# SOFTWARE MAINTENANCE AGREEMENT
(hereinafter the "Agreement")

This Cogniware Software Maintenance Agreement (called the "Agreement") governs Customer's acquisition of Cogniware software maintenance ("Software Maintenance"), which may also be referred to as maintenance and support subscription ("M&S"). Software Maintenance is provided only for those Eligible Programs licensed by Customer within its Enterprise. Acquisition of Software Maintenance in quantities greater than the number for which Customer is licensed does not create or imply any greater license authorization. An "Enterprise" in this Agreement is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. "Eligible Programs" are described below.

Cogniware has signed agreements with certain organizations (called "Cogniware Partners") to promote and market Software Maintenance offerings. When Customer orders Software Maintenance marketed to Customer by Cogniware Partners, Cogniware will provide Software Maintenance to Customer under the terms of this Agreement. Cogniware is not responsible for 1) the actions of Cogniware Partners, 2) any additional obligations they have to Customer or 3) any products or services that they supply to Customer under their agreements. In the event that Customer's Cogniware Partner is no longer able to market Software Maintenance, for any reason, Customer may continue to receive Software Maintenance under the terms of this Agreement by instructing Cogniware to transfer administration of Software Maintenance to either 1) another Cogniware Partner of Customer's choice (who may require Customer to first execute one of their agreements) who is approved to market Software Maintenance to Customer, or 2) Cogniware.

## I. Definitions

### "Cogniware"
Business company **Cogniware, s.r.o.**
With registered office at Karolinská 661/4, 186 00 Prague 8, Czech Republic.
Registered in Commercial Register kept by the Municipal Court in Prague under file no. C 224972.

ID:   02892081
Tax no.: CZ02892081
IBAN: CZ3655000000008128870001
SWIFT: RZBCCZPP

### "Customer"
(the Cogniware and the Customer hereinafter only the "Contracting Parties")

### "Proof of Entitlement" ("PoE")
Document providing evidence of Customer's eligibility to Software Support. The PoE is also evidence of Customer's eligibility for warranty and license. If Cogniware does not provide Customer with a PoE, then Cogniware may accept as the PoE the Purchase Contract, Contract of Work, Invoice, Original paid sales receipt or other sales record from the party (either Cogniware or its reseller) from whom Customer obtained the Software Maintenance, provided that it specifies the Program name and specifically states "Software Maintenance" or "Maintenance and Support Subscription" with clear indication of the Software Maintenance Period.

### "Eligible Program"
Unless otherwise provided by Cogniware, Eligible Programs are listed online at docs.cogniware.com. Any Program specified in the Proof of Entitlement with Software Maintenance specifically listed as well is considered Eligible Program.

### "Software Maintenance Period"
The Software Maintenance Period ("SMP") is the period of time in which the Customer may exercise their rights under this Agreement. The SMP is clearly marked in the PoE. If the starting date is not specifically set in the PoE the period starts on the first day of the month following the month in which the Eligible Product was made available to the Customer. If the ending date is not specifically set in the PoE it is the last day of the last Month of the Software Maintenance Period.

## II. Software Maintenance

2.1. Cogniware makes available to the Customer the most current commercially available version, release, or update to all of the Eligible Programs for which Customer acquires Software Maintenance under this Agreement, should any be made available. Customer's right to upgrade to a new version, release or update under this subsection may only be exercised during the Software Maintenance Period and expires at the end of the Period if Software Maintenance is not renewed.

2.2. Cogniware provides Customer technical assistance for Customer's routine, short duration installation and usage (how-to) questions; and code-related questions.

2.3. If the Software Maintenance was purchased from Cogniware Partner, Cogniware Partner is responsible for handling assistance specified in paragraph 2.2 of this Agreement.

2.4. Cogniware provides assistance always via Cogniware Service Desk (CSD) accessible at www.cogniware.com/support, if the service desk is unreachable via email address support@cogniware.com, to only Customer's information systems (IS) technical support personnel. This assistance is not available to Customer's end users. Additional requirements and guidelines of using the Cogniware Service Desk can be found directly at the CSD web site.

2.5. The Software Maintenance does not include an installation, implementation, management, update or upgrade of the Eligible Program only the guidance for these situations.

2.6. Software Maintenance does not include assistance for the design and development of applications, Customer's

use of Eligible Programs in other than their specified operating environment, or failures caused by products for which Cogniware is not responsible under this Agreement.

