

MANDATORY LICENSE TERMS FOR END CUSTOMERS OF BLUE YONDERBLUE YONDER AUTHORIZED RESELLERS ("TERMS")

BY SIGNING A LICENSE AGREEMENT WITH A **BLUE YONDER AUTHORIZED RESELLER** (DEFINED BELOW) ON WHICH THE LINK TO THESE TERMS APPEAR, YOU AGREE TO BE BOUND BY THE FOLLOWING MANDATORY TERMS, AS UPDATED FROM TIME TO TIME ("TERMS"). THESE TERMS, TOGETHER WITH YOUR LICENSE AGREEMENT WITH A BLUE YONDER AUTHORIZED RESELLER ("LICENSE AGREEMENT"), GOVERN YOUR USE OF THE SOFTWARE AND ANY RELATED DOCUMENTATION LICENSED BY BLUE YONDER AUTHORIZED RESELLER TO YOU. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THESE TERMS AND THOSE CONTAINED IN THE LICENSE AGREEMENT, YOU EXPRESSLY AGREE THAT THESE TERMS SHALL PREVAIL OVER THE LICENSE AGREEMENT TO THE FULLEST EXTENT, AND ALL CONFLICTING TERMS AND CONDITIONS IN THE LICENSE AGREEMENT SHALL BE DEEMED VOID AND OF NO EFFECT TO THE FULLEST EXTENT PERMITTED UNDER THE APPLICABLE LAWS. YOU AGREE THAT BLUE YONDER AND ITS LICENSORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THE LICENSE AGREEMENT. IF THE LICENSE AGREEMENT NAMES AN ORGANIZATION AS THE CUSTOMER, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER TO THESE TERMS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" REFER TO THE ORGANIZATION. FOR THE PURPOSES OF THESE TERMS, "BLUE YONDER" MEANS: **BLUE YONDER, INC.**, A DELAWARE CORPORATION.

1. DEFINITIONS

1.1 "**Confidential Information**" means all confidential or proprietary information belonging to Blue Yonder and disclosed, made available by Company to or learned by You, including, without limitation, technical, business, financial, marketing or other information of every kind or nature (including, without limitation, trade secrets, know-how and information relating to the technology, software, designs, specifications and prototypes, customers, business plans, promotional and marketing activities, finances and other business affairs of such party), third party confidential information, and, with respect to Blue Yonder, the Licensed Materials.

1.2 "**Documentation**" means Blue Yonder's standard user instructions and/or functional specifications embedded within the Software, and any additions, updates, copies, translations, derivations, adaptations or modifications of or to the foregoing, in whole or in part.

1.3 "**Blue Yonder Authorized Reseller**" or "**Company**" means the reseller from whom You are obtaining the Licensed Materials under the License Agreement.

1.4 "**License Fees**" means the fees for the licensing of the Software specified in the License Agreement.

1.5 "**License Term**" means the license term identified in the

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AL FIRMAR UN ACUERDO DE LICENCIA CON UN **REVENDEDOR AUTORIZADO DE BLUE YONDER** (definido más adelante) EN EL CUAL APARECE EL ENLACE A ESTAS CONDICIONES, USTED ACEPTA REGIRSE POR LAS SIGUIENTES CONDICIONES OBLIGATORIAS, Y POR LAS ACTUALIZACIONES QUE SE LES HAGAN OPORTUNAMENTE (EN ADELANTE, "CONDICIONES"). ESTAS CONDICIONES, JUNTO CON SU ACUERDO DE LICENCIA CON UN REVENDEDOR AUTORIZADO DE BLUE YONDER (EN ADELANTE, "ACUERDO DE LICENCIA") RIGEN EL USO QUE USTED HAGA DEL SOFTWARE Y DE CUALQUIER DOCUMENTACIÓN RELACIONADA, OTORGADOS BAJO LICENCIA A USTED POR EL REVENDEDOR AUTORIZADO DE BLUE YONDER. EN CASO DE CONTRADICCIONES ENTRE ESTAS CONDICIONES Y LAS CONDICIONES DEL ACUERDO DE LICENCIA, USTED ACEPTA EXPRESAMENTE QUE ESTAS CONDICIONES PREVALECIERÁN SOBRE EL ACUERDO DE LICENCIA, CON EL MAYOR ALCANCE POSIBLE, Y QUE TODOS LOS TÉRMINOS Y CONDICIONES CONTRADICTORIOS EN EL ACUERDO DE LICENCIA SE CONSIDERARÁN NULOS Y SIN EFECTO CON EL MAYOR ALCANCE PERMITIDO EN VIRTUD DE LAS LEYES APLICABLES. USTED ACEPTA QUE BLUE YONDER Y SUS LICENCIANTES SERÁN LOS TERCEROS BENEFICIARIOS DEL ACUERDO DE LICENCIA. SI EN EL ACUERDO DE LICENCIA SE NOMBRA UNA ORGANIZACIÓN EN CALIDAD DE CLIENTE, USTED DECLARA QUE TENDRÁ LA AUTORIDAD PARA OBLIGAR AL CLIENTE A CUMPLIR ESTOS TÉRMINOS, EN CUYO CASO "USTED" Y "SU(S)" HARÁN REFERENCIA A LA ORGANIZACIÓN. PARA LOS FINES DE ESTOS TÉRMINOS "BLUE YONDER" SIGNIFICA: **BLUE YONDER SOFTWARE, INC.** UNA EMPRESA INCORPORADA EN DELAWARE,

1. DEFINICIONES

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1.3 "**Revendedor Autorizado de BLUE YONDER**" o "**Empresa**" hará referencia al revendedor de quien Usted obtiene los Materiales Bajo Licencia en virtud del Acuerdo de Licencia.

1.4 "**Tarifas de Licencia**" hará referencia a las tarifas del licenciamiento del Software especificadas en el Acuerdo de Licencia.

