

Software Evaluation Agreement

PART A - Contract Agreement

THIS AGREEMENT is dated _____ and made

BETWEEN:

1. **[FIL ENTITY]**, a company incorporated in [country] (company registration number [number]) having its registered office at [address] ("**FIL**"); and
2. **[Supplier's Name]** having its registered office at [address] shall be hereinafter referred to as the Supplier

BACKGROUND

- A. Whereas, the Supplier has represented that it is the rightful owner of or has authorization to grant license to the Products (as defined in the Agreement) for evaluation to its potential new or existing clients;
- B. Whereas FIL desires to evaluate the benefits available from using the Products listed in the Product Schedule and the Supplier desires that FIL evaluate the Products, under the terms and conditions set forth herein;
- C. The Supplier has agreed to provide the Deliverables and/or the Services to FIL and FIL Companies in accordance with the terms and conditions set out in this Agreement.

A. DOCUMENTS

- i. This Agreement shall do and shall be deemed to comprise of the following documents:
 - (a) Contract Agreement - Part A
 - (b) Agreement Sheet - Part B
 - (c) Conditions of Contract - Part C
 - (d) Exhibits - Part D
- ii. In the event the Parties have already executed a Master Services Agreement, then to the extent of services provided hereunder, these terms and conditions including the documents stated at A(i) above shall apply.
- iii. The Parties have agreed that an electronically executed/signed copy of this Agreement by the Parties shall be treated as a valid and completely executed copy.

IN WITNESS WHEREOF this Agreement is executed by the Parties on the date first written above:

FIL ENTITY

[NAME OF SUPPLIER]

Signed:
Name:
Title:
Date:

Signed:
Name:
Title:
Date:

PART B - Agreement Sheet

Sr. No.	Particulars/Definition	Reference/Meaning						
1	Supplier Details	Supplier's Name Supplier's Address						
2	FIL Details	<table border="1" data-bbox="539 600 1457 882"> <thead> <tr> <th data-bbox="539 600 767 707">Delivery Address</th> <th data-bbox="767 600 1177 707">Billing Address</th> <th data-bbox="1177 600 1457 707">Currency*</th> </tr> </thead> <tbody> <tr> <td data-bbox="539 707 767 882"></td> <td data-bbox="767 707 1177 882">Please refer Part A for Registered details Email:invoices.fidelity@fil.com</td> <td data-bbox="1177 707 1457 882">[GBP/USD/INR]</td> </tr> </tbody> </table> <p data-bbox="539 913 1457 976"><i>Any amount payable to the Supplier shall be in the local currency in which the Customer is located.</i></p>	Delivery Address	Billing Address	Currency*		Please refer Part A for Registered details Email:invoices.fidelity@fil.com	[GBP/USD/INR]
Delivery Address	Billing Address	Currency*						
	Please refer Part A for Registered details Email:invoices.fidelity@fil.com	[GBP/USD/INR]						
3	Contact Point of the Supplier	Name: Email address: Phone number: Fax number:						
4	Start Date	Please insert start date of the engagement						
5	End Date	Please insert end date of the engagement, unless the engagement is valid in perpetuity, then NA can be inserted here						
6	Charges							
7	Scope of Service	Key details of scope of service/engagement						
8	Territory	Please insert the territories in which the engagement will be leveraged						

