

Cloud Services TERMS OF USE

28 January 2022

We, Temenos Headquarters Switzerland S.A. (“we”, “our”, “us” or “Temenos”) and any of our group companies operate certain Temenos Services (defined below). We are a company registered in Switzerland under company number CH-660.0.327.994-5 and our registered office is at 2 Rue de L’Ecole-de-Chimie, 1205 Geneva, Switzerland.

This is a legal agreement between you or the legal entity you represent (“you” or “your”) and Temenos setting out the legal terms that govern your use of the Temenos Services. You should read these terms and conditions carefully before you access our Services, as by using the Services you are confirming that you accept these terms and conditions and that you will comply with them. If you don’t accept these terms and conditions you should not use these Services.

By clicking a box indicating acceptance or using the Services, You accept the terms of this Agreement on behalf of the company or other legal entity you represent. You represent that you have full legal authority to accept the terms and conditions of this Agreement on behalf of such company or other legal entity, and to legally bind such company or other legal entity.

Any capitalized terms used in the Agreement are defined in Section 1 below.

1. Definitions:

- 1.1. Affiliate means any entity controlled by Temenos, controlling Temenos, or under common control with Temenos and for the purposes of this definition “control” shall exist through direct ownership of more than fifty per cent (50%) of the nominal value of the issued equity share capital or of more than fifty per cent (50%) of the shares entitling the holders to vote for the election of directors or persons performing similar functions or to rights by any other means to elect or appoint directors or persons who collectively may exercise such control or through indirect ownership of all of the issued equity share capital.
- 1.2. Agreement means these terms and conditions and, if applicable, any additional specific terms governing use of certain Services and Software which are published on the Site(s).
- 1.3. Confidential Information means all confidential, non-public or proprietary information, regardless of how the information is stored or delivered on or after the date of this Agreement relating to the Services and the Software, including without limitation data, know-how, formulae, processes, designs, photographs, drawings, ideas, specifications, software programs, models, algorithms, samples and any other material or documentation bearing or incorporating any of this information.
- 1.4. Content means any Temenos content or materials available in connection with the Services through the Site(s).
- 1.5. Documentation means the technical documentation, user guides and specifications relating to the applicable Services and/or Software.
- 1.6. Force Majeure Event means any failure or delay of performance under an Agreement if caused by any cause beyond Temenos’ reasonable control including without limitation an act of war, hostility, or sabotage; an act of God; pandemic; electrical, internet, satellite, data transmission, networking infrastructure or telecommunication failure or outage; or an act or order of government.
- 1.7. Intellectual Property Rights means all current and future copyrights, patents, trademarks (whether or not registered), or rights in databases, or rights in models and algorithms, inventions, or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant jurisdiction.
- 1.8. Personal Data means any information or data relating to an identified or identifiable natural person or a legal person where data protection law applies to such legal person.
- 1.9. Sanctions means any sanction, regulation, statute, official embargo measures or any ‘specially designated nationals’ or ‘blocked persons’ lists, or any equivalent lists maintained and imposed by the

United Nations, the European Union, Switzerland, the Republic of Singapore, Hong Kong, the United States Department of Treasury (Office of Foreign Assets Control), or any replacement or other regulatory body, in each case enforcing economic and/or trade sanctions legislation in such country or by any supranational or international governmental organization.

- 1.10. Services means the cloud services made available to you by Temenos through your registered cloud account under this Agreement.
- 1.11. Site(s) means the Temenos website at www.temenos.com and any related site operated by Temenos.
- 1.12. Site Terms means Temenos website terms and conditions on www.temenos.com
- 1.13. Software means the underlying software hosted by Temenos and any software made available for download and/or for use by you (if any) through the Services.
- 1.14. Temenos Service Desk means the help desk system provided by Temenos to its clients for the requesting and provision of support related to Temenos software and services.
- 1.15. Your Data means any and all data and information including text and image files, software and any other materials submitted by or on behalf of You through the use or access of the Services.

2. Changes to Agreement

We may make changes to this Agreement from time to time. You should therefore check this Agreement regularly to see whether any changes have been made, as these will be binding on you if you continue to use the Software and/or Services.

