Compliance with Anti-Corruption, Sanction and Export Control Laws

1. **Definitions.** Capitalized terms not defined herein shall have the meanings assigned to them in the General Terms and Conditions Applicable to All Software and Service.

   a. "Money Laundering Laws" shall mean the Currency and Foreign Transaction Reporting Act of 1970, as amended, including the Money Laundering Control Act of 1986, as amended, the rules and regulations thereunder and any related or similar money laundering statutes, rules, regulations or guidelines, issued, administered or enforced by any federal governmental agency.

   b. "Sanctions" shall mean economic or financial sanctions, exclusions, suspensions, disqualifications, ineligibilities or trade embargoes imposed, administered or enforced from time to time by: (i) any U.S. governmental agency, including, but not limited to the U.S. Department of Health and Human Services, Office of Inspector General, or prohibition from participation in any federal or state program, including Medicare or Medicaid; (ii) the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including, but not limited to: European Union's Consolidated List of Sanctioned Individuals and Entities; the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, and Foreign Sanctions Evaders List; (iii) the U.S. Department of Commerce, including the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List; (iv) the HM Treasury Consolidated List of Financial Targets in the UK; (v) the European Union; and/or (vi) the United Nations Security Council or other relevant sanctioning authority.

2. **Anti-Bribery and Corruption.** Both Parties will: (i) comply with the US Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and all other applicable anti-bribery and corruption laws; (ii) not take any action that would cause the other Party to be in violation of any such laws; and (iii) not directly or indirectly offer, promise, authorize, recommend, or give anything of value to anyone subject to any Sanctions or Exclusions as defined herein, including but not limited to remuneration of any kind, cash, checks, wire transfers, tangible and intangible gifts, favors, services, and entertainment and travel expenses, and will ensure that those acting on its behalf, including but not limited to its principals, owners, officers, directors, employees, consultants, and agents, do not take any such actions, if intended, or could appear as intended, to induce or reward improper action or to obtain or retain an improper advantage for any person or entity. Each Party represents and warrants that: (i) it has never violated the FCPA or any other applicable anti-bribery and corruption laws; and (ii) it is not a government official or an immediate family member of a government official and none of its principals, owners, officers, directors, or senior managers are government officials or immediate family members of a government official. Further, each Party represents and warrants that its operations are and have been conducted at all times in compliance with: (i) the requirements of OFAC; and (ii) applicable financial recordkeeping and reporting requirements of the Money Laundering Laws and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving a Party with respect to the Money Laundering Laws is pending or, to the Party's knowledge, assuming reasonable inquiry, threatened. Each Party will promptly notify the other Party in writing if any of the foregoing representations and warranties are no longer accurate.

3. **Economic Sanctions and Exclusions**. Each Party represents and warrants that none of its

© 2022. Confidential.

principals, owners, officers, directors, employees, consultants, or, to the Party's knowledge, any agent or affiliate or representative of such Party is an individual or entity ("Person") that is, or is majority owned or controlled by one or more Persons that are: (i) the subject of any Sanctions, or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (at the time of this Agreement: North Korea, Syria, Sudan, Crimea, Cuba, or Iran). Each Party further represents and warrants that it has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions, each of the foregoing to the extent such dealing or transaction would be in violation of applicable Sanctions.

4. **Export Restrictions.** Notwithstanding any other provision of this Agreement, neither Party shall export or re-export any technical information, Software, Services, Confidential Information acquired under this Agreement or any commodities using such Information to any country to which the United States government forbids export or, at the time of export, requires an export license or approval, without first obtaining such license or approval. Both Parties will: (i) comply with all applicable export control and economic sanctions laws, including the US Department of Commerce's Export Administration Regulations ("EAR"), the economic sanctions programs administered by the US Department of Treasury, and the International Traffic in Arms Regulation ("ITAR") administered by the US Department of State, (ii) not take any action that would cause the other Party to be in violation of any applicable export control or economic sanctions laws; (iii) if applicable, obtain and maintain, and furnish to the other Party upon request, all permits, licenses, approvals, certificates, and other documents required by applicable export control or economic sanctions laws; and (iv) not disclose or provide to the other Party any data or technology subject to the licensing provisions of ITAR or EAR, without prior written approval by such other Party. Each Party represents and warrants that: (a) it is not an entity organized under the laws of, or an agency or representative of the government of, any country subject to Sanctions; and (b) neither Party nor its principals, owners, officers, directors, managers, or any subcontractor, or any individual receiving information under this Agreement, are identified on any list of restricted Parties maintained by the US government or other applicable government, including, but not limited to, the Specially Designated Nationals List administered by OFAC. These export requirements and restrictions shall survive any expiration or termination of this Agreement.

© 2022. Confidential.