PART C - Conditions of Contract

1 Definitions:

- 1.1** “**Affiliate**” means any entity that is Controlled by a party, that Controls a party, or that is under common Control with a party.
- 1.2** “**Confidential Information**” means the contents of this Agreement, confidential or proprietary information and any information of a confidential nature that is directly or indirectly disclosed by one party and/or any of its Affiliates to the other party and/or any of its Affiliates, whether disclosed orally, visually or in writing, by way of any media, and shall include but not limited to, information related to their respective customers, suppliers or financial affairs, trade secrets, technology, research and development, pricing, product plans, marketing plans or the terms or existence of this Agreement. In addition, any personally identifiable information or data concerning or relating to a FIL Company’s employees, customers or prospective customers, or any information or data that Supplier collects or derives from interactions with a FIL’s Company or its employees, customers or prospective customers shall be treated as FIL’s Confidential Information.
- 1.3** “**Control**” means:
- (a) ownership, directly or indirectly through one or more intermediaries, of at least forty (40) percent of the voting shares of an entity, and/or
 - (b) the power to cause, directly or indirectly through one or more intermediaries, the direction of the management of any entity, whether through the ownership of voting shares, by contract or otherwise,
- and a change of Control occurs if a person who Controls any company ceases to do so or if another person acquires Control of it. Controlled shall be construed accordingly.
- 1.4** “**Discloser**” shall mean the party disclosing the Confidential Information.
- 1.5** “**FIL Companies**” shall mean FIL and all its Affiliates and “**FIL Company**” shall mean FIL or an Affiliate. For the avoidance of doubt, Eight Roads Holdings Limited and FIL Limited shall be treated as Affiliates for the purposes of this Agreement.
- 1.6** “**FIL Data**” shall mean any data or material uploaded by FIL while using the Software as a Services.
- 1.7** “**FIL Indemnitees**” shall mean the FIL Companies and their respective officers, directors, employees, agents, successors and assigns.
- 1.8** “**FIL Networks**” shall mean collectively, computers, computer systems and networks of any FIL Company.
- 1.9** “**FIL Premises**” shall mean the premises of any FIL Company.
- 1.10** “**FIL Property**” shall mean any and all property belonging to a FIL Company and provided to Supplier in conjunction with FIL’s evaluation of the Product, including without limitation, any FIL Networks, any hardware, software, equipment, FIL Data, other materials or FIL Confidential Information provided to (or access to which is provided to) Supplier by FIL. Such FIL Property is provided to Supplier solely and exclusively for the purpose contemplated by this Agreement and the corresponding Product Schedule.
- 1.11** “**Hardware**” shall mean those Products (and components thereof) that are or consist of equipment, computer hardware, peripherals or consumables
- 1.12** “**Intellectual Property Rights**” means all intellectual property rights in any part of the world and shall include: patents (including supplementary protection certificates), utility models, rights in inventions, registered and unregistered trade and service marks, rights in business and trade names and get-up, rights in domain names, registered designs, unregistered rights in designs, semiconductor and topography rights, copyrights and neighbouring rights, database rights, rights in know-how and in each case rights of a similar or corresponding character and all applications and rights to apply for the protection of any of the foregoing..
- 1.13** “**Losses**” shall mean any and all loss, liabilities, damages, costs and expenses (including reasonable attorney’s fees and amounts paid in settlement).

- 1.14** “**Open Source Software**” shall mean all software licensed to Supplier, or by Supplier, to or by third parties, under licenses similar to those approved by the Open Source Initiative and listed at <http://www.opensource.org/licenses/>, including without limitation the GNU General Public License, the GNU Lesser Public License, the Artistic License, the Berkeley Science Division (BSD) License, and the Apache License.
- 1.15** “**Permitted Users**” shall mean FIL Company’s employees, consultants, agents, advisors, contractors who are permitted to use and evaluate the Products.
- 1.16** “**Personnel**” shall mean Supplier’s employees and, if permitted and approved by FIL pursuant to this Agreement, Supplier's subcontractors and agents.
- 1.17** “**Product**” shall mean the data / services and/or Software / SaaS and related documentations to be provided by Supplier under this Agreement and described in a Product Schedule.
- 1.18** “**Product Schedule**” shall mean the Product Schedules that, from time to time, are entered into by the parties for the purpose of FIL evaluating certain of Supplier’s Products. Such Product Schedules shall be substantially in the form of Exhibit A attached hereto.
- 1.19** “**Recipient**” shall mean the party receiving the Confidential Information and, in the case of FIL, it includes its Affiliates.
- 1.20** “**Software**” shall mean those Products (and components thereof) that are or consist of software programs, including without limitation application, software and any microcode and firmware provided with the Products.
- 1.21** “**Software as a Service**” / “**SaaS**” shall mean Supplier’s cloud-based services (including Software, applications, tools, platforms, data, application program interface (APIs) which are licensed as subscription.
- 1.22** “**Trial Period**” for a particular Product shall mean the period of time as specified in the Product Schedule for which FIL Companies have been licensed to use, evaluate and test such Product.

