



Country Specific Terms

中文 Française Deutsch Italiano 日本語 한국어 Español

These Country Specific Terms supplement any binding, written agreement between Customer and JMP that specifically incorporates these terms by reference. These Country Specific Terms apply based on the location of the Customer entity entering into the Order Form or the Customer identified in the Order Confirmation, as applicable. The terms below supplement, replace or modify the referenced sections in the Universal Terms and/or the Software License Agreement. If a provision in these Country Specific Terms does not specify that such provision applies to a section of the Universal Terms or the Software License Agreement, then such provision applies to the applicable section of the Universal Terms and the Software License Agreement. All other terms in the Agreement remain unchanged.

1. Asia Pacific

1.1 Australia. *The following is added at the end of the Virus Warranty; Conformance with Documentation Warranty subsection:* The warranties in this subsection are in addition to any rights Customer has under the Competition and Consumer Act 2010 or other applicable Australian legislation. Those warranties are only limited to the extent permitted by the applicable legislation. If JMP breaches a condition or warranty implied by the Competition and Consumer Act 2010, JMP's liability is limited, at JMP's option, to the repair or replacement of the Offering or the Software licensed by Customer pursuant to the Subscription (as applicable), or the supply of an equivalent Offering or Subscription (as applicable).

1.2 China Mainland. *The following is added at the end of the Payment subsection of the Universal Terms:* JMP does not accept cash payments. JMP's provision of an official tax receipt is not confirmation that Customer has paid the Fees. Customer's payment obligations are fulfilled when JMP receives payment in its designated bank account.

1.3 Indonesia. *The following is added at the end of the Termination subsection of the Universal Terms and the Termination section of the Software License Agreement:* Both parties waive the provision of Article 1266 of the Indonesian Civil Code that requires a court decree prior to terminating an agreement creating mutual obligations.

1.4 Malaysia. *The following subsection is added to the General section:* A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Agreement.

1.5 New Zealand. *The following subsection is added to the JMP Warranties and Disclaimers section:* **Consumer Guarantees.** If the Offering or Subscription (as applicable) is acquired for the purposes of a New Zealand business, the guarantees provided under the Consumer Guarantees Act will not apply.

1.6 Singapore. *The following subsection is added to the General section:* A person who is not a party to the

Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any term of the Agreement.

1.7 China, Korea, Japan, Philippines, and Thailand. *The following replaces the Applicability subsection:* This section does not apply to: (a) bodily injury and death; (b) liability arising from willful misconduct, gross negligence, or criminal offense; (c) the *Indemnification by JMP* section, (d) the *Indemnification by Customer* section, or (e) either party's violation of the other's intellectual property rights. JMP's liability will be reduced in the proportion in which the Customer's culpable action or omission contributed to the damage.

2. Canada and Latin America

2.1 Canada.

2.1.1 *If Customer is a Governmental Entity, the following replaces the Indemnification by Customer subsection of the Universal Terms and the Software License Agreement:* To the extent permitted by law, Customer will indemnify JMP for any claim made against JMP arising from or relating to Customer's violation of its obligations in the *Customer Responsibilities* section or the *Export and Import Restrictions* section of this Software License Agreement.

For the purposes of this section only, "**Governmental Entity**" shall mean, any federal, provincial, territorial, local, municipal, or other such entity, and any political subdivision thereof; any governmental, regulatory, or administrative agency, department, commission, ministry, body, board, bureau, instrumentality, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power; and any court or governmental or administrative or regulatory tribunal, of Canada.

2.1.2 *The following subsection is added to the General section:* **English Language.** The parties declare that they require that the Agreement, all notices, and any related documents be provided in English. *Les parties déclarent exiger que l'accord, tous les avis ainsi que tous documents qui s'y rattachent soient rédigés et fournis en anglais.*

2.2 **Chile.** *The following subsection is added to the General section: **Applicable Regulations.*** The parties represent that they have implemented internal policies to prevent violation of the Applicable Regulations. Both parties will comply with the Applicable Regulations and their internal policies and will cause their subcontractors to do the same. Customer will notify JMP in writing of any violation of Applicable Regulations of which Customer becomes aware. Either party may terminate the Agreement for breach of this subsection. For purposes of this subsection, “**Applicable Regulations**” means the Chilean Penal Code and Law No. 20,393 on criminal liability of legal persons.

2.3 **Brazil.**

2.3.1 *The following replaces the Applicability subsection:* This subsection does not apply to: (i) claims relating to bodily injury, including death, (ii) damages caused by a criminal act under criminal law; (iii) environmental damages; and (iv) damages or loss of profits caused by infringement of the other party’s intellectual property rights.

2.3.2 *The following is added to the end of the Exclusion of Damages and Limitation of Liability section:* The above exclusions and limitations have determined the price of the Offerings or Subscription (as applicable), and without these exclusions and limitations, the prices would be higher. The parties agree to this section in consideration of the rights in the *Indemnification by JMP* section and the Applicability subsection.

2.3.3 *The following subsection is added to the General section: **Corruption.*** The parties, their representatives, employees, consultants, agents, contractors and Users will not give, offer, pay, promise, or authorize the direct or indirect payment of money or anything of value to governmental authorities, consultants, representatives, partners or third parties, for the purpose of influencing any public official or government, or to assert any undue advantage, or to perform any action that violates anticorruption laws (Law 12.846 / 2013).

2.3.4 *The following is added to the end of the Data Protection and Personal Data subsection of the Universal Terms:* For any Brazilian Customers, the parties must comply with the data protection obligations described in the Universal Terms, as well as observe and comply with all the dictates of Brazilian General Data Protection Law (Law. 13.709/2018). In the event of conflict, the Brazilian General Data Protection Law (LGPD - Law. 13.709/2018)) will prevail.

2.4 **Peru.** *The following is added at the end of the Applicability subsection:* Except as expressly required by law without the possibility of contractual waiver, Customer and JMP intend that the limitation of liability in this *Exclusion of Damages and Limitation of Liability* section applies to damages caused by all types of claims and causes of action. In accordance with Article 1328 of

the Peruvian Civil Code, the limitations and exclusions specified in the *Limitation of Liability* subsection will not apply to damages caused by JMP’s willful misconduct (“dolo”) or gross negligence (“culpa inexcusable”).

3. **United Kingdom and Ireland**

3.1 **UK and Ireland.** *The following replaces the Limitation of Liability subsection:* The total amount Customer may recover from JMP for all claims arising from or relating to the Agreement is limited in the aggregate to 125% of the Fees or Subscription Fees (as applicable) Customer paid for the Offering or Subscription (as applicable) at issue during the applicable annual period in which the claim arose.

3.2 **United Kingdom.** *The following subsection is added to the General section: **Contracts (Rights of Third Parties) Act 1999.*** A person who is not a party to the Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any term of the Agreement.

4. **Middle East and Turkey**

4.1 **United Arab Emirates.** *The following subsection is added at the end of the General section: **Anti-Corruption Laws.*** Customer warrants that it will comply with all applicable anti-corruption laws, including laws enacted pursuant to the International Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United States Foreign Corrupt Practices Act, the United Kingdom Anti-Bribery Act, and any in-country national and local anti-corruption and gift laws.

Customer further warrants that it will not, either directly or through any other person, offer, give, promise to give or authorize the giving of money, loans, employment, favors, gifts, or anything of value to anyone for the purpose of obtaining or retaining business or securing any improper advantage related to the Agreement or any other JMP engagement. Neither Customer nor any of its owners, officers or directors, nor any individual acting on Customer’s behalf in connection with this Agreement holds, or has held in the last three years, a position in government or a government-owned or controlled entity. As the exclusive remedy for breach of this subsection, the non-breaching party may terminate the Agreement.

5. **Europe**

5.1 **Austria, Belgium, Czech Republic, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Romania, Slovenia, Spain, and Switzerland.** *The following replaces the Applicability subsection:* This subsection does not apply to: (a) liability arising from willful misconduct or gross negligence; (b) bodily injury and death; (c) the *Indemnification by JMP* section, the *Indemnification by Customer* section, or (d) either party’s violation of the other’s intellectual property rights. JMP’s liability will be reduced in the proportion in which the Customer’s culpable action or omission, if any, contributed to the

damage.

5.2 Austria, Germany, Switzerland.

5.2.1 *The following is added to the end of the Applicability subsection:* These limitations of liability do not apply to claims for compensation pursuant to the Product Liability Act.

5.2.2 *The following is added to the end of the Virus Warranty; Conformance with Documentation Warranty subsection:* The strict liability for defects already in existence upon conclusion of the Agreement is excluded. This subsection defines JMP's entire warranty obligations to Customer except as otherwise required by applicable statutory law.

5.3 **Czech Republic.** *The following subsection is added to the General section: Innominate Agreement.* The Agreement is entered into as an innominate agreement pursuant to section 1746 (2) of the Czech Civil Code.

5.4 France.

5.4.1 *The following is added to the end of the Limitation of Liability subsection:* This subsection will survive termination or rescission of the Agreement.

5.4.2 *The following is added to the end of the Governing Law subsection:* For any French Customers whose Agreement is subject to the French Public Procurement Code, the laws of France, excluding choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods, govern the Agreement.

5.4.3 *The following is added to the end of the Arbitration subsection:* For any French Customers whose Agreement is subject to the French Public Procurement Code, IF NO AMICABLE SETTLEMENT IS AGREED BY THE PARTIES, ARBITRATION DOES NOT APPLY AND THE EXCLUSIVE FORUM FOR ANY LITIGATION RELATING TO THE AGREEMENT WILL BE IN THE COURT OF PARIS, NOTWITHSTANDING ANY CROSS-CLAIM OR INSTRUCTION OF THIRD PARTIES, EVEN FOR EMERGENCY PROCEDURES OR PROVISIONAL, INCLUDING PROTECTIVE, MEASURES.

5.4.4 *The following is added to the end of the Languages section of the Universal terms:* For any French Customers whose Agreement is subject to the French Public Procurement Code, the parties enter into the Agreement in French and the French versions of the documents will prevail.

5.5 Germany.

5.5.1 *The following is added to the end of the Limitation of Liability subsection:* The parties agree that the Fees or Subscriptions Fees (as applicable) Customer has paid for the Offering or Subscription (as applicable) at issue during the applicable annual period will be sufficient to capture the typical damages for breach of agreements of a like kind foreseeable upon conclusion of the Agreement.

5.5.2 *The following is added to the end of the Applicability subsection:* These limitations of liability do not apply to claims for compensation pursuant to malicious intent or the absence of guarantees.

5.6 **Italy.** *The following subsection is added to the General section: Code of Ethics.* SAS has adopted a code of ethics ("**Code of Ethics**") and a model of organization, management and control in compliance with Legislative Decree n. 231/2001 ("**231 Model**"). A copy of SAS' Code of Ethics and 231 Model are available at <http://www.sas.com/offices/europe/italy/sas/csr/index.html>. Customer will comply with applicable portions of the Code of Ethics and 231 Model. Customer will notify JMP in writing of any violation of the Code of Ethics and/or 231 Model of which Customer becomes aware. If Customer or its personnel violate the Code of Ethics or 231, JMP may terminate the Agreement and retain the right to seek compensation for any damages.

5.7 **Romania.** *The following subsection is added to the General section: Uncustomary Clauses.* The parties confirm that before entering into the Agreement, they read, understood and agreed upon all terms, including any clauses that might be construed as "uncustomary clauses" as defined by article 1203 of the Romanian Civil Code.

Any Confidential Information disclosed in connection with arbitration remains subject to the *Confidential Information* section of the Universal Terms.

5.8 **Serbia.** *The following is added to the end of the Virus Warranty; Conformance with Documentation Warranty subsection:* Due to the potential damages Customer may suffer in the event of JMP's breach of its warranties, and taking into consideration the remedies available to Customer, Customer will not, to the extent permitted by applicable law, seek the remedy of specific performance.