



## Third Party Terms

These additional terms apply to third party providers' data and/or software and take priority over all other terms of the agreement.

### Converis

**(a)** Certain software ("Product") owned by a third party supplier is incorporated into Converis, and such third party supplier retains all right, title and interest in the Product. User agrees it will: (i) protect the third party supplier's rights in the Product (as incorporated into Converis), documentation, product materials and training materials; (ii) not reverse engineer, reverse compile or disassemble the object code of the Product, except as allowed by applicable law; (iii) comply fully with all laws and regulations applicable its use of the Product (as incorporated into Converis), documentation, product materials and training materials, (iv) not use of the Product in a service bureau, time sharing or other non-licensed basis; (v) not redistribute Converis; and (vi) not use the Product on a standalone basis for any reason. The third party supplier makes no representation or warranty (express or implied) or provides indemnities to user.

**(b)** User hereby acknowledges that the Product (as incorporated into Converis), documentation, product materials and training materials ("**Technology**") may be subject to: (a) export controls under the laws and regulations of the United States, European Union and United Kingdom including, but not limited to the U.S. Export Administration Regulations of the Bureau of Industry and Security ("**BIS**"), U.S. Department of Commerce; (b) economic sanctions administered by the Office of Foreign Assets Control ("**OFAC**") and the U.S. Department of the Treasury; and (c) import and export laws of the jurisdiction in which the Technology is obtained from and used in if this is outside the United States, European Union and the United Kingdom ((a), (b) and (c) referred to collectively as the "**Export Laws**").

**(c)** User represents and warrants that: (x) neither the United States Department of Commerce nor any other governmental agency has suspended, revoked, or denied its export or import privileges; and (y) it is not domiciled in or is controlled by a company or individual domiciled any country or region to which the Export Laws has embargoed or restricted the export of goods or services to.

**(d)** User will not export, re-export, or transfer the Technology to: (i) any country to which the applicable Export Laws has embargoed or restricted the export of goods or services, subject to any informational material or other legally permitted exemptions; (ii) any person or entity whom user knows or has reason to know will utilize the Technology or any portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons proliferation or for missile-development purposes; (iii) any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government, such as any person or entity identified on BIS's Denied Persons List or OFAC's Specially Designated Nationals List; or (iv) any person with knowledge or reason to know that they will export, re-export, or transfer any of the Technology other than in compliance with the foregoing restrictions.

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