2 License and Right to Use Products

- 2.1 For Software / SaaS:** Supplier hereby grants to the FIL Companies a non-exclusive, fully paid-up, royalty-free, worldwide, non-transferable license to install or access (in case such Products are SaaS) and use the Software / SaaS identified in the Product Schedule and the associated documentation during the Trial Period for evaluation and testing purposes for their internal business use only. Unless otherwise specified in the Product Schedule, for charges as specified in Part B FIL agrees and acknowledges that use of the Software in the production environment, any revenue generating manner, or in any manner other than an internal business evaluation, is not permitted hereunder.
- 2.2 Hardware:** Supplier hereby grants to the FIL Companies a non-exclusive, fully paid-up, royalty-free right and license to use the Hardware during the Trial Period for evaluation and testing purposes. Such right and license is provided to the FIL Companies at no charge. FIL shall not sell, distribute, assign or otherwise transfer any Hardware to any third party during the Trial Period.
- 2.3 For Data and Services:** If the Products include Data and/or Services, the Supplier hereby grants to the FIL Companies a non-exclusive, fully paid-up, royalty-free, worldwide, non-transferable license to use, access, copy and create derivative or research materials related to such Data and/or Services. Any such materials created by FIL shall be limited to FIL Companies’ internal use and not for commercial exploitation or use in production purposes.
- 2.4 Products:** FIL Companies shall be entitled to make such number of copies of the Products for back-up and /or archival purposes only or as may be necessary to comply with its data retention policy, provided use thereof shall be subject to the terms of this Agreement. FIL Companies and their Permitted Users shall be authorized to created internal reports, memoranda, analysis, related to their use of the Products, provided such materials shall not be disclosed to third parties. If FIL wishes to use the Products for any purpose other than evaluation Purposes, FIL must purchase a standard commercial license from the Supplier.

3 Intellectual Property Rights and Ownership

Title and ownership to the Products, including all Intellectual Property Rights embodied therein, shall at all times remain vested in Supplier (or its licensors), subject to the rights and privileges granted hereunder. FIL

shall remain exclusive owner of FIL Data and the Supplier shall not transfer FIL Data to any third party or to any other country other than those identified in the Product Schedule. The Supplier shall not use FIL Data for any other purpose than for performing its obligations under this Agreement.

4 Software and Restriction

- 4.1** FIL will include in or on all copies of the Software, the copyright notice(s) and proprietary legend(s) of Supplier and/or its licensors as it appears in the Software and on the media containing the Software as supplied to FIL. FIL shall remain responsible for the content of FIL Data. FIL shall ensure that FIL Data is not illegal, defamatory or against public policy.
- 4.2** If and to the extent that any portion of the Software is provided in a form that is capable of modification through its normal and intended use (including but not limited to source code or HTML code), FIL Companies may copy, modify and make derivative works of such portions of the Software in connection with the FIL Companies' use of the Software as permitted under this Agreement.
- 4.3** FIL Companies shall not decompile, disassemble or reverse engineer the Products (other than those portions, if any, of the Software that Supplier provides in a form that is capable of modification through its normal and intended use (such as source code or HTML code)).

5 Open Source Software

- 5.1** Supplier represents and warrants that:
 - 5.1.1 the Software is not Open Source Software;
 - 5.1.2 the Software does not contain and was not derived from any Open Source Software; and
 - 5.1.3 no Open Source Software is distributed with the Software.
- 5.2** In the event any Product provided under this Agreement contains, is derived from or is distributed with Open Source Software, Supplier shall provide to FIL the following information in a format substantially similar to Exhibit B (Open Source Software - Statement of Use) attached hereto. Supplier shall provide such completed Open Source Software - Statement of Use with the Product Schedule and prior to the commencement of any Trial Period and shall indicate the details of the Open Source Software that is part of or distributed with the Software; elements of such Open Source Software used in the Software; modification in the source code of the Open Source Software made by the Supplier; the open source license ("Open Source License") applicable to each item of Open Source Software.