2.6. The Customer has the right to receive assistance in addressing individual technical problems relating to the Eligible Program (hereinafter only the "Incident"). Cogniware shall make the final determination as to what constitutes an Incident in its sole discretion.

2.7 Each request based on paragraph 2.6 must be delivered to Cogniware by submitting a request at Cogniware Online service desk accessible at www.cogniware.com/support . Alternatively, if the service desk is unreachable via email address support@cogniware.com. Cogniware will exercise the best effort to respond and solve the request as soon as possible.

2.8. Before submitting a request based on article 2.6 the Partner must try to resolve the Incident by:

2.6.1. Checking log files specified in Administration documentation for Eligible Program and resolving errors caused by external systems.

2.6.2. Exercising suggested solution for the Incident from Administration documentation for Eligible Program (if the Incident is mentioned).

2.6.3. Repeating the steps that lead to the Incident after complete reboot of supporting infrastructure.

2.6.4. Repeating the steps that lead to the Incident with new input data.

2.9. The Customer is entitled to install the Eligible Program for the purpose of internal testing and development. This entitlement is for non-production usage only and is subject to all applicable obligations and limitations for the Customer specified in the Product License Agreement.

2.10. The Customer can exercise their Rights under this Section only during the Software Maintenance Period.

### III. Charges and Payment

3.1. If Customer returns an Eligible Program for refund as allowed under its license terms, Cogniware or Customer's Cogniware Partner will terminate, and refund any charges paid for Software Maintenance ordered with the Program. Cogniware does not refund for Software Maintenance without the return of the associated Eligible Program.

3.2. When Customer acquires Software Maintenance from a Cogniware Partner, Cogniware Partner sets the charges and the terms governing charges. Customer will pay Customer's Cogniware Partner directly.

3.3. When Customer acquires Software Maintenance directly from Cogniware, charges for Software Maintenance during each Software Maintenance Period, called the Software Maintenance Charge, are invoiced in advance.

3.4. The Software Maintenance Charge may vary, depending on, for example, the Eligible Program or group of Eligible Programs, or level of use of the Eligible Program.

3.5. Cogniware may increase or decrease the Software Maintenance Charge without notice. An increase will not apply to Customer if Cogniware receives Customer's order for Software Maintenance before the announcement date of the increase. Customer receives the benefit of a decrease in the Software Maintenance Charge for amounts which become due on or after the effective date of the decrease.

3.6. When Customer acquires Software Maintenance directly from Cogniware amounts are due and payable upon receipt of invoice. Customer agrees to pay accordingly, including any late payment fee.

3.7. When Customer acquires Software Maintenance directly from Cogniware if any authority imposes a duty, tax, levy or fee, excluding those based on Cogniware's net income, upon Software Maintenance Cogniware supplies under this Agreement, then Customer agrees to pay that amount as specified in the invoice, unless Customer supplies exemption documentation.

### IV. Software Maintenance Transferability

4.1. Customer may transfer Software Maintenance only to an entity that is within Customer's Enterprise and located within the country in which Software Maintenance is acquired, provided that the entity receiving the Eligible Program agrees to the terms of this Agreement.

### V. Customer's Responsibilities

5.1. Customer will acquire Software Maintenance for the same level of use as that at which the Eligible Program is authorized. Partial coverage for a particular Eligible Program is not offered.

5.2. Customer is responsible for the results obtained from the use of the Software Maintenance.

5.3. Customer will, at Cogniware's request, allow Cogniware to remotely access Customer's system to assist Customer in isolating the software problem cause.

5.4. Customer remains responsible for adequately protecting Customer's system and all data contained in it whenever Cogniware remotely accesses it with Customer's permission to assist Customer in isolating the software problem cause.

5.5. Customer will provide sufficient, free, and safe access to Customer's facilities for Cogniware to fulfill its obligations.

5.6. Except as permitted by section 4. Software Maintenance Transferability above, Customer will not assign, or otherwise transfer, this Agreement or Customer's rights under this Agreement, or delegate Customer's obligations, without Cogniware's prior written consent. Any attempt to do so is void. The assignment of this Agreement, in whole or in part, within the Enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. Cogniware is also permitted to assign its rights to payments under this Agreement without obtaining Customer's consent. It is not considered an assignment for Cogniware to divest a portion of its business in a manner that similarly affects all of its customers.

### VI. Warranty for Software Maintenance

6.1. Cogniware warrants that Software Maintenance will be provided using reasonable care and skill. Customer agrees to provide timely written notice of any failure to comply with this warranty so that Cogniware can take corrective action.

6.2. The warranties will be voided by misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, or failure caused by a product for which Cogniware is not responsible.

