Supplier Personnel. No settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without the Indemnified Person's prior written consent (not to be unreasonably withheld).

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

18. Governing Law/Waiver of Jury Trial. Any dispute or claim arising out of or in connection with the Ordering Form, whether arising in contract, tort or otherwise, shall be governed by and construed in accordance with New York law and shall be submitted to the exclusive jurisdiction of the State and Federal courts within the Borough of Manhattan, City of New York. Supplier and JPMC agree to waive their right to have a jury participate in the resolution of a dispute arising out of the Ordering Form.

19. Insurance. Supplier will maintain the following insurance (with carriers rated at least A- VIII by A.M. Best) in amounts that meet generally accepted industry standards or applicable laws: Workers Compensation and Employer's Liability Insurance; Commercial General Liability Insurance; for any automobile used in the provision of the Deliverables, Automobile Liability Insurance; if applicable, Commercial Blanket Bond or equivalent insurance; if applicable, Technology Errors and Omissions, Media Error and Omissions, or Similar Professional Liability Insurance; if Supplier has access to Confidential Information, Privacy and Network Security Insurance (i.e., Cyber Liability); and if Supplier transports the property of JPMC, All Risk Motor Truck Cargo Insurance or All Risk Transit and Premises Insurance. Supplier's Commercial General Liability Insurance and Privacy and Network Security Insurance will include JPMC as additional insureds or provide an indemnity to principals clause, and will be primary, and all insurance carried by JPMC is strictly excess and non-contributory with Supplier's insurance. Supplier will, on request, provide JPMC with certificates of insurance.

20. Subcontractors. Supplier may not subcontract performance or provision of any Deliverables without giving JPMC notice, which notice must include the name of the subcontractor and the portion of performance or provision being subcontracted. Supplier will remain solely responsible for all Deliverables and will be liable for any subcontractor's failure to perform or abide by the provisions of this Agreement.

21. Assignment. Supplier will not assign or transfer the Ordering Form or all or any portion of its obligations or duties, without JPMC's express, prior written consent. Any assignment in contravention of this provision will be null and void. The Ordering Form will be binding on all assignees and successors in interest.

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

23. Waiver. No delay or omission in the exercise of any term, right or remedy by either party will be deemed a waiver of any term, right or remedy under the Ordering Form.

24. Equal Employment Opportunity. **Supplier will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Supplier takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Supplier will comply with JPMorgan Chase & Co.'s policy of maintaining a business environment free of all forms of discrimination, including sexual harassment.**

25. Entire Agreement; Amendments. The Ordering Form (including these T&Cs) contains the entire agreement between the parties regarding the subject matter described in the Ordering Form. The Ordering Form may be amended by an agreement in writing (and not in electronic form) agreed by authorized representatives of both parties, that expressly states that it is an amendment to the Ordering Form.

ADDITIONAL PRODUCT TERMS AND CONDITIONS. The following terms and conditions additionally apply to the purchase and sale of any Deliverables that contemplate goods or "Products" under any Ordering Forms:

26. Product Specifications. All Deliverables purchased or licensed under the Ordering Form must conform to the specifications including as furnished by JPMC and Supplier's published specifications as applicable. Supplier will include with all documentation, such as operator/user manuals, training materials, guides, and Product specifications, whether in writing, electronic means or otherwise (collectively "Documentation").

27. Deliverables Ownership. If, in connection with production, performance or provision of Deliverables under the Ordering Form, Supplier produces, performs or provides any tangible or intangible products, materials, and items specifically for JPMC, Section 43 applies.

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

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

30. Product Warranties. In addition to the warranties set forth in Section 14, Supplier warrants that the Deliverables will be: (a) new and unused unless otherwise specified in the Ordering Form; and (b) of genuine manufacture. Without limitation of any rights by reason of any breach of warranty or otherwise, Deliverables which are not as warranted may at any time be returned to Supplier at Supplier's expense for credit, correction, or replacement as JPMC may direct. The warranties under Section 14 and this Section 30 also apply to replacement Deliverables.