6 Warranty

- 6.1** Supplier represents and warrants that:
 - 6.1.1 it has all rights title, interests, permission and authorization to enter into this agreement and grant license to the Products
 - 6.1.2 all the Products supplied hereunder are not subject to any third-party claims for infringement of others intellectual property rights;
 - 6.1.3 the Products and media on which any Software is delivered shall be free from any virus, "time bombs", time-out or deactivation functions or other means designed to terminate the operation of the Software (other than at the direction of the user);
 - 6.1.4 the Software does not contain "back doors" or other means whereby Supplier or any other party may remotely access and/or control the Software, a server (or other computer hardware or equipment) or any part of the FIL Networks without FIL's express authorization; and
 - 6.1.5 Software does not contain any functions whereby the Software transmits data to any destination not specified by any FIL Company or the user of the Software, or surreptitiously delete or corrupt data in such a manner as to interfere with the normal operation of the Software.
- 6.2** In the event the Product provided under this Agreement contains, is derived from or is distributed with Open Source Software:
 - 6.2.1 Supplier's use and distribution of such Open Source Software is in compliance with the terms and conditions of the respective applicable Open Source License; and
 - 6.2.2 none of such Open Source Licenses prohibit or restrict the FIL Companies from using such Open Source Software.

7 Supplier Obligations

- 7.1** During the Trial Period, Supplier shall, unless otherwise agreed in the Product Schedule, at no charge to FIL:
 - 7.1.1 provide FIL with the Product on the date set forth in the corresponding Product Schedule;

- 7.1.2 be responsible for and bear all expenses relating to the shipment, installation and maintenance of the Hardware at the site designated by FIL;
- 7.1.3 provide, by qualified Personnel, telephone support and on-site technical support as the parties may agree (any special support requirements will be noted in the applicable Product Schedule);
- 7.1.4 with respect to any Hardware that is not manufactured by Supplier, Supplier shall ensure that such Hardware is covered by the manufacturer's maintenance and support program; and
- 7.1.5 use commercially reasonable efforts during the Trial Period to correct any deficiencies in the Product which are reported by any FIL Company.

8 Term and Termination; Trial Periods

- 8.1 This Agreement shall commence on the Effective Date and shall continue for a period of _____ months. Either party may terminate this Agreement at any time, for any reason or for convenience, by providing 30 days advance written notice of such termination to the other party provided in case of termination by the Supplier the effective date of such termination shall be after completion of the Trial Period.
- 8.2 Either party may terminate this Agreement immediately by notice in writing to the other if the other party:
 - 8.1.1 commits a material breach of any of its provisions and, in the case of a breach capable of remedy, fails to remedy this within 14 calendar days after receipt of a notice giving reasonable particulars of the breach and requiring it to be remedied;
 - 8.1.2 becomes insolvent or makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 8.1.3 has a receiver or administrative receiver appointed over any of its property; or
 - 8.1.4 goes into liquidation (otherwise than for the purpose of a solvent amalgamation or reconstruction) or becomes bankrupt.
- 8.3 FIL has the right to extend the Trial Period in any Product Schedule for an additional period but not more than ninety (90) days by providing written notice to Supplier before the expiry of the current Trial Period. The termination of this Agreement shall automatically terminate any then-existing Trial Periods. Following the expiration or termination of a Trial Period, FIL shall return the Product to Supplier within a reasonable period of time. FIL is under no obligation to purchase or license the Product after the Trial Period or at any time.
- 8.4 The provisions of this Agreement that by their nature are intended to survive the expiration or sooner termination of this Agreement, including not but limited to Sections 3, 8, 9, 10, 12 to 17 (both inclusive) shall so survive.

9 Data Protection (Note: This section is only applicable if FIL is sharing any personal data with the Supplier. Else, it may substitute with "Not Used")

- 9.1 In the event FIL and/or FIL Companies share Personal Data (as defined in Exhibit C) with the Supplier, the Supplier shall comply with its obligations under the Data Protection Addendum, annexed herewith as Exhibit C.

10 Confidentiality

- 10.1 Except as required by law, the parties undertake to:
 - 10.1.1 keep confidential all Confidential Information (written or oral) including information concerning the business and affairs of each other and their clients, that may be obtained or received as a result of the entering into or performance of this Agreement;
 - 10.1.2 not without the other's prior written consent (such consent not to be unreasonably withheld or delayed), disclose such information in whole or in part to any other person save to employees, agents or sub-contractors involved in the provision or receipt of the Products; and
 - 10.1.3 use the information solely in connection with the provision of this Agreement.
- 10.2 The provisions of clause 10.1 will not apply to the information to the extent that it is:
 - 10.2.1 already lawfully in a party's possession on the date of its disclosure;
 - 10.2.2 in the public domain other than as a result of a breach of this clause; or
 - 10.2.3 required to be disclosed by law or by any governmental or other regulatory authority.