<p>License Agreement.</p> <p>1.6 "Licensed Materials" means the Software and Documentation, and any copies, translations, derivations, adaptations or modifications of any portion of them.</p> <p>1.7 "Software" means the unmodified, object code form version of the software products described on the License Agreement, which includes any updates to such software products provided pursuant to the provision of any maintenance to You, and any copies, translations, derivations, adaptations or modifications thereof.</p> <p>1.8 "Territory" means the country or countries specified in the License Agreement.</p> <p>Terms not otherwise defined herein shall have the meanings given to them in the License Agreement.</p> <p>2. LICENSE AND SCOPE OF USE</p> <p>2.1 Grant of License by Blue Yonder Authorized Reseller to You. Subject to these Terms and the License Agreement, Company grants You a nonexclusive, non-transferable, non-assignable license to install, access and use the Licensed Materials described in the License Agreement in machine readable, object code form only and for the License Term specified therein, solely to support the internal needs of Your business in the Territory. You acknowledge that such license over the Licensed Materials is granted by Company to You under sublicense from Blue Yonder. For each License Agreement to be signed with Company, You agree that you shall have full responsibility for verifying with Blue Yonder that Company has been duly authorized by Blue Yonder to grant such sub-license to you to use the Software as described in such License Agreement.</p> <p>2.2 You shall take all reasonable steps to protect the Licensed Materials from unauthorized copying, possession, access or use. Upon Your becoming aware of any such unauthorized copying, possession, access or use, You shall promptly notify Blue Yonder and Company and provide Blue Yonder and Company with complete details, assist Blue Yonder and Company in preventing the recurrence thereof, and cooperate with Blue Yonder and Company in any litigation or proceedings reasonably necessary to protect the rights of Blue Yonder and Company.</p> <p>2.3 You may make a reasonable number of copies of the Software for archival, disaster recovery (including high-availability backup), and internal testing purposes. You may make a reasonable number of copies of the Documentation for Your own internal business purposes to support Your use of the Software.</p> <p>2.4 You will not remove any copyright or proprietary information notices from the Licensed Materials. The Software embodies Blue Yonder's valuable proprietary information and trade secrets. 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LICENCIA Y ALCANCE DE USO</p> <p>2.1 Otorgamiento de Licencia por parte del Revendedor Autorizado de BLUE YONDER a Usted. Sujeto a estas Condiciones y al Acuerdo de Licencia, la Empresa le otorgará a Usted una licencia no exclusiva, intransferible y no pasible de cesión para instalar, acceder y utilizar el Material con Licencia que se describen en el Acuerdo de Licencia únicamente en forma legible por máquina y en código objeto, por el Plazo de la Licencia especificado en el mismo, exclusivamente para atender los requerimientos internos de Su actividad comercial en el Territorio. Usted reconocerá que la Empresa le otorgará a Usted dicha licencia sobre el Material con Licencia en virtud de una sublicencia de BLUE YONDER. Por cada Acuerdo de Licencia que se firme con la Empresa, Usted acepta que será plenamente responsable de verificar con BLUE YONDER que la Empresa haya sido debidamente autorizada por BLUE YONDER para otorgarle a Usted dicha sublicencia para utilizar el Software Estándar según lo descrito en el Acuerdo de Licencia.</p> <p>2.2 Usted tomará todas las medidas razonables para proteger los Materiales Bajo Licencia contra la reproducción, la posesión, el acceso o el uso no autorizados. Si se enterara de alguna reproducción, posesión, acceso o uso no autorizados, Usted deberá notificar inmediatamente a BLUE YONDER y a la Empresa y brindarles los detalles completos, asistir a BLUE YONDER y la Empresa en la prevención de su reiteración, y colaborar con BLUE YONDER y la Empresa en cualquier litigio o proceso que sea razonablemente necesario para proteger los derechos de BLUE YONDER y la Empresa.</p> <p>2.3 Usted podrá realizar una cantidad razonable de copias del Software para fines de archivo, recuperación en caso de desastre (incluida una copia de seguridad de alta disponibilidad) y pruebas internas. Usted podrá realizar una cantidad razonable de copias de la Documentación para Sus propios fines comerciales internos con el fin de utilizar el Software.</p> <p>2.4 Usted no eliminará ninguna notificación de derechos de autor o información de propiedad exclusiva de los Materiales Bajo Licencia. El Software contiene información de propiedad exclusiva y secretos comerciales de BLUE YONDER valiosos. BLUE YONDER (o su licenciante) conservará el título, los derechos de autor y otros derechos de propiedad exclusiva con respecto a todas las partes del Software, y todas las modificaciones y alteraciones del mismo, así como todas las copias del mismo. Usted no tendrá ningún derecho expreso o implícito para modificar, traducir, adaptar, ni crear obras</p>
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by these Terms.

2.5 You shall not: (i) rent, lease, sublicense, distribute, transfer, encumber, copy, reproduce, display, modify or timeshare the Licensed Materials or any portion thereof; (ii) prepare any derivative work based on the Licensed Materials; (iii) remove or alter the copyright, patent, or proprietary information, legends or notices that appear on or in the Licensed Materials; (iv) distribute, sell or otherwise transfer, in whole or in part, the Licensed Materials; (v) allow any third parties to access or use the Licensed Materials without Blue Yonder's prior written consent; (vi) demonstrate or disclose the Licensed Materials or the results of any testing or bench-marking of same to any third parties without Blue Yonder's prior written consent; and (vii) except where such restriction is prohibited by applicable law, reverse engineer, de-compile, attempt to derive source code (or underlying ideas, algorithms, structure or organization), modify in any way, or create derivative works from the Licensed Materials, or any portions thereof. Any third party software included as part of the Software may only be used in conjunction with the Software.