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

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

ADDITIONAL SOFTWARE TERMS AND CONDITIONS. In addition to the previous terms and conditions and the Additional Product Terms and Conditions (except that Section 32 (Embedded Software License) does not apply, and Sections 28 (Shipping), 29 (Product Delivery), 30 (Product Warranties) and 31 (Risk of Loss and Title) only apply to the physical media on which the Licensed Software is packed, shipped and/or delivered, if any), and except that Licensed Software and its Documentation may only be delivered electronically except to the extent expressly set forth in the Ordering Form, the following terms and conditions apply to the provision, license and support of any Licensed Materials under any Ordering Form. Any terms and conditions that are provided by the Supplier or accompany the Software (including any click-wrap or shrink-wrap terms and conditions) are null and void.

33. **Software Definitions.**

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

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

(c) “**License**” means the rights and license granted in Section 34 but subject to the limitations set forth in Section 35.

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

(e) “**Licensed Materials**” means the Licensed Software and the Documentation. The Licensed Materials are deemed to be “Deliverables” for purposes of the Ordering Form.

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

(g) “**Support**” means all maintenance, support, updates, bug fixes, releases and versions for the Licensed Software. Support is deemed to be a “Service” and a “Deliverable” under the Ordering Form.

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

35. **License Limitations.** JPMC acknowledges Supplier’s, or Supplier’s licensors’, copyright and other proprietary rights in and to the Licensed Materials. JPMC will reproduce all copyright and other proprietary rights notices contained on or in the Licensed Materials on all copies. JPMC will not attempt to reverse engineer, decompile, disassemble, or otherwise reduce the object code versions of the Licensed Software or any component of the Licensed Software to human-readable form, except as permitted in the Ordering Form or under applicable law. Notwithstanding the above, JPMC has the right to perform security testing on the Licensed Software and Supplier’s systems.

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

37. Fees. In consideration of the License, and subject to acceptance by JPMC of the Licensed Software as conforming to applicable Specifications and warranties in all material respects, JPMC will pay Supplier the license fees set forth in the Ordering Form. In consideration of Supplier's providing the Support, JPMC will pay Supplier the Support fees set forth in the Ordering Form. Unless expressly set forth in the Ordering Form, the annual Support fees will not exceed 15% of the License fee for the Licensed Software set forth in the Ordering Form. Supplier will not increase the Support fees during the first year after acceptance of the Licensed Software, or a longer term as set forth in the Ordering Form.

38. Use of Licensed Software by Divested Business. If any JPMC Entity divests an Affiliate, division, department or other business, then the JPMC Entity may, as a part of the Licensed Software: (a) use the Licensed Software to provide transitional, migration or conversion services to the divested business for up to one year after the divestiture or (b) permit the divested business to use the Licensed Software, so long as the divested business' use does not materially expand the use of the Licensed Software and the divested business complies with the provisions of the Ordering Form.

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

39. Services. Supplier will perform the Services according to the terms and conditions set forth in the Ordering Form. Supplier will comply, and will cause any authorized subcontractor and all Supplier Personnel providing the Services to comply, with applicable JPMC rules, regulations, and policies of which it has been informed.

40. Statements of Work. A "**Statement of Work**" or a "**SOW**" describes the Services to be performed, and deliverables to be provided. No SOW will be effective until attached to applicable Ordering Form.

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

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

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

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

45. Consent Required for Use of Third Party Works. Without the prior written consent of JPMC, Supplier will not provide (a) any Works other than those for which Supplier has the right to grant the rights and licenses contained in Section 33, or (b) any Work Product that would require JPMC or its Affiliates to use any Intellectual Property Rights other than those licensed in Section 44.

46. Survival. After the Ordering Form terminates or expires, the terms of the Ordering Form that expressly or by their nature contemplate performance after such termination or expiration will survive and continue in full force and effect.

UNITED KINGDOM RIDER

The following amend the terms above and apply to purchases made within the United Kingdom:

1. Notices. Supplier will send a copy of all notices to JPMorgan Chase Bank, N.A., Legal Department, 23rd Floor, 25 Bank Street, London E14 5JP, Attention: Technology Counsel.
2. Invoices. In addition to the terms contained herein, Supplier may charge interest on overdue amounts from the date payment is due until the date payment is received at a rate equal to 4% above the Base Lending Rate of the Bank of England as prevailing from time to time. For the avoidance of doubt, the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 are hereby excluded.
3. Taxes. JPMC will be responsible for sales, use, excise, services, consumption and other taxes or duties that are assessed on the purchase of Deliverables for which Supplier invoices JPMC before the expiration of the applicable JPMC statutory period for assessment of deficiencies. Deliverables purchased for certain JPMC locations may be exempt from sales and use taxes. JPMC will provide Supplier with the supporting tax exempt documentation as may be necessary. Supplier will segregate the charges and fees into the following separate payment streams: (a) those for taxable Deliverables; (b) those for nontaxable Deliverables; and (c) those for tax exempt Deliverables.
4. Supplier's Representations and Warranties. In addition to the terms contained herein, Supplier represents and warrants that: all Deliverables will perform in full compliance with their Documentation for a period of 90 days (or such longer period as may be specified by a Supplier for a specific Product) commencing on the date of JPMC's receipt of the Deliverables.
5. Governing Law. These T&Cs, and any dispute or claim arising out of or in connection with the Ordering Form (including these T&Cs), whether arising in contract, tort or otherwise, shall be governed by and construed in accordance with English law. All disputes or claims arising out of or in connection with the Ordering Form (including these T&Cs) shall be submitted to the exclusive jurisdiction of the English courts.
6. Employment:
 - (a) Equal Opportunity. Supplier shall not discriminate against or harass any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, sexual orientation, creed, alienage, citizenship status, marital status or any other category protected under any applicable laws.
 - (b) TUPE. The parties agree that the Ordering Form (including the termination hereof) shall not operate to transfer any employees and that the Transfer of Undertakings (Protection of Employment) Regulations 2006 amended from time to time ("TUPE") shall not apply to the Ordering Form. If TUPE does apply to transfer any contract of employment or collective agreement of any employee of Supplier (a "Transferred Employee") to JPMC or a recipient pursuant to this Agreement, then: (i) Supplier shall forthwith make an offer of employment to each such Transferred Employee to re-employ them on the same terms and conditions as such contract of employment or collective agreement; (ii) JPMC may forthwith terminate the employment of such Transferred Employee; and (iii) Supplier agrees to indemnify JPMC on an on-going basis against all costs, claims, liabilities and losses incurred by JPMC in connection with the employment and the termination of the employment of such Transferred Employees.
 - (c) London/UK Living Wage. Supplier represents, covenants and warrants that for the duration of the Ordering Form it shall pay all Supplier Personnel who are engaged to carry out the Supplier's obligations under the Ordering Form on JPMC premises (the "LW Supplier Personnel"), and/or procure that all LW Supplier Personnel are paid, not less than the London Living Wage and/or the UK Living Wage as applicable. If Supplier is authorized to subcontract all or part of the provision of any Services and/or Deliverables under this Agreement to a subcontractor, Supplier shall ensure as a further condition of subcontracting that any subcontractor of any tier that provides all or part of the Services shall comply with this paragraph as though it were Supplier. Supplier has six months from the date of an announcement to increase the applicable London Living Wage and/or UK Living Wage to increase (or procure the increase of) the pay of all LW Supplier Personnel to ensure all LW Supplier Personnel are paid not less than the increased London Living Wage and/or UK Living Wage. Upon JPMC's request Supplier shall certify in writing, its and its subcontractors compliance with this paragraph. "London Living Wage" means the London Living Wage

as set by the Greater London Authority or any successor body and “**UK Living Wage**” means the UK Living Wage as set by the Living Wage Foundation or any successor body.