3. Temenos Services

- 3.1. Temenos will provide you with access to certain Services and Software which should not be shared with or transferred to any third party. Access to the Services is limited to registered users only.
- 3.2. Your use of the Services and Software shall be on a personal, non-exclusive, non-transferable, revocable basis solely for internal development and testing purposes related to the Temenos banking software. You may only use the Services in accordance with the applicable documentation. Any production or commercial use of the Services, the Software or Documentation is explicitly prohibited under this Agreement. In particular, You agree not to use the Services for processing any transactions, payments or close of business processing.
- 3.3. You may not decompile, reverse engineer, disassemble or attempt to derive the source code of any software or security components of the Services or the Software.
- 3.4. You shall not access the Services or Software in order to (a) build a competing product or service; or (b) copy any features, functions or graphics of the Services or Software or (c) perform any benchmark, security testing or performance testing of the Services or Software.
- 3.5. You do not acquire any right or license to the Services or any underlying software to such services in excess of the scope or duration of the Services stated in this Agreement.
- 3.6. We do not guarantee that access to our Software or the Services will always be available or uninterrupted. We may change or discontinue any of the Services at any time. The Services are not designed to be storage services. You agree that we have no obligation to store, maintain or provide you a copy of Your Data or any content or information that you or others provide, except to the extent required by applicable law.
- 3.7. We reserve the right to change our Services, including without limitation by adding or removing Services or functionality, at any time. We have made reasonable efforts to maintain our Services but we cannot guarantee that all Services is accurate, complete or up to date. We therefore make no warranties, representations, undertakings or guarantees that the Services on our Site are accurate, complete or up to date. We make no warranties, representations, undertakings or guarantees that our Services will be free from errors or omissions.
- 3.8. We reserve the right to refresh the Services at any time and also in cases of any updates/critical changes/scheduled maintenance. A schedule for updates to the Services may be shared with you via any communication (e.g by email or on the Site) at our sole discretion.
- 3.9. We make no warranties, representations, undertakings or guarantees that our Services are secure or free from bugs or viruses. You are responsible for ensuring that the device from which you access the Services has suitable anti-virus software in place.

3.10. If you need any assistance with your access to the Services or wish to report bugs, please use the Temenos Service Desk and Temenos will use reasonable endeavours to assist you.

3.11. Content made available through the Site(s) is subject to the Site Terms.

4. Requesting access and security requirements

4.1. You may apply to access the Services by registering for a user account. Your application details must contain accurate contact information for you and you agree to notify us of any changes.

4.2. You are responsible for maintaining the confidentiality of any security certificate, ID and password used to access the Services and for any activity in relation to your account. Your user account must not be used or accessed by any other person and you may not share or transfer your ID, password or account details with any other person. If you believe the security of your credentials may have been compromised you agree to notify us immediately through the Temenos Service Desk.

4.3. We reserve the rights to decline your request for a user account and to terminate your access to the Services at any time at our sole discretion without giving any reasons. If your account is unused for more than ninety (90) days we may close your account. We may also decline your request or terminate your access due to Sanctions.

5. Non-Disclosure and Intellectual Property Rights

5.1. You acknowledge that the Software and Services and the results and any feedback from any usage of the Software and Services contain confidential, secret and valuable information of Temenos and its Affiliates. You agree that you shall not reproduce, sell, transfer, publish, disclose, display or otherwise make available to third parties Confidential Information or other proprietary information of Temenos and its Affiliates. Temenos shall be free to exploit any feedback, information or suggestions provided by you.

5.2. You agree to secure and protect the Confidential Information and to take appropriate measures to ensure such under the terms of this Agreement. You shall promptly notify Temenos if you becomes aware of any breach of confidentiality or security relating to the Software or the Services. You further agree that you will use your best efforts to assist Temenos and its Affiliates in identifying, preventing and investigation of any use or disclosure of any Confidential Information.

5.3. You recognise that the Software, the Services and any reproductions, corrections, updates, modifications, and developments thereto together with any names, brand names and trademarks used by Temenos are the Intellectual Property Rights of Temenos, its Affiliates and its suppliers (as applicable). Nothing herein shall grant any licence or rights to use, publish or exploit the Software, Services, Documentation and any reproductions, corrections, updates, modifications, and developments thereto and the Intellectual Property Rights therein other than as expressly provided for in this Agreement. You do not obtain any rights to use the Temenos name, brand names, trademarks and logos under this Agreement.