2.6 **Export.** You will not divert Licensed Materials, nor provide services using Licensed Materials, to prohibited locations, end users or end uses. By accepting the terms of the License Agreement, you acknowledge that the Licensed Materials are subject to U.S. sanctions and export controls, and undertakes all necessary action to prevent You, Your employees, or contractors using the Licensed Materials from diverting the Licensed Materials contrary to U.S. and/or European Union law. You specifically represent and warrant that You will not export, re-export, sell, supply or transfer Blue Yonder products to any country or person to which the United States and/or the European Union has embargoed or restricted the provision of items, including, but not limited to, Cuba, Crimea, Iran, North Korea, or Syria, or to nationals of those countries and locations, or to any other embargoed or restricted destination or person, including those entities that are fifty percent (50%) or more owned or controlled by embargoed or restricted persons. You also warrant that You: (a) will not send any of the Licensed Materials to an individual or entity for a prohibited purpose including, without limitation, defense, nuclear, chemical, or biological weapons proliferation or development of missile technology; and (b) upon learning that any of the Licensed Materials were diverted contrary to the obligations in this section, You will immediately notify Blue Yonder.

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2.8 **Compliance and Audit Rights.** Upon written request by Company or Blue Yonder, Your authorized representative will certify, in a form reasonably satisfactory to Blue Yonder, the scope of Your use of the Software. You will submit the report no later than 30 days after the date of Company or Blue Yonder's written request. Additionally, no more than once during each 12-month period, upon written notice and during normal business hours, Company or Blue Yonder may audit Your records and systems to verify that the Your use of the Software is within the scope permitted by these Terms. You will permit the audit no later than 30 days after the date of such notice. If the report or audit reveals use of the Software beyond the scope permitted by the License

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2.5 Usted no deberá: (i) alquilar, arrendar, sublicenciar, distribuir, transferir, gravar, copiar, reproducir, exhibir, modificar o utilizar en tiempo compartido los Materiales Bajo Licencia ni ninguna parte de los mismos; (ii) preparar cualquier obra derivada en base a los Materiales Bajo Licencia; (iii) eliminar o alterar los derechos de autor, patentes, o información de propiedad, las leyendas o las notificaciones que figuran sobre o dentro de los Materiales Bajo Licencia; (iv) distribuir, vender o de otro modo transferir, en su totalidad o en parte, los Materiales Bajo Licencia; (v) permitir que terceros accedan o utilicen los Materiales Bajo Licencia sin el consentimiento previo por escrito de BLUE YONDER; (vi) demostrar o divulgar los Materiales Bajo Licencia o los resultados de cualquier prueba o medición comparativa de los mismos a un tercero sin el consentimiento previo por escrito de BLUE YONDER; y (vii) excepto en el caso de que dicha restricción esté prohibida por la ley aplicable, utilizar ingeniería inversa, descompilar, intentar derivar el código fuente (o ideas subyacentes, algoritmos, estructura u organización), modificar de cualquier manera, o crear obras derivadas de los Materiales Bajo Licencia, o de cualquier parte de los mismos. El software de terceros incluido como parte del Software podrá utilizarse solamente junto con el Software.

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Agreement and these Terms, You agree that additional fees shall be paid for the additional use of the Software. Further, if as a result of an audit or review, a deficiency of greater than five percent (5%) is found in the fees paid, You shall bear the reasonable cost of the audit or review.

3. DELIVERY AND EXPORT

Company shall be solely responsible for providing delivery of the Licensed Materials to You, without liability on the part of Blue Yonder. Delivery shall be made by Company shortly after the execution of the License Agreement between Company and You.

4. MAINTENANCE AND SERVICES

You may purchase maintenance, implementation, consulting, education, cloud, and other services ("Services") from Blue Yonder pursuant to a separate, signed written services agreement between Blue Yonder and You. Unless specifically agreed in such a separate agreement between Blue Yonder and Customer with fees to be paid separately by You to Blue Yonder, both Company and You agree that You shall receive all Services in relation to the Software only through Your interaction with Company, and that no Services (including no support or maintenance services) whatsoever shall be provided by Blue Yonder to You.

5. WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

5.1 Software Performance Warranty. Subject to Your payment of License Fees to Company and Section 5.4, Company warrants that, for a period of 180 days from the first delivery date of Company's delivery to You (the "Software Warranty Period"), the Software and any updates made available in respect to the Software during the Software Warranty Period, will substantially conform in all material respects to the Documentation.

5.2 Blue Yonder's Responsibility. For the avoidance of doubt, Company shall be solely and exclusively responsible to You for the above warranty and all such warranties as may be contained in the License Agreement. Blue Yonder shall be responsible only for entertaining such warranty claims made by Company as permitted under the separate license agreement between Blue Yonder and Company.

5.3 Exclusive Remedies. You shall promptly notify Company in writing of any claimed breach of warranty. Your exclusive remedy and entire liability of both Company and Blue for a breach of warranty will be for Company to promptly and at no cost to You work with Blue Yonder to either: (i) repair the Software; or (ii) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software hereunder); or (iii) if Blue Yonder reasonably determines that it cannot repair or replace the non-conforming Software within a commercially reasonable period of time, then Company may terminate the license for the affected Software, whereupon Company will refund the License Fees paid for the non-conforming Software.

5.4 Exclusions. The warranty set forth in Section 5.1 does not apply to problems arising out of or relating to: (a) Your or a third-party's modification of or damage to the Software or the media on which it is provided; (b) Your operation or use of the Software other than as specified in the Documentation; (c) Your combination, operation or use of the Software with any technology

2.8 Cumplimiento y Derechos de Auditoría. Si la Empresa lo solicita a BLUE YONDER, Su representante autorizado certificará, en una forma razonablemente satisfactoria para BLUE YONDER, el alcance de Su uso del Software. Usted presentará el informe antes de 30 días después de la fecha de la solicitud por escrito de la Empresa o BLUE YONDER. Asimismo, no más de una vez durante cada período de 12 meses, tras notificación por escrito y durante el horario comercial habitual, la Empresa o BLUE YONDER podrán auditar Sus registros y sistemas para verificar que Su uso del Software cumple con el alcance permitido por esas Condiciones. Usted dará permiso para que se realice la auditoría en el transcurso de los 30 días posteriores a la fecha de la notificación. Si el informe o la auditoría revelan que el uso del Software ha excedido el alcance permitido por el Acuerdo de Licencia y estas Condiciones, Usted acepta que deberá pagar cargos adicionales por el uso adicional del Software. Por otro lado, si debido a una auditoría o revisión, se halla una deficiencia en las tarifas pagadas mayor al cinco por ciento (5%), Usted correrá con el costo razonable de la auditoría o revisión.