ASIA PACIFIC RIDER

The following additional terms and conditions apply to purchases made within Asia Pacific:

1. Governing Law. These PO, and any dispute or claim arising out of or in connection with the PO or these PO, whether arising in contract, tort or otherwise, shall be governed by, interpreted and enforced in accordance with the laws of the country (and, where applicable, the state) where the Deliverables are provided to JPMC, without reference to principles of conflicts of law. If the Deliverables provided under these PO are provided to multiple different countries, then the laws of Hong Kong shall govern. All disputes or claims arising out of or in connection with the PO or these PO shall be submitted to the exclusive jurisdiction of the courts of the country (and where applicable, the state) where the Deliverables are provided to JPMC, or, where the Deliverables are to be provided to multiple different countries, by the courts of Hong Kong. Supplier and JPMC agree to waive their right to have a jury participate in the resolution of a dispute arising out of the PO or these PO.

2. Taxes.

- (i) Supplier shall be responsible for any sales, service, value-added, use, excise, consumption and any other taxes and duties on the goods or services it purchases or consumes or uses in providing the Deliverables, including taxes imposed on Supplier's acquisition or use of such Deliverables.
- (ii) Where Deliverables are provided by Supplier to JPMC in the same country, Supplier will be responsible for levying any value-added or analogous taxes ("VAT") due on the provision of the Deliverables to JPMC by Supplier or on the charges for such Services and Supplier will be responsible for paying such VAT to the relevant tax authority. JPMC shall only be obliged to pay such VAT to Supplier provided that Supplier issues a valid VAT invoice for any amount of VAT charged. If JPMC should pay to Supplier an amount by way of value-added tax (or analogous tax) and if it is later held that that such tax was not due, Supplier will refund the amount paid to JPMC, together with all related interest paid by the applicable taxing authority.
- (iii) When Deliverables are provided pursuant to a PO between JPMC in one country and Supplier located in a different country from JPMC, JPMC will be responsible for accounting directly to the relevant tax authorities for any VAT due on the provision of or charges for the Deliverables and Supplier will not charge any VAT to JPMC in addition to the consideration payable.
- (iv) JPMC and Supplier (for itself and its agents, personnel, representatives and subcontractors) shall each bear sole responsibility for all taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts.
- (v) JPMC may deduct withholding taxes, if any, from payments to Supplier where required under Applicable Law. JPMC shall, at Supplier's written request, provide Supplier with appropriate receipts for any taxes so withheld to the extent that JPMC has received such receipts from the applicable taxing authority.
- (vi) JPMC and Supplier shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible. JPMC and Supplier shall provide and make available to the other party any certificates or information reasonably requested by such other party. Each party will be entitled to any tax refunds or rebates granted, including any interest paid thereon, to the extent such refunds or rebates are of taxes that were paid by it.

3. Notices. Supplier will send a copy of all notices to Legal Department – Technology, IP & Corporate Functions Law Group, Capital Tower, 14/F, 168 Robinson Road, Singapore 068912, Attention: Asst General Counsel.

Japan

The following amend the terms above and apply to purchases made within Japan:

4. Supplier represents to JPMC and agrees that neither Supplier, its directors or officers is, belongs to or is associated with, nor will be, belong to, or will be associated with, an Anti-Social Group (Han Shakaiteki Seiryoku Tou). If there is a breach of this representation or when JPMC determines that the Supplier is an Anti-Social Group, or when Supplier makes a violent demand or conducts an unreasonable demand exceeding legal responsibility and JPMC deems that continuation of this PO would be difficult, JPMC may (and the Supplier will not object to such action): (i) reject the Supplier as a counterparty under this PO; (ii) immediately terminate this PO; and/or (iii) take any other measures that JPMC deems necessary. "**Anti-Social Group**" herein means groups or individuals who seek or are suspected to seek economic benefits through the use of violence, threats and fraud or who cause or are suspected to cause damages to JPMC, which shall include any of the groups

or individuals as stipulated in the sample form letter of representations and warranties regarding non-association of Boryokudan and other Anti-Social Groups provided by the National Center for the Elimination of Boryokudan, or such other groups or individuals as may be prescribed by a Japanese industry association or institution for eliminating Anti-Social Groups, from time to time.