5.4. Any third party products or services or information related thereto provided by Temenos to you as part of the Services may be accompanied by their own terms of use or licensing terms, in which case such terms shall govern that particular third party service or software. Mention of third party products or services in any Documentation is for informational purposes only and constitutes neither an endorsement nor a recommendation. Temenos shall have no responsibility with regard to the selection, performance or use of these vendors, third parties, products or services.

6. Your Obligations

6.1. You may only use our the Services for lawful purposes and in compliance with all applicable laws, including without limitation data protection and privacy laws, laws relating to copyright of software and content and laws relating to unsolicited commercial electronic messages.

6.2. You shall ensure your use of the Services is free from defects, viruses or other restrictions that would erase data or cause the Services or hardware or otherwise harm or interfere with Temenos or other user's hardware or allow unauthorised access into the Temenos or any user's systems or hardware.

6.3. You shall not: (i) use the Services in any way prohibited by law, regulation, governmental order or decree; to send spam or otherwise duplicative or unsolicited messages, or to distribute malware; (ii) use the Services to send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or which violates the privacy rights of individuals; (iii) interfere with or disrupt the integrity or performance of the Services or the Software

contained therein; or (iv) attempt to gain unauthorized access to the Services or related systems or networks.

- 6.4. You are solely responsible for obtaining any necessary tools required to access the Services and to ensure you maintain an internet connection allowing you to access the Services.
- 6.5. You agree to make reasonable use of the Services as required for internal purposes only. Temenos may set limits for use of the Services in its sole discretion. We have the right to monitor usage of the Services and to suspend your access without notice to you if we consider (at our sole discretion) your use unreasonable or excessive.
- 6.6. You shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party.
- 6.7. You will defend, indemnify and hold Temenos (including its group companies) harmless from and against any claim, demand, cause of action, debt or liability (collectively, Claim) by a third party that Your Data provided under this Agreement infringe any third party Intellectual Property Rights.

7. Privacy and Security

- 7.1. The use of the Services by you is subject to this Agreement and the Privacy Policy published on the Site. As the Services are provided for development and testing purposes only, you shall not submit, store, capture, transmit or process any of your or your employer's confidential or business sensitive data or Personal Data contained in the Your Data through or to the Services. Temenos has no responsibility for the accuracy, quality, integrity, legality or reliability of Your Data. Temenos shall only process Your Data for the provision of the Services to you.
- 7.2. In order to improve the Services, Temenos may collect certain usage statistics and feedback relating the Site including but not limited to information on how the Services are being used. Such data is examined in the aggregate without containing any of Your Data.
- 7.3. If any Personal Data in Your Data is processed through the use of the Services Temenos may suspend your access to the Services. If Personal Data in Your Data is processed through the Services (i) you or your employer shall at all times remain the data controller and responsible for such Personal Data in Your Data used in relation the Services (ii) Temenos and its suppliers are data processor or sub-processors of such Personal Data in Your Data only for the purposes of provision of the Services and (iii) Temenos shall require that such Personal data is deleted or otherwise removed from the Services.
- 7.4. You shall comply with any security policy or requirements provided by Temenos. You shall not use the Services in any way prohibited by law, regulation or governmental order or to send spam or distribute malware. You shall not use the Services to store, process or distribute any infringing, obscene, threatening or otherwise unlawful materials. You shall not interfere with or disrupt the integrity or performance of the Services or the data contain within such Services, or attempt to gain unauthorised access to the Services or its related systems or networks. You shall indemnify and hold harmless Temenos, its Affiliates and any hosting provider used in the provision of the Services for all claims, actions, proceedings, costs, expenses, damages or other losses suffered by Temenos, its Affiliates or its hosting provider arising out of your use of the Services in breach of this Agreement or reasonable instruction from Temenos.

8. Our Liability to You

- 8.1. Nothing in this Agreement limits or excludes our liability to you for any matter for which we are not permitted by law to exclude or limit our liability.
- 8.2. THE SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND THE SERVICES AND SOFTWARE ARE SUBJECT TO CHANGE AT ANY TIME. THE SERVICES AND SOFTWARE ARE NOT WARRANTED TO WORK IN CONJUNCTION WITH ANY OTHER PRODUCTS OR SERVICES, INCLUDING OTHER PRODUCTS PROVIDED BY TEMENOS, ITS SUPPLIERS OR PARTNERS. ANY USE OF THE SERVICES AND SOFTWARE IS AT YOUR OWN DISCRETION AND RISK. TEMENOS DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TEMENOS, ITS AFFILIATES AND ANY SUPPLIERS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU OR YOUR EMPLOYER, INCLUDING ANY LOSS OF DATA, DATA USE, BUSINESS, PROFITS, REVENUE OR BUSINESS INTERRUPTION WHETHER TEMENOS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSSES.

9. Termination

- 9.1.** This Agreement shall be effective from when you accept these terms of use when you register to access the Services and the Agreement shall remain in effect until: (i) you cease using the Services and close your account or (ii) Temenos gives you notice of its intention to terminate your access to the Temenos Services. If after expiry or termination of the Agreement, you require any or Your Data stored within the Services (if any), you shall provide a written request of such within ten days' of expiry or termination of the Agreement. Temenos will provide a copy of Your Data within sixty days, subject to agreement between the parties of payment of the applicable professional service fees. If you do not provide a written request to Temenos, Temenos shall be under no obligation to maintain Your Data and shall be entitled to delete all Your Data in its systems or otherwise in its possession or under its control. The provisions of Sections 4, 5, 6.7, 6, 8, 9 and 11 shall survive the termination of this Agreement.
- 9.2.** Your right to use the Services may be immediately terminated by Temenos by suspending access by you to the Services if you:
- i. violate or attempt to violate the confidentiality or security of the Services or the Software or part thereof which shall include any violation of the provisions set out in Sections 4, 5 and 7; or
 - ii. in any other way misuse the Services, Software or Content or breach the terms of this Agreement; or
 - iii. We become aware the Services or any underlying systems use to provide them are suffering or about to suffer a threat to the security or functionality thereof.

10. Entire Agreement

- 10.1.** Except as set forth in Clause 10.2, this Agreement, the Site Terms and any other documents referenced in it constitute the complete and exclusive agreement between the parties as to the subject matter and supersedes all previous agreements, negotiations, understandings and discussions of the parties.
- 10.2.** To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form signed between Temenos (or its Affiliate) and the company or other legal entity you represent, the terms of such Order Form or Addendum shall prevail.
- 10.3.** Where there is a written agreement for services signed between Temenos (or its Affiliate) and the company or other legal entity you represent which makes available to you the same software and /or services for production usage as provided hereunder, such signed written agreement shall govern the use of the Services and the Software and prevail over the terms and conditions of this Agreement.

11. General Terms

- 11.1.** The construction validity and performance of this Agreement shall be governed exclusively by the laws of Switzerland and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Geneva Courts.
- 11.2.** You may not assign or transfer this Agreement, in whole or in part, to any person or entity without our prior written consent. Temenos may assign this Agreement to any Affiliate without requiring any consent provided it informs you of such assignment by email or a notice on the Site.
- 11.3.** Members of the group of companies of which Temenos is a party shall be third party beneficiaries to this Agreement and such companies shall be entitled to directly enforce and rely upon any provision of this Agreement that confers a benefit on or rights in favour of them. Other than this, no other person, or company shall be third party beneficiaries of this Agreement.
- 11.4.** Waiver. No failure or delay by either party in exercising any right under the Agreement shall constitute a waiver of that right.
- 11.5.** Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.
- 11.6.** Force Majeure Event. Temenos will not be responsible or liable for any unavailability, failure or delay of performance of its obligations under the Agreement if caused by a Force Majeure Event.
- 11.7.** You confirm that You and the company or legal entity you represent are not subject to Sanctions. You shall comply with all applicable Sanctions and Export Controls in your use of the Services and the

Software. Notwithstanding anything to the contrary, nothing in this Agreement is intended, and nothing should be interpreted as requiring Temenos to act (or refrain from acting) in any manner which is contrary to or risks being inconsistent with any Sanctions and Export Controls.

- 11.8.** Further assurance. Each Party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to the Agreement.
- 11.9.** Notices: Notices shall be sent in writing by mail or courier in the English language addressed to: Temenos Headquarters S.A., 2 Rue de L'Ecole-de-Chimie, 1205 Geneva, Switzerland.
- 11.10.** Any notices, advisories, information and updates provided by Temenos may be sent electronically to You via the Site(s) or to the email address provided by You with your account. For the avoidance of doubt, any notice received by you shall also be deemed to have been received by the company or legal entity you represent.