

imposed on Contractor in respect of goods or services used or consumed by Contractor in the course of providing the Services.

Each party shall be responsible for taxes based on, imposed on or calculated by reference to the net income or any profits or gains received or receivable by that party; (ii) any employees employed by that party; and (iii) the gross income received or receivable by that party.

The fees shall be paid without any tax deduction unless a tax deduction is required by applicable law. Where a tax deduction is required by applicable law, the amount of the applicable fees due to be paid by VHC to Contractor shall be increased by an amount which (after making any tax deduction) would leave an amount equal to the payment which would have been due if no tax deduction was required by applicable law.

4.5. Billing Disputes. Billing disputes shall not be cause for non-performance by Contractor under this Agreement.

5. Ownership, Confidentiality, and Personal Data Protection

5.1. As used in this Agreement, and subject to Section 5.3, Section 5.4 and Section 5.5, the term "Deliverables" means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation and materials, that Contractor (including any Contractor Personnel) creates, prepares or delivers to VHC, or otherwise produces, conceives, makes, proposes or develops, as a result of this Agreement and one or more Schedules.

5.2. Subject to Section 5.3, Section 5.4 and Section 5.5, VHC shall be the exclusive owner of all Deliverables and all intellectual property rights (including trade secrets, copyrights, moral rights, database rights and patents) thereto. All Deliverables considered "works made for hire" under the U.S. Copyright Act of 1976 shall be considered "works made for hire" under this Agreement. For all other Deliverables, including any works of authorship thereto that are not considered works made for hire under the U.S. Copyright Act of 1976, Contractor hereby assigns to VHC all right, title and interest to the Deliverables and all intellectual property rights thereto. To the extent that any Contractor, including Contractor Personnel, pre-existing materials (including third party or open source software) are contained in the Deliverables, said pre-existing materials must be described as such in the applicable Schedule, and Contractor (on its behalf and on behalf of Contractor Personnel) hereby grants VHC an irrevocable, worldwide, nonexclusive, paid-up, royalty-free, sublicenseable (through all tiers of sublicensees) right and license to use, execute, reproduce, perform, display, distribute, and prepare derivative works of such pre-existing material and derivative works, and to make, have made, use, sell, offer for sale and import products and processes utilizing such pre-existing materials, but in any case limited to the extent needed by VHC to exploit the Deliverables. Upon VHC's request and at Contractor's reasonable expense, Contractor will provide VHC with such assistance as VHC may require, including whatever documents, information or materials are in Contractor's possession or available to Contractor, in order to enable VHC to protect its ownership rights, including copyrights and patents, in any Deliverables. With respect to inventions for which VHC wishes to seek patent protection, Contractor agrees to secure all necessary agreements with Contractor Personnel to ensure assignment of their interests in each such invention to VHC as well. Contractor at its expense will take all reasonable steps necessary to secure cooperation of Contractor Personnel with VHC in filing such patent applications, including obtaining the signatures of inventors on all necessary legal documents. To the extent a Deliverable includes or consists of software, Contractor shall deliver to VHC the complete source code and object code versions.

5.3. Notwithstanding Section 5.1 and Section 5.2, it is clarified that Contractor shall own and have all Intellectual Property Rights in and to modifications or enhancements or derivative works of Contractor's solely owned materials made at any time. VHC shall have a license to use such modifications, enhancements or derivative works in terms of the license to use Contractor's materials granted by Contractor. With respect to any third-party software or documentation licensed or leased by Contractor, the provisions of this Section 5.3 shall only apply as between VHC and Contractor.

5.4. Notwithstanding anything contained herein or elsewhere in the Agreement, VHC acknowledges and agrees that it shall not and shall not permit any of its agents to use Contractor's materials in isolation or in conjunction with third-party intellectual property to perform services whether similar or not to the Services performed by Contractor or to

create deliverables, whether similar or not to the Deliverables created by Contractor pursuant to the performance of the Services under this Agreement.

5.5. To the extent there is Intellectual Property created in existing work in progress or future products, created or modified using ever-progressive digital, automation or artificial intelligence technologies, robotics, etc., being created by Contractor, whether by itself or through a third party, that Contractor brings into the Agreement to deliver efficiency, these will be considered as Intellectual Property of Contractor (hereinafter referred to as "Contractor Digital IP"). The Deliverable resulting from the use of Contractor Digital IP will be the service, task or deliverable to be provided to VHC under the specific Schedule, for which VHC will have a limited license to use during the term of the specific license agreement entered into for the purpose.

5.6. **Confidentiality.** Both parties agree that the terms and existence of this Agreement, including the nature of the services and the Deliverables provided under all Schedules issued hereunder, as well as all information and material (which includes all source and object code, if any) disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), and all information and material that Contractor develops under this Agreement in the context of performing any services and/or Deliverables hereunder, including, without limitation, any VHC Data constitutes "Confidential Information." The Receiving Party will not disclose Confidential Information to any third party person or entity, except to the extent required by a court or government agency order or rule (provided that the Receiving Party first gives the Disclosing Party written notice of such order or rule to enable the Disclosing Party to have the opportunity to quash or limit the scope of said order or rule). The Receiving Party may disclose Confidential Information only to those Personnel (only if previously approved by the Disclosing Party in writing and only if the Receiving Party and such of their Personnel have previously signed a confidentiality agreement that is consistent with the terms of this Section 5.3) who possess a legitimate need to know for purposes of fulfilling the obligations under this Agreement and the applicable Schedule(s), and may use Confidential Information only for such purposes. Confidential Information does not include information that is or becomes publicly available without restriction to the Receiving Party or any other person through no wrongful act. All Confidential Information is and remains the property of the Disclosing Party, and upon written request the Receiving Party will promptly return all Confidential Information, along with all copies and portions thereof, to the Disclosing Party. Without waiving any other rights that the Disclosing Party may have and notwithstanding anything to the contrary herein, the Disclosing Party may immediately terminate with cause (with no right to cure) this Agreement upon written notice to the Receiving Party in the event that the Receiving Party, including any of its Personnel, uses or discloses Confidential Information other than as expressly permitted in this Section 5.3.

5.7. **Privacy and Data Protection.** The Parties agree that Confidential Information will be subject to the organizational, technical, and physical controls and other safeguards set out in Attachment B. To the extent Contractor will Process any VHC Data, is granted access to VHC's network, performs code development services for VHC, or hosts Contractor Information Systems that Process VHC Data, Contractor shall comply with Attachment B, Privacy and Data Protection. The defined terms set forth in this Section 5.7 not otherwise defined in this Agreement shall have the meaning ascribed to them in Attachment B. In the event of any inconsistency of such defined terms, the definitions set forth in Attachment B shall prevail for purposes of interpreting the subject matter covered thereby.

6. Representations and Warranties

6.1 Contractor's Representations and Warranties.

(i) Contractor represents and warrants that VHC's use of any Deliverables, as well as the use, possession, distribution, manufacture, modification, sale or import of any Deliverables, does not and will not constitute an infringement or violation of any patent, copyright, trade secret or other proprietary rights of any third party. Contractor represents and warrants that no third party software will be included in the Deliverables without first informing VHC in writing of the particulars thereof and obtaining VHC's express written approval thereof. Contractor further represents and warrants that any software code delivered to VHC or included in the Deliverables is not distributed under, or subject to, any open source license, including the GNU Public License, the GNU Lesser General Public License, or any other license that requires in any instance that other software distributed with such software code be (a) disclosed or distributed in source code form; (b) licensed for purposes of making derivative works; and/or (c) redistributed at no charge.