6.3. **EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

6.4. Cogniware does not warrant uninterrupted or error-free provision of Software Maintenance or that Cogniware will correct all defects.

### VII. Changes to Agreement Terms

7.1. Cogniware may change the terms of this Agreement by giving Customer three months' prior written notice by letter or e-mail, either directly to Customer or through Customer's Cogniware Partner. These changes are not retroactive and apply, as of the effective date Cogniware specifies in the notice, only to new orders and renewals.

7.2. Otherwise, for a change to be valid, both of us must sign it.

### VIII. Termination and Withdrawal

8.1. Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

8.2. Cogniware may withdraw Software Maintenance for an Eligible Program by publishing a notice of withdrawal not less than 12 months prior to its effective date. If Cogniware withdraws Software Maintenance for which Customer has prepaid and Cogniware has not yet fully provided it to Customer, at its sole discretion Cogniware will either continue to provide Software Maintenance to Customer until the end of the current Software Maintenance Period or give Customer a prorated refund. Acquisition of Software Maintenance does not extend the period for which an Eligible Program is supported.

8.3. Notwithstanding anything to the contrary in this Agreement, if Cogniware terminates Customer's license for an Eligible Program due to Customer's breach of any of its terms, Cogniware may also concurrently terminate Software Maintenance for that Eligible Program. In this instance, Cogniware is not obligated to issue a refund or credit for any unused portion of Software Maintenance.

8.4. Cogniware may withdraw the Software Maintenance offering in its entirety on 12 months' written notice to all then current Software Maintenance customers by letter or e-mail.

8.5. Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to both of our respective successors and assignees.

### IX. Additional Terms

9.1. To assist Customer in isolating the cause of a software problem, Cogniware may ask Customer to (1) allow Cogniware to remotely access Customer's system or (2) send customer information or system data to Cogniware. Cogniware uses information about errors and problems only to improve its products and services and assist with its provision of Software Maintenance. Cogniware may use subcontractors and Cogniware Enterprise entities in other countries for these purposes, and Customer authorizes Cogniware to do so.

9.2. Customer remains responsible for (i) any data and the content of any database Customer makes available to Cogniware, (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and (iii) backup and recovery of the database and any stored data. Customer will not send or provide to Cogniware access to personal information and will be responsible for any reasonable costs and other amounts that Cogniware may incur

relating to any such information mistakenly provided to Cogniware or to the loss or disclosure of such information by Cogniware, including those arising out of any third party claims.

9.3. All information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement.

9.4. Each may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a ″user ID″) contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

9.5. This Agreement is the complete agreement regarding Customer's acquisition of Software Maintenance and replaces any prior oral or written communications between Customer and Cogniware concerning Software Maintenance. In entering into this Agreement, neither party is relying on any representation that is not specified in this Agreement including without limitation any representations concerning: 1) performance or function of any product or system, other than as expressly warranted in section 6 above; 2) the experiences or recommendations of other parties; or 3) results or savings Customer may achieve. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

9.6. Customer accepts the terms of this Agreement without modification by any one of the following means: to the extent permissible under applicable law, by ordering, using, or making payment for Software Maintenance or, where required by law, signing a transaction document. Software Maintenance becomes subject to this Agreement when Cogniware or Customer's Cogniware Business Partner accepts Customer's order or payment. Once in effect, 1) unless prohibited by applicable local law or specified otherwise, any reproduction of this Agreement made by reliable means (for example,

photocopy, electronic scan or facsimile) is considered an original and 2) Software Maintenance Customer orders under this Agreement is subject to it.

9.7. Eligible Programs to which this Agreement applies are licensed under the Program License Agreement ("PLA") unless otherwise specified by Cogniware. A copy of the PLA is provided with each Program in the Eligible Program's directory or in a library identified as ″License,″ a booklet, or on a CD. Sections of the PLA entitled ″Licensee Data and Databases,″ ″Limitation of Liability,″ ″Compliance Verification,″ ″General,″ and ″Geographic Scope and Governing Law,″ including any associated Country-unique Terms applicable to those sections are also part of this Agreement, subject to the following changes:

a) The terms ″Program″ and ″Program license(s)″ are replaced by the term ″Software Maintenance″
b) The term ″Licensee″ is replaced by the term ″Customer″
c) The phrase ″the laws of the country in which Customer acquired the Program license″ in the Governing Law subsection is replaced by ″the laws of the country in which Software Maintenance is acquired″
d) The statement, ″All of our rights, duties, and obligations are subject to the courts of the country in which Customer acquired the Program license″ in the Jurisdiction subsection is replaced by the statement, ″All rights, duties, and obligations of each of the parties are valid only in the country in which Software Maintenance is acquired or, if Cogniware agrees, the country where Software Maintenance is used.″
e) Capitalized terms used but not defined in this Agreement have the meaning given to them in the PLA.