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La Empresa será la única responsable de que se le entreguen el Material con Licencia, sin responsabilidad alguna por parte de BLUE YONDER. La Empresa hará la entrega poco después de la celebración del Acuerdo de Licencia entre la Empresa y Usted.

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Usted podrá adquirir de BLUE YONDER servicios de mantenimiento, implementación, consultoría, educación, nube, y otros servicios (los "Servicios") conforme a un contrato de servicios por separado y por escrito, firmado por BLUE YONDER y Usted. Salvo que se acuerde específicamente lo contrario en un acuerdo por separado entre BLUE YONDER y el Cliente con tarifas que pagará Usted por separado a BLUE YONDER, tanto la Empresa como Usted acuerdan que Usted recibirá todos los Servicios relacionados con el Software únicamente a través de Su interacción con la Empresa, y que BLUE YONDER no le prestará a Usted ningún Servicio de ninguna clase (incluyendo servicios de soporte o mantenimiento).

5. GARANTÍA, EXENCIÓN Y LIMITACIÓN DE RESPONSABILIDAD

5.1 Garantía del rendimiento del Software. Sujeto a Su pago de las tarifas de licencia a la Compañía y a la Sección 5.4, la Compañía garantiza que, durante un período de 180 días a partir de la primera fecha de entrega de la entrega de la Compañía a Usted (el "Período de garantía del software"), el Software y cualquier actualización disponible en con respecto al Software durante el Período de garantía del Software, se ajustará sustancialmente en todos los aspectos materiales a la Documentación

5.2 Responsabilidad de BLUE YONDER. A fin de evitar dudas, la Empresa será responsable ante Usted en forma única y exclusiva por la garantía mencionada anteriormente y por todas las garantías que puedan estar contempladas en el Acuerdo de Licencia. BLUE YONDER será responsable únicamente de considerar los reclamos por garantía presentados por la Empresa según lo permitido en virtud del acuerdo de licencia por separado entre BLUE YONDER y la Empresa.

5.3 Recursos Exclusivos. Usted deberá notificarle inmediatamente a la Empresa por escrito sobre cualquier reclamo de incumplimiento de la garantía. Su recurso exclusivo y la responsabilidad total tanto de la Empresa como de BLUE YONDER

(including any software, hardware, firmware, system or network) or service not specified for Your use in the Documentation; (d) Your negligence or abuse of the Software; (e) Your failure to promptly install all Updates that Blue Yonder has made available to You during the Software Warranty Period; (f) the operation of, or access to, You or a third party system or network; (g) Your breach of any material provision of these Terms; or (i) any other circumstances or causes outside of the reasonable control of Blue Yonder (including abnormal physical or electrical stress). For the avoidance of doubt, if You have not contracted for maintenance to be provided to You under Section 4, then Company shall not be obligated to provide any warranty remedies.

5.5 Disclaimer of Warranties. SUBJECT ALWAYS TO SECTION 5.2 ABOVE, NEITHER BLUE YONDER, ITS AFFILIATES NOR ITS LICENSORS MAKE ANY WARRANTY, REPRESENTATION, TERM, CONDITION OR AGREEMENT WITH RESPECT TO THE LICENSED MATERIALS AND THE LICENSED MATERIALS ARE PROVIDED "AS-IS." BLUE YONDER AND ITS LICENSORS EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED AND STATUTORY WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE). WITHOUT LIMITING THE FOREGOING, BLUE YONDER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND THAT THE LICENSED MATERIALS, OR ANY OTHER BLUE YONDER OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING BUT NOT LIMITED TO ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET YOUR OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING BUT NOT LIMITED TO ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD-PARTY MATERIALS. BLUE YONDER FURTHER EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR COMPANY'S PERFORMANCE OF THE TERMS OF THE LICENSE AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN YOU AND COMPANY.

5.6 IN NO CIRCUMSTANCES SHALL THE CUMULATIVE, AGGREGATE LIABILITY OF BLUE YONDER AND ITS AFFILIATES FOR ALL CLAIMS OR OTHER LOSSES ARISING OUT OF OR RELATING TO THESE TERMS AND THE LICENSE AGREEMENT EXCEED THE AMOUNT OF FEES RECEIVED BY BLUE YONDER FOR THE SOFTWARE LICENSED BY COMPANY TO YOU. BLUE YONDER IS NOT LIABLE IN ANY WAY FOR ANY LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF RECREATING DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR SOFTWARE (IN EACH CASE WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE LICENSED MATERIALS OR THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF BLUE YONDER IS INFORMED OF THE POSSIBILITY OF

por un incumplimiento de la garantía será que la Empresa inmediatamente y sin ningún costo para Usted trabaje con BLUE YONDER a fin de: (i) reparar el Software; o (ii) reemplazar el Software con Software funcionalmente equivalente (cuyo software, en su reemplazo del Software, constituirá el Software a continuación) o (iii) si BLUE YONDER determina razonablemente que no puede reparar ni reemplazar el Software defectuoso dentro de un período de tiempo comercialmente razonable, entonces la Empresa podrá rescindir la licencia del Software afectado, en cuyo caso la Empresa reembolsará las Tarifas de Licencia pagadas por el Software defectuoso.

5.4 Excepciones La garantía establecida en la Sección 5.1 no se aplica a problemas que surjan de o estén relacionados con: (a) Su modificación o daño o la modificación de un tercero al Software o los medios en los que se proporciona; (b) Su operación o uso del Software de forma distinta a la especificada en la Documentación; (c) Su combinación, operación o uso del Software con cualquier tecnología (incluido cualquier software, hardware, firmware, sistema o red) o servicio no especificado para Su uso en la Documentación; (d) Su negligencia o abuso del Software; (e) No instalar de inmediato todas las Actualizaciones que Blue Yonder le ha puesto a su disposición durante el Período de garantía del software; (f) el funcionamiento o el acceso a Usted o un sistema o red de terceros; (g) Su incumplimiento de cualquier disposición material de estos Términos; o (i) cualquier otra circunstancia o causa fuera del control razonable de Blue Yonder (incluido el estrés físico o eléctrico anormal). A fin de evitar dudas, si Usted no contrató servicios de mantenimiento en virtud del Artículo 4, la Empresa no estará obligada a ofrecer ningún recurso para cumplir la garantía.