- 10.3 Nothing herein shall prevent Recipient from disclosing any of Discloser's Confidential Information as necessary pursuant to the lawful requirement of any governmental agency or by any court order or other judicial process, provided that promptly upon receipt of such order, the Recipient notifies the Discloser in writing of such requirement to disclose and co-operates with the Discloser's reasonable, lawful efforts to

resist, limit or delay disclosure. Disclosure of any Confidential Information pursuant to any such order or requirement shall not be deemed to render it non-confidential and the Recipient's obligations with respect to such Confidential Information shall not be changed or lessened by virtue of any such disclosure.

- 10.4** Upon termination or expiration of any Trial Period, or termination of this Agreement, or upon demand, whichever occurs first, each party shall promptly return to the other any and all of Confidential Information of the other party together with any copies or reproductions thereof and destroy all related data in its computer and other electronic files. Nothing herein this clause shall require FIL to delete the copies of any materials created using the Products and/or use thereof after termination or expiry of this Agreement. Thirty (30) days after the Trial Period the Supplier shall delete and/or remove all FIL Data from its systems and if requested by FIL, the Supplier shall provide reasonable assistance to FIL in copying FIL Data in a format which is generally maintained by the Supplier.
- 10.5** The parties agree that disclosure of Discloser's Confidential Information by Recipient may cause irreparable damage to Discloser (including FIL Companies) and therefore, in addition to all other remedies available at law or in equity, the Discloser shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use. The Recipient shall be liable under this Agreement to the Discloser for any use or disclosure in violation of this Section by Recipient or its affiliates' or their respective Personnel, agents, subcontractors, attorneys, accountants or other advisors.
- 11 Personnel** (Note: This section will be applicable only when we are procuring professional services as part of the POC and if Supplier personnel are working on FIL's network and premises. Else, it may substitute with "Not Used")
- 11.1** Whenever present on FIL Premises or being provided access to FIL Network, Supplier shall comply and shall cause its Personnel to comply with all applicable FIL Company on-site policies and procedures and all reasonable instructions or directions issued by any FIL Company. The Supplier shall ensure that use and access of such FIL Networks is solely for purposes directly related to the Product; and immediately upon termination or expiry of the Agreement shall cease use of such FIL Networks.
- 11.2** All Personnel who will have access to FIL Property, FIL Networks, FIL Premises or any FIL Confidential Information are subject to the FIL Companies' normal background investigation procedures, including but not limited to criminal background checks and review of consumer reports and investigative consumer reports prior to such access being given and any FIL Company may deny such access based on the results of such background investigation. FIL and its contractors are hereby authorized by the Supplier to conduct such background investigations of Personnel including, but not limited to, inquiries of parties for whom Personnel have performed services, governmental agencies, consumer reporting agencies, educational institutions, and other companies, agencies, and organizations. Supplier warrants that it has all required consents and permission to allow FIL to conduct such verification of its Personnel.
- 12 Indemnification**
- 12.1** Supplier shall defend, indemnify and hold the FIL Indemnitees harmless from and against Losses based on, arising out of or otherwise in connection with any claim (threatened or actual) made by a third party based upon infringement or misappropriation of any Intellectual Property Right or property or contractual right in connection with the Product or FIL's use of the Product.
- 12.2** FIL Indemnitees and their counsels shall have the right, at their expense, to participate in the defense of the claim. Supplier shall not agree to any settlement that imposes restrictions on any FIL Indemnitee or requires any action by FIL any FIL Indemnitee without Supplier first obtaining such FIL Indemnitee's written consent. This section will survive the expiration or termination of this Agreement.
- 13 Liability**
- 13.1** Nothing in this Agreement shall operate so as to exclude or limit the liability of either party to the other party for death or personal injury caused by the negligence of that party or its employees or any other liability that cannot be excluded or limited by law.
- 13.2** Neither Supplier nor FIL or any FIL Company shall be liable to the other party for any indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits or goodwill) arising in connection with this Agreement, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages. Under no circumstances either party's aggregate liability to the other under this Agreement and/or

any product schedule shall be greater than £100 or the fee (if any) paid under the relevant product schedule (whichever is higher).

13.3 The foregoing exclusions of and limitations on liability shall not apply to:

13.3.1 amounts payable in respect of indemnification claims; or

13.3.2 damages arising from or relating to breaches of confidentiality or a party's wilful misconduct or gross negligence.

14 Anti-Bribery

14.1 The Supplier shall comply with all applicable anti-bribery and corruption Legislation in all relevant jurisdictions (the "Anti-Corruption Laws"). The Supplier shall:

14.1.1 implement anti-bribery and corruption policies and procedures designed to prevent breach of the Anti-Corruption Laws;

14.1.2 keep detailed accounting records, and implement reasonable accounting controls; and

14.1.3 promptly upon request from FIL give a written certificate of compliance with the Anti-Corruption Laws.

15 Notices

Any notice required or authorised by this Agreement to be given by either party to the other must be in writing and given by hand or sent by registered post (recorded delivery) to the other party at the address specified in this Agreement or such other address as may from time to time be notified in writing to the party giving such notice or other information by the party to whom such notice or other information is given.

16 General Provisions

16.1 This Agreement and any dispute or claim arising out of or in connection with this Agreement (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law. The English courts shall have the exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement (including any non-contractual disputes or claims).

16.2 This Agreement constitutes the entire agreement between the parties relating to the subject matter herein, superseding all other oral or written representations, understandings, proposals or prior agreements, and may only be modified in writing, signed by an authorized representative of each party. Parties expressly agree that any 'click-through' or online terms related to or embedded with the Products shall not be binding on the parties, whether or not such terms are accepted while using or installing the products. This Agreement is not intended to create, nor should it be construed as creating, an agency, joint venture, partnership or similar relationship between the parties. Supplier will act solely as an independent contractor of FIL and neither FIL nor Supplier will have the right to act for or bind the other party in any way or to represent that the other party is in any way responsible for any acts or omissions of such party.

16.3 Supplier shall not in any manner disclose, advertise or publish the fact that Supplier has furnished or contracted to furnish to any FIL Company the Product and Supplier shall not use the name, trade name or trademarks of any FIL Company in any manner in any of its advertising or marketing literature, customer lists, web sites, press releases or any other document or communication (in electronic or paper form). Under no circumstances, will any FIL Company provide any endorsements and/or recommendations of any kind to Supplier as it pertains to the Product or this Agreement. This Section will survive the expiration or termination of this Agreement.

16.4 Neither party shall assign or transfer (by operation of law or otherwise) this Agreement or any of its obligations hereunder without the other party's express, prior written consent. Notwithstanding the foregoing, FIL may assign this Agreement to an Affiliate by providing Supplier with written notice of such assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each party.

16.5 In the event of any conflict between the terms set forth in this Agreement and the terms set forth in any Product Schedule, the terms set forth in this Agreement shall control.

16.6 The Supplier shall deliver the Products and perform its obligations under this Agreement in full compliance with all applicable laws, rules, regulations, by-laws, standards (as amended, replaced, re-enacted, consolidated, modified or extended from time to time) which are applicable to supply the Products and shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015

PART D - Exhibits

EXHIBIT A TO THE EVALUATION LICENSE AGREEMENT

**(FIL Agreement No. -----)
EXAMPLE PRODUCT SCHEDULE**

Product(s):

Trial Period:

License Fee (if any):

Support and Maintenance Services: (if applicable)

Installation Location / Territory of Use:

Data Centre Location for SaaS:

Restriction on Use of the Products:

FIL Contact:

Supplier Contact:

Is Open Source Software provided with or included in the Products: Yes _____ No _____, If yes, complete Exhibit B, Open Source Software Statement of Use.

EXHIBIT B TO EVALUATION LICENSE AGREEMENT

**(FIL Agreement No. -----)
OPEN SOURCE SOFTWARE – STATEMENT OF USE**

- 1) Identify all Open Source Software that is part of or distributed with the Products:

- 2) Describe how each element of such Open Source Software has been used if applicable:

- 3) Has such Open Source Software has been distributed to any third party:

- 4) Has such Open Source Software has been modified by or for Supplier:

- 5) Have any such modifications been contributed by Supplier to the software code base of any open source project:

- 6) Identify the open source license (“Open Source License”) applicable to each item of Open Source

EXHIBIT C TO THE EVALUATION LICENSE AGREEMENT

**(FIL Agreement No. -----)
DATA PROCESSING ADDENDUM**

Note: This Exhibit will be applicable only if FIL is sharing personal data with the Supplier for the POC