9.8. This Agreement has one Attachment: Country Specific Terms. This attachment is an integral part of the Agreement.

# Country Specific Terms
### (Attachement 1 to the Software Support Agreement)

**AMERICAS**

*The following terms apply to **all Americas countries (except Brazil, Canada** and the **United States)** unless a specific country term states otherwise:*

### III. Charges and Payment

*In section III the paragraph 3.6 is replaced as follows:*

3.6. Amounts are due upon receipt of invoice and payable as Cogniware specifies in a transaction document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

   (a) As long as the country operates in a free currency exchange market, Customer and Cogniware agree that Cogniware will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in a transaction document on the date payment is made.

   (b) If the government of a country establishes any restriction or limitation on its free currency exchange markets, Customer agrees to make payments to Cogniware in US dollars to a bank account in New York, NY, USA, designated by Cogniware in the transaction document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law, Customer agrees to pay the amount indicated in the transaction document in country national currency, calculated at the official exchange rate which is in use for the remittance of dividends and net earnings to foreign investors outside the country.

Customer agrees to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid.

***All additional terms apply to the referenced country.***

**BRAZIL**

### III. Charges and Payment

*Paragraph 3.5 is replaced as follows:*

3.5. Cogniware may increase charges for Software Maintenance provided under this Agreement. Cogniware's ability to increase such charges is subject to the requirements of Brazilian law.

*Paragraph 3.6 is replaced as follows*

3.6. Amounts are due upon receipt of invoice and payable in local currency as Cogniware specifies in a transaction document. Customer agrees to pay accordingly, including any late payment fee. Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the rate of one percent per month, both calculated "pro rata die." The

late payment fee is calculated against the resultant delinquent amount at the following rates:

   (a) if payment is made between the 31st day and the 60th day from invoice date, a two percent late payment penalty applied to the resultant delinquent amount, or

   (b) if payment is made 61 or more days from invoice date, a ten percent late payment penalty applied to the resultant delinquent amount.

*The following is added as paragraph 3.8.:*

Amounts due are expressed in local currency.

*The following is added as paragraph 3.9.:*

The charges for Software Maintenance acquired under this Agreement are inclusive of all applicable taxes that are Cogniware's responsibility on the base date established in a transaction document. The parties agree that Cogniware will adjust the charges accordingly should any of the following occur:

   (a) any change is made to the rate, form or base of calculation, form of payment, classification or taxes levied on the Software Maintenance or on their costs,

   (b) a new applicable tax is created,

   (c) any change is made to any other legal aspect related to the taxes applicable on the base date,

   (d) any change is made to the origin or to the delivery location for the Software Maintenance,

   (e) any change is made to the location where Services are to be provided, or

   (f) any change is made to the manner in which Services are marketed.

### VII. Changes to Agreement Terms

*The following replaces this section in its entirety:*

7.1. In order to maintain flexibility in our business relationship, the terms of this Agreement may be changed upon execution of an amendment and the changes shall apply as of the effective date specified in the amendment. They apply only to new orders, on-going transactions that do not expire, and transactions with a defined renewable contract period. For transactions with a defined renewable contract period, Customer may request that Cogniware defer the change effective date until the end of the current contract period.

### VIII. Termination and Withdrawal

*The words "or e-mail" in the fourth paragraph of this section are deleted.*

### IX. Additional Terms

**In the paragraph 9.6.:**
*In the sentence, which begins with "Customer accepts the terms...," the following phrase is deleted:*

"any one of the following means: to the extent permissible under applicable law, by ordering, using, or making payment for Software Maintenance or, where required by law,"

*In the sentence, which begins with "Software Maintenance becomes subject to this Agreement...," the phrase "accepts Customer's order or payment" is replaced by the following phrase:*

"accepts Customer's order by signing it."