5.5 Exención de Responsabilidad de Garantías. SIEMPRE ATENTO AL ARTÍCULO 5.2 ANTERIOR, NI BLUE YONDER, SUS FILIALES NI SUS LICENCIADORES OFRECEN NINGUNA GARANTÍA, REPRESENTACIÓN, PLAZO, CONDICIÓN O ACUERDO CON RESPECTO A LOS MATERIALES CON LICENCIA Y LOS MATERIALES CON LICENCIA SE SUMINISTRAN "TAL CUAL". BLUE YONDER Y SUS LICENCIANTES EXPRESAMENTE RENUNCIAN Y EXCLUYEN HASTA EL GRADO MÁXIMO PERMITIDO POR LA LEY APPLICABLE, TODAS LAS GARANTÍAS IMPLÍCITAS Y ESTATUTARIAS (INCLUYENDO, SIN LIMITACIÓN, TODAS LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD, NO INFRACCIÓN DE LA CALIDAD, DECLARACIÓN DE CALIDAD, SATISFACCIÓN, CURSO DE TRATAMIENTO, USO O PRÁCTICA COMERCIAL). SIN LIMITAR LO ANTERIOR, BLUE YONDER NO OFRECE GARANTÍA O REPRESENTACIÓN DE NINGÚN TIPO DE LOS MATERIALES CON LICENCIA, O CUALQUIER OTRO BIEN, SERVICIO, TECNOLOGÍA O MATERIALES DE BLUE YONDER O DE TERCEROS (INCLUYENDO, PERO NO LIMITADO A CUALQUIER SOFTWARE O HARDWARE) LOS PRODUCTOS O RESULTADOS DEL USO DE CUALQUIERA DE ELLOS, CUMPLIRÁN CON LOS REQUISITOS SUYOS O DE OTRAS PERSONAS, FUNCIONARÁN SIN INTERRUPTCIÓN, CONSEGUIRÁN CUALQUIER RESULTADO PREVISTO, SERÁN COMPATIBLES O FUNCIONARÁN CON CUALQUIER OTRO BIEN, SERVICIO, TECNOLOGÍA O MATERIAL (INCLUYENDO, PERO NO LIMITADO A CUALQUIER SOFTWARE, HARDWARE, SISTEMA O RED), O SER SEGURO, EXACTO, COMPLETO, LIBRE DE CÓDIGOS DAÑINOS O LIBRE DE ERRORES. TODOS LOS MATERIALES DE TERCEROS SE SUMINISTRAN "TAL CUAL" Y CUALQUIER REPRESENTACIÓN O GARANTÍA DE O CON RESPECTO A ALGUNO DE ELLOS SE ENCUENTRA ESTRICTAMENTE ENTRE USTED Y EL TERCERO PROPIETARIO O DISTRIBUIDOR DE DICHS MATERIALES DE TERCEROS.. ASIMISMO BLUE YONDER SE EXIME EXPRESAMENTE DE TODA RESPONSABILIDAD RESPECTO DEL CUMPLIMIENTO DE LAS CONDICIONES DEL ACUERDO DE LICENCIA POR PARTE DE LA EMPRESA, O DE CUALQUIER OTRO ACUERDO ENTRE LA EMPRESA Y USTED.

SUCH LOSS OR DAMAGES IN ADVANCE.

5.7 ANY RIGHT OF ACTION, PROCEEDING OR CLAIM PERMITTED UNDER THESE TERMS AND NOT BROUGHT WITHIN 24 MONTHS AFTER THE OCCURRENCE OF THE ACT, OMISSION OR EVENT FIRST GIVING RISE IS IRREVOCABLY WAIVED.

6. CONFIDENTIALITY

6.1 **Exclusions.** Confidential Information does not include any information that (i) is or becomes generally available to the public through no improper action or inaction by You; (ii) was properly in Your possession or properly known by You, without restriction, prior to receipt from Blue Yonder; (iii) was rightfully disclosed to You by a third party without restriction; or (iv) is independently developed by the You without use of or reference to Blue Yonder's Confidential Information.

6.2 **Confidentiality Obligations.** You shall (i) hold in strict confidence all Confidential Information of Blue Yonder, (ii) use the Confidential Information solely to perform Your obligations or exercise its rights under this Agreement, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Blue Yonder Confidential Information to any person or entity other than to Your directors, officers, employees, consultants, subcontractors, auditors, and legal and financial advisors ("**Representatives**") who need to know such Confidential Information and who are under confidentiality obligations at least as restrictive as the terms of this Agreement. You are responsible for any breaches of this Agreement by your Representatives. Except as otherwise expressly provided in these Terms, You shall not use or disclose Confidential Information of Blue Yonder without the prior written consent of Blue Yonder. You shall use the same degree of care to protect Blue Yonder's Confidential Information as you use to protect your own Confidential Information, but in no circumstances less than reasonable care.

6.3 **Permitted Disclosures.** You may disclose s Confidential Information in response to a valid court order, subpoena, civil investigative demand, law, rule, regulation (including, without limitation, any securities exchange regulation), or other governmental action, provided that (i) to the extent permitted by applicable law or regulation, You notify Blue Yonder in writing prior to disclosure of the information, (ii) You use reasonable efforts to obtain a protective order or, in the absence of a protective order, to limit the disclosure of such Confidential Information and to obtain confidential treatment thereof, and (iii) You have allowed Blue Yonder to participate in the proceeding that requires the disclosure.

6.4 **Remedies Upon Breach.** You agree that Blue Yonder may have no adequate remedy at law if there is a breach or threatened breach of this Section 6 and, accordingly, that Blue Yonder is entitled (in addition to any legal or equitable remedies available to it) to seek injunctive or other equitable relief without the necessity of proof of actual damages to prevent or remedy such breach.

7. TERM AND TERMINATION

5.6 EN NINGUNA CIRCUNSTANCIA LA RESPONSABILIDAD ACUMULADA Y AGREGADA DE BLUE YONDER Y SUS AFILIADAS POR TODAS LAS RECLAMACIONES U OTRAS PÉRDIDAS QUE SURJAN DE ESTOS TÉRMINOS O ESTÁN RELACIONADOS CON ESTOS TÉRMINOS Y EL ACUERDO DE LICENCIA EXCEDERÁ LA CANTIDAD DE HONORARIOS RECIBIDOS POR BLUE YONDER POR USTED. . BLUE YONDER NO ES RESPONSABLE DE NINGÚN MODO POR LA PÉRDIDA DE BENEFICIOS, PÉRDIDA DE INGRESOS, PÉRDIDA DE DATOS, PÉRDIDA DE RECREAR DATOS O EL COSTO DE CUALQUIER EQUIPO O SOFTWARE SUSTITUTO (EN CADA CASO, YA SEA DIRECTO O INDIRECTO) O DE , DAÑOS CONSECUENTES, INDIRECTOS O PUNITIVOS QUE SURJAN DE CUALQUIER FORMA DEL USO DE LOS MATERIALES LICENCIADOS O ESTOS TÉRMINOS, INDEPENDIENTEMENTE DE LA FORMA DE ACCIÓN, YA SEA POR CONTRATO, AGRAVIO (INCLUYENDO PERO LIMITADO A NEGLIGENCIA), OTRAS RESPONSABILIDADES ERICTAS INCLUSO SI SE INFORME A BLUE YONDER DE LA POSIBILIDAD DE DICHAS PÉRDIDAS O DAÑOS CON ANTICIPACIÓN.

5.7 CUALQUIER DERECHO DE ACCIÓN, PROCEDIMIENTO O RECLAMO PERMITIDO BAJO ESTOS TÉRMINOS Y NO PRESENTADO DENTRO DE LOS 24 MESES DESPUÉS DE LA OCURRENCIA DEL ACTO, LA OMISIÓN O EL PRIMER EVENTO, SE DARA POR RENUNCIADO IRREVOCABLEMENTE..

6. CONFIDENCIALIDAD

6.1 **Exclusiones** La información confidencial no incluye ninguna información que (i) esté o llegue a estar disponible para el público en general a través de ninguna acción indebida o inacción por su parte; (ii) estaba debidamente en Su posesión o debidamente conocido por Usted, sin restricción, antes de recibirlo de Blue Yonder; (iii) fue legítimamente revelada a Usted por un tercero sin restricción; o (iv) es desarrollado de forma independiente por usted sin el uso o referencia a la Información confidencial de Blue Yonder.

6.2 **Obligaciones de confidencialidad.** Deberá (i) conservar en estricta confidencialidad toda la Información confidencial de Blue Yonder, (ii) utilizar la Información confidencial únicamente para cumplir con Sus obligaciones o ejercer sus derechos en virtud de este Acuerdo, y (iii) no transferir, mostrar, transmitir o divulgar o poner a disposición toda o parte de dicha Información confidencial de Blue Yonder a cualquier persona o entidad que no sea Sus directores, funcionarios, empleados, consultores, subcontratistas, auditores y asesores legales y financieros ("**Representantes**") que necesiten conocer dicha Información confidencial y que tienen obligaciones de confidencialidad al menos tan restrictivas como los términos de este Acuerdo. Usted es responsable de cualquier incumplimiento de este Acuerdo por parte de sus Representantes. Salvo que se indique expresamente lo contrario en estos Términos, no utilizará ni divulgará Información confidencial de Blue Yonder sin el consentimiento previo por escrito de Blue Yonder. Deberá utilizar el mismo grado de cuidado para proteger la información confidencial de Blue Yonder que utiliza para proteger su propia información confidencial, pero en ningún caso menos que el cuidado razonable.

6.3 **Divulgaciones Permitidas.** Usted podrá divulgar la Información Confidencial de BLUE YONDER solo en respuesta a una orden judicial válida, una citación judicial, una exigencia de investigación civil, una ley, una norma, una reglamentación (incluyendo en forma no taxativa, cualquier reglamentación sobre operaciones con títulos valores), u otra medida gubernamental, siempre que (i) en la medida permitida por la ley o la reglamentación

<p>7.1 Term. The validity of these Terms commences on the Effective Date of the first License Agreement and continues until the earlier of (a) the expiration of the License Term, (b) the termination of the License Agreement, or (c) the date Blue Yonder's sub-license granted under these Terms is terminated in accordance with this Section 7.</p> <p>7.2 Termination for Cause. Blue Yonder may terminate its sub-license under these Terms for cause if You materially breach Section 2 of these Terms and do not cure the breach within 30 days after its receipt of written notice specifying such breach from Blue Yonder. Consent to extend the cure period will not be unreasonably withheld. Termination of any agreement between Blue Yonder and You for Blue Yonder's provision of any maintenance or services, if any, will not terminate these Terms.</p> <p>7.3 Effect of Termination. Upon termination of these Terms or expiration of the License Term, You shall (a) immediately discontinue all use of the Licensed Materials and return to Blue Yonder, or at Blue Yonder's option destroy, all copies of same; and (b) deliver a letter signed by Your duly authorized officer certifying compliance with the requirements set forth herein.</p> <p>8. MISCELLANEOUS</p> <p>8.1 Governing Law; Jurisdiction and Venue. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms (excluding specifically the License Agreement between You and Company) are governed by the applicable laws and dispute resolution provisions set forth on Appendix A: Country Unique Terms, as determined according to Your principal place of business, and are incorporated herein by reference. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.</p> <p>8.2 Equitable Relief. Notwithstanding anything to the contrary contained in Section 8.1, either party may immediately seek equitable relief to stop a threatened or actual breach of these Terms (without posting a bond or proving actual harm), including, without limitation, temporary injunctive relief, in a court of competent jurisdiction.</p> <p>8.3 Attorneys' Fees and Costs. The prevailing party, or if there isn't one, the substantially prevailing party, in any action or proceeding to enforce these Terms, is entitled to recover from the other party its costs and reasonable attorneys' and expert witness' fees in addition to its damages.</p> <p>8.4 Notices. All notices must be in writing and in English and may be sent by email, except for notices of breach or demands for indemnification, which must be sent by either, certified mail or internationally recognized courier to the address indicated in the relevant Schedule or such other address as either party may indicate by at least 10 days' prior written notice to the other party. Notices to Blue Yonder will be addressed to Chief Executive Officer, with a copy to General Counsel at Blue Yonder, Inc., 15059 N. Scottsdale Rd., Scottsdale, AZ 85254.</p> <p>8.5 Waiver; Severability; Survival. The failure of either party to enforce any provision of these Terms will not waive its right to subsequently enforce such provision. If any provision in these Terms is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other</p>	<p>aplicable, Usted notifique a BLUE YONDER por escrito antes de divulgar la información, (ii) Usted haga un esfuerzo razonable para obtener una orden de protección, o en ausencia de una orden de protección, para limitar la divulgación de la Información Confidencial y para obtener el trato confidencial de la misma, y (iii) BLUE YONDER le hubiese permitido a la parte divulgadora participar en el proceso que exige la divulgación.</p> <p>6.4 Recursos Legales en Caso de Incumplimiento. Usted acepta que BLUE YONDER podrá no contar con un recurso jurídico que sea suficiente en caso de incumplimiento o amenaza de incumplimiento de este Artículo 6 y, por consiguiente, que BLUE YONDER tendrá derecho (además de cualquier recurso jurídico o equitativo a su disposición) a exigir medidas cautelares u otra reparación equitativa sin necesidad de probar la existencia de daños y perjuicios reales, con el fin de prevenir o subsanar dicho incumplimiento.</p> <p>7. PLAZO Y RESCISIÓN</p> <p>7.1 Plazo. Estas Condiciones serán válidas a partir de la Fecha de Entrada en Vigencia del primer Acuerdo de Licencia y hasta lo que ocurra primero entre (a) el vencimiento del Plazo de la Licencia, o (b) la rescisión del Acuerdo de Licencia, o (c) finalice la fecha en que se otorgó la sublicencia de BLUE YONDER conforme a estas Condiciones, en virtud del presente Artículo 7.</p> <p>7.2 Rescisión por Motivo Justificado. BLUE YONDER podrá rescindir justificadamente su sublicencia en virtud de estas Condiciones en caso de que Usted incurra en incumplimiento grave del Artículo 2 de estas Condiciones y no subsane dicho incumplimiento en el plazo de 30 días a partir de la recepción por parte de BLUE YONDER de una notificación por escrito que especifique dicho incumplimiento de la parte que no incurrió en el mismo. El consentimiento para extender el período de subsanación no será denegado sin causa justa. La rescisión de cualquier acuerdo entre BLUE YONDER y Usted para la prestación de mantenimiento o servicios, si correspondiera, no rescindiría estas Condiciones.</p> <p>7.3 Efecto de la Rescisión. Tras la rescisión de estas Condiciones o el vencimiento del Plazo de la Licencia, Usted (a) cesará de inmediato todo uso de los Materiales Bajo Licencia y devolverá a BLUE YONDER, o a discreción de BLUE YONDER, destruirá todas las copias de los mismos; y (b) entregará una carta firmada por Su representante debidamente autorizado certificando el cumplimiento de los requisitos establecidos en el presente.</p> <p>8. DISPOSICIONES VARIAS</p> <p>8.1 Ley Aplicable. Jurisdicción y competencia. Estos Términos y los derechos y obligaciones de las partes con respecto a su relación en virtud de estos Términos (excluyendo específicamente el Acuerdo de licencia entre Usted y la Compañía) se rigen por las leyes aplicables y las disposiciones de resolución de disputas establecidas en el Apéndice A: Términos exclusivos de cada país, como determinados de acuerdo con Su lugar principal de negocios, y se incorporan aquí como referencia. Las Partes acuerdan que la Convención de las Naciones Unidas sobre Contratos para la Venta Internacional de Mercaderías y la Ley Uniforme de Transacciones de Información Computarizada están expresamente excluidas de estos Términos</p> <p>8.2 Reparación Equitativa. Sin perjuicio de una disposición que establezca lo contrario en los Artículos 8.1 u 8.2, cualquiera de las partes podrá exigir inmediatamente una reparación equitativa para detener un incumplimiento posible o real de estas Condiciones (sin fijar una fianza ni probar el perjuicio real), lo que incluye, en forma no taxativa, medidas cautelares provisionales, en un tribunal competente.</p>
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provisions of these Terms will remain in full force and effect. Provisions concerning the parties' rights and obligations which by the content of the provision operate after termination or which are necessary to enforce any right will survive termination of these Terms.

8.6 Assignment; Successors and Assigns. You shall not assign (by operation of law or otherwise) any of Your rights, obligations, or privileges under these Terms without the prior written consent of Company and Blue Yonder, which consent will not be unreasonably withheld. Any attempted assignment in violation of this Section is null and void. Subject to the foregoing, these Terms is binding upon and inures to the benefit of the parties hereto and their successors and permitted assigns.

8.7 Purchase Orders. Nothing contained in any purchase order, invoice, or any similar document or instrument will modify or add any additional terms or conditions to these Terms, and any such modified or additional terms or conditions are expressly rejected and excluded.

8.8 Data Protection. You acknowledge that Blue Yonder is relying on the fact that You shall not provide or give access to Blue Yonder any personal or sensitive data with regard to You or any of Your customers, vendors, end users or otherwise.

APPENDIX A

COUNTRY UNIQUE TERMS

If Your principle place of business is located in the United States, the following terms apply to these Terms:

Governing Law; Jurisdiction and Venue. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of the state of Delaware, without reference to its choice of law rules. All disputes arising under these Terms must be brought exclusively in the state and federal courts located in Maricopa County, Arizona, and You hereby submit to the personal jurisdiction of such state and federal courts. In the event that any dispute is commenced by either party against the other party arising out of or related to these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' and experts' fees and court costs from the non-prevailing party.

If Your principle place of business is located in Europe, Middle East, or Africa, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of England and Wales.

All disputes arising out of or relating to these Terms will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such

8.3 Honorarios de Abogados y Costas. La parte prevaleciente, o si no la hay, la parte sustancialmente prevaleciente, en cualquier acción o procedimiento para hacer cumplir estos Términos, tiene derecho a recuperar de la otra parte sus costos y honorarios razonables de abogados y testigos expertos, además de sus daños.

8.4 Notificaciones. Todos los avisos deben ser por escrito y en inglés y pueden enviarse por correo electrónico, excepto los avisos de incumplimiento o demandas de indemnización, que deben enviarse por correo certificado o mensajería reconocida internacionalmente a la dirección indicada en el Anexo correspondiente o cualquier otro dirección que cualquiera de las partes pueda indicar mediante notificación por escrito de al menos 10 días de antelación a la otra parte. Las notificaciones a Blue Yonder se enviarán al Director Ejecutivo CEO, con copia al General Counsel de Blue Yonder, Inc., 15059 N. Scottsdale Rd., Scottsdale, AZ 85254.EUA.

8.5 Renuncia. Divisibilidad. Vigencia Posterior a la Rescisión. El hecho de que alguna de las partes no exija el cumplimiento de una disposición de estas Condiciones no constituye una renuncia a su derecho de exigir el cumplimiento de dicha disposición posteriormente. En caso de que una disposición de estas Condiciones fuese nula o inexigible, dicha disposición será interpretada, limitada, modificada o, de ser necesario, anulada en la medida requerida para eliminar su nulidad o inexigibilidad, y las disposiciones restantes de estas Condiciones permanecerán plenamente vigentes. Las disposiciones concernientes a los derechos y las obligaciones de las partes, que por el contenido de las mismas deban regir tras la rescisión o que sean necesarias para exigir el cumplimiento de un derecho, seguirán vigentes tras la rescisión de estas Condiciones.

8.6 Cesión. Sucesores y Cesionarios. Usted no cederá (conforme a derecho o de otro modo) ningún derecho suyo, obligación o privilegio en virtud de estas Condiciones sin el consentimiento previo por escrito de la Empresa y de BLUE YONDER, cuyo consentimiento no será denegado en forma irrazonable. Cualquier intento de cesión en violación de este Artículo quedará nulo y sin efecto. En atención a lo expresado anteriormente, estas Condiciones serán vinculantes y redundarán en beneficio de las partes del presente, y de sus sucesores y cesionarios autorizados.

8.7 Órdenes de Compra. Ninguna disposición de una orden de compra, factura, o cualquier documento o instrumento similares modificará ni agregará ningún término o condición adicional a estas Condiciones. Tales términos o condiciones modificados o adicionales se rechazarán y excluirán expresamente.

8.8 Idioma. La presente versión en idioma extranjero se redactó solo para ser usada como referencia para el Cliente y no será vinculante para las partes. En caso de conflicto entre ambas versiones, prevalecerá la versión en idioma inglés.

8.9 Protección de Datos. Usted reconoce que Blue Yonder confía en el hecho de que no proporcionará ni dará acceso a Blue Yonder ningún dato personal o sensible con respecto a Usted o cualquiera de Sus clientes, proveedores, usuarios finales o de otro tipo.

APPENDIX A

COUNTRY UNIQUE TERMS

If Your principle place of business is located in the United States, the following terms apply to these Terms:

Governing Law; Jurisdiction and Venue. These Terms and the rights and obligations of the parties with respect to their relationship under

claim is submitted to arbitration. The seat or place of arbitration shall be London, England. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business is located in India or any Asia Pacific Countries, except the People's Republic of China, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with laws of Singapore, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat of the arbitration will be Singapore. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business located in the People's Republic of China, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of Hong Kong, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Hong Kong International Arbitration Centre (HKIAC) Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business is located in Canada, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under

these Terms are governed by and must be construed and enforced in accordance with the laws of the state of Delaware, without reference to its choice of law rules. All disputes arising under these Terms must be brought exclusively in the state and federal courts located in Maricopa County, Arizona, and You hereby submit to the personal jurisdiction of such state and federal courts. In the event that any dispute is commenced by either party against the other party arising out of or related to these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' and experts' fees and court costs from the non-prevailing party.

If Your principle place of business is located in Europe, Middle East, or Africa, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of England and Wales.

All disputes arising out of or relating to these Terms will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall be London, England. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business is located in India or any Asia Pacific Countries, except the People's Republic of China, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with laws of Singapore, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat of the arbitration will be Singapore. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business located in the People's Republic of China, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of Hong Kong, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer

these Terms are governed by and must be construed and enforced in accordance with laws of the Province of Ontario and the laws of Canada applicable therein, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration in that country before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat of the arbitration shall be Toronto, Canada. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business is located in Latin America or South America, the following terms apply to these Terms:

Governing Law; Dispute. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of the state of Delaware, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration in that country before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Commercial Arbitration Rules of the American Arbitration Association in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall Phoenix, Arizona. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business not located in any of the countries or regions identified above, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of the state of Delaware, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration in that country before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Commercial Arbitration Rules of the American Arbitration Association in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall Phoenix, Arizona.

Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Hong Kong International Arbitration Centre (HKIAC) Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business is located in Canada, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with laws of the Province of Ontario and the laws of Canada applicable therein, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration in that country before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat of the arbitration shall be Toronto, Canada. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business is located in Latin America or South America, the following terms apply to these Terms:

Governing Law; Dispute. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of the state of Delaware, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration in that country before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Commercial Arbitration Rules of the American Arbitration Association in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall Phoenix, Arizona. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business not located in any of the countries or regions identified above, the following terms apply to



The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of the state of Delaware, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration in that country before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Commercial Arbitration Rules of the American Arbitration Association in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall Phoenix, Arizona. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.