**ANGUILLA, ANTIGUA AND BARBUDA, ARUBA, BAHAMAS, BARBADOS, BERMUDA, BRITISH VIRGIN ISLANDS, CAYMAN ISLANDS, DOMINICA, GRENADA, GUYANA, JAMAICA, MONTSERRAT, NETHERLANDS ANTILLES, SAINT KITTS AND NEVIS, SAINT LUCIA, SAINT MARTIN, SAINT VINCENT AND THE GRENADINES, SURINAME, TRINIDAD AND TOBAGO, TURKS AND CAICOS ISLANDS, BELIZE, BOLIVIA, COSTA RICA, DOMINICAN REPUBLIC, EL SALVADOR, HAITI, HONDURAS, GUATEMALA, NICARAGUA, PANAMA, AND PARAGUAY**

**ASIA PACIFIC**

**AUSTRALIA**

**III. Charges and Payment**

*The following paragraph is added after paragraph 3.7.:*

3.8. All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

*The following paragraph replaces paragraph 3.7. in its entirety:*

3.7. When Customer acquires Software Maintenance directly from Cogniware if any government or authority imposes a duty, tax (other than income tax), levy, or fee, on the Agreement or on the Software Maintenance itself, that is not otherwise provided for in the amount payable, Customer agrees to pay it when Cogniware invoices Customer. If the rate of GST changes, Cogniware may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

**VI. Warranty for Software Maintenance**

*The following paragraph is added as the first paragraph of this section:*

The warranties specified in this section are in addition to any rights Customer may have under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation.

**HONG KONG SAR, MACAU SAR, AND TAIWAN**

*As applies to transactions initiated and performed in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with the following:*

*(1) In Hong Kong SAR: "Hong Kong SAR"*

*(2) In Macau SAR: "Macau SAR" except in the Governing Law clause (section 14.1)*

*(3) In Taiwan: "Taiwan."*

**INDONESIA**

**VII. Termination and Withdrawal**
*The following paragraph is added between the first and second paragraphs:*

7.1a We both waive in this regard, the provision of article 1266 of the Indonesian Civil Code to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

**JAPAN**

**VIII. Termination and Withdrawal**
*The following paragraph is added to this section:*

8.6. When all or a substantial portion of either party's assets, credits or business are so changed as to make continued performance of that party's obligations impracticable or impossible, the other party may terminate this Agreement with prior notice.

**NEW ZEALAND**

**VI. Warranty for Software Maintenance**
*The following paragraph is added as the first paragraph of this section:*

The warranties specified in this Part are in addition to any rights Customer may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which Cogniware provides, if Customer requires the goods or services for the purposes of a business as defined in that Act.

**EUROPE, MIDDLE EAST, AFRICA (EMEA)**
**EUROPEAN UNION MEMBERS**

**VI. Warranty for Software Maintenance**
*For European Union Member States the following is added to Section 6:*

6.5. In the European Union, consumers have legal rights under applicable national legislation governing the sale of consumer goods and services. Such rights are not affected by the provisions set out in this Section 6 Warranty for Software Maintenance.

**AUSTRIA**

**VI. Warranty for Software Maintenance**

*This Section VI. Warranty for Software Maintenance is amended as specified for GERMANY.*

**FRANCE**

**3. Charges and Payment**

*The following is added to the end of paragraph 3.6.:*

If Customer disagrees with the increase, Customer may terminate the transaction by notifying Cogniware, in writing, within fifteen days after the date of Cogniware's notification to Customer of the increase.

**GERMANY**

**VI. Warranty for Software Maintenance**

*For **Germany** (and **Austria**) the following replaces Section **VI. Warranty for Software Maintenance** in its entirety.*

6.1. Cogniware warrants that Software Maintenance will be provided using reasonable care and skill. Customer agrees to provide timely written notice of any failure to comply with this warranty so that Cogniware can take corrective action. Cogniware will remedy any defects covered by warranty, of which written notice has been given by Customer. If a defect is not remedied within a reasonable period of time, Customer may with respect to that defect, at Customer's choice, either request a reduction of price, or, if the value or the serviceability of the work is substantially impaired, instant termination (″Kündigung″) of this Agreement. In case of minor defects or deviations, Customer shall not be entitled to terminate the Agreement.

6.2. The warranties will be voided by misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, or failure caused by a product for which Cogniware is not responsible.

6.3. Without prejudice to Customer's rights under other warranty provisions of the Agreement, Cogniware does not warrant uninterrupted or error-free provision of Software Maintenance or that Cogniware will correct all defects.

**IRELAND and UNITED KINGDOM**

**VI. Warranty for Software Maintenance (Ireland only)**

*The following paragraph is added:*

6.5. Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (the ″1980 Act″), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, Section 39 of the 1980 Act).

**Entire Agreement**

*The following sentence is added to the paragraph 9.5.:*

"Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud."