SOFTWARE LICENSE SCHEDULE

This Offering Schedule (**"Software License Schedule"**) applies to Temenos Software licensed by Temenos to Client, and supplements and is incorporated by reference into the Enterprise Terms. Terms defined in the Enterprise Terms apply to this Software License Schedule.

1. Additional Definitions

1.1 The following terms apply to this Schedule unless the context requires otherwise:

"Authorized Site(s)" means the country/ies and locations of the data centers in which the Temenos Software is installed. The Authorized Sites are identified in the Order Form

"Development" means any development or modification to the Temenos Software, made by Temenos or a Temenos Affiliate at the Client's request.

"Malicious Code" means a virus, worm, time bomb, trojan horse, ransomware or other harmful or malicious code, file, script, agent, or program.

"Software Fix" has the meaning given in the Support Policy.

"Temenos Software" means Temenos software comprised of the computer program modules as preconfigured by Temenos in executable code, Temenos software interface modules and the Developments listed in the applicable Order Form. Temenos Software does not include a) stand-alone modules or subsystems or modifications developed by a party other than Temenos, or b) Client Materials, or c) Third Party Components.

"Updates" means, collectively, Software Fixes, Upgrades and Main Releases released by Temenos to Client.

"Upgrade" or **"Main Release"** has the meaning given in the Support Policy for Temenos Software.

"Use" means copying or loading any portion of the Temenos Software from storage units or media for the processing of data by the Temenos Software, or the operation of any procedure or machine instruction utilizing any portion of either the computer program or instructional material supplied with the Temenos Software, including by remote access. Use is strictly limited to the type of operations described in the Documentation solely to process the Client's own business and that of the Permitted Client Affiliates. Use specifically excludes any service bureau or time-share services to any third parties without prior written consent by Temenos and is contingent upon the payment by the Client of additional mutually agreed fees.

2. Provision of Software

2.1 Subject to the Client's compliance with the Agreement and payment of applicable Fees, Temenos shall deliver the Temenos Software and related Documentation to the Client.

2.2 **License to Use**. Temenos hereby grants to the Client a limited, non-exclusive, non-transferable (except as provided in Section 17.3 (Assignment) of the Enterprise Terms), license to Use the Temenos Software, including any Updates thereto, and the related Documentation during the Term to process the Client's own business and that of the Permitted Client Affiliates (if any).

2.3 **Back-up Copies**. The Client may hold and use a reasonable number of back-up copies of the Temenos Software for contingency and disaster recovery purposes, may periodically test such copies, and may make a copy of the Temenos Software and Documentation available to its third party contingency and disaster recovery support provider, provided that it has secured a confidentiality undertaking from such third party substantially equivalent to the terms set out in Section 14 (Confidentiality) of the Enterprise Terms. The Client shall reproduce and include Temenos' trademarks, copyrights, and other proprietary notices on all full or partial copies of the Temenos Software.

2.4 Except as permitted by Section 2.3, the Client shall not copy any portions of the Temenos Software. The original, and any copies of the Temenos Software, or any part thereof, any Developments, Updates, Software Fixes constitute Temenos IP and remain the exclusive property of Temenos.

3.   Support Services

3.1   Subject to the Client's compliance with the Agreement and payment of applicable Fees, Temenos shall provide the Client:

(a)   all Updates released by Temenos for production instances of the Temenos Software; and

(b)   the Support Services set out in an Order Form in respect of the Authorized Site(s) for the Support Term in accordance with the Support Policy for Temenos Software available at: https://www.temenos.com/legalcenter/.

3.2   The Client may change an Authorized Site to a different location within the same country by providing Temenos with fifteen (15) days' written notice. The Client may only transfer an Authorized Site to a country outside the original country, subject to Temenos' prior written consent.

4.   Third-Party Components and Client Materials

4.1   Third-Party Components are licensed to the Client on a non-exclusive, non-transferable and non-sub-licensable basis subject to terms and conditions and restrictions set out in the applicable Order Form, Product Specific Terms or separate third party terms and conditions.

4.2   Third-Party Components will be subject to the support policy of the Third-Party Component supplier, including any relevant support period. Where Temenos is providing Support Services, Temenos will endeavor to resolve any issues with the licensed Third Party Components(s), including by acting as the administration point and coordinating any response where escalation of the call to the third party supplier is necessary to obtain satisfactory resolution. Temenos makes no undertakings as to the service commitments of any third party supplier, including suppliers of any Third-Party Component.

4.3   Client is responsible for all Client Materials including, without limitation, for procuring any hardware and third party software in accordance with the applicable third party pre-requisites and requirements. Temenos will not be responsible for Temenos Software issues caused by Use of the Temenos Software with hardware and software that does not meet those requirements.

5.   Warranties

5.1   **Temenos Warranties**. Temenos warrants that:

(a)   the Temenos Software will materially perform the functions specified in the Documentation for a period of twelve (12) months from its delivery to the Client.

(b)   Temenos will perform the Support Services materially in accordance with the Support Policy for Temenos Software available at https://www.temenos.com/legalcenter/.

5.2   The Client shall notify Temenos of any claim under the warranties in Section 5.1 within ten (10) days of becoming aware of a breach of warranty. The Client's exclusive remedy and Temenos' entire liability for a breach of warranty shall be for Temenos to:

(a)   provide replacements or coding changes to any non-conforming part of the Temenos Software within a commercially reasonable period after receiving written notice of non-conformance; or

(b)   re-perform the applicable Support Services at no additional charge.

5.3   Temenos will not be deemed to breach any warranty, and the foregoing remedies shall not apply, if the alleged breach has been caused by:

(a)   any use that is contrary to the Agreement or Documentation;

(b)   any modification to the Temenos Software not performed by Temenos;

(c)   the Client operating on a Main Release older than two (2) prior Main Releases; or

(d)   Malicious Code introduced by the Client, Client Affiliate or a User.

6. Monitoring and Suspension

6.1 **Compliance Monitoring**. For purposes of verifying the Client's compliance with the Agreement, including Fees payable, Temenos may audit the Client's use of Temenos Software at all reasonable times and with Client's reasonable assistance. Audits shall not unreasonably interfere with the Client's normal business operations. Each Party shall bear its own costs unless an audit identifies a breach of the Agreement, in which case the Client shall be liable for all costs. Client shall provide Temenos with full cooperation and assistance for the purpose of audits, including provision of access, information and documentation reasonably requested by Temenos. The Client agrees to pay Temenos within thirty (30) days of written notification any additional Fees applicable to its Use of the Temenos Software in excess of the license rights granted.

6.2 **Suspension of Support Services**. If any charge owing by the Client is thirty (30) days or more overdue, Temenos may, without limiting its other rights and remedies, suspend the Support Services until such amounts are paid in full.

7. Term & Termination

7.1 The Term of the license for the Temenos Software shall be as set out in the Order Form, unless terminated earlier in accordance with the terms of the Agreement.

7.2 Upon expiration or termination of the Agreement, all rights of the Client to the Temenos Software (and any other materials provided by Temenos) will cease and the Client will immediately:

(a) return to Temenos the Temenos Software together with all copies, Documentation and any other materials provided by Temenos; and

(b) purge all copies of the Temenos Software and other materials from its Authorized Site(s) and CPUs and from any storage device.

7.3 If an Agreement for Temenos Software and/or Support Services is terminated prior to the expiry of the Term by Temenos due to a material breach or non-compliance by the Client, non-payment of Fees or insolvency, all Fees due until the end of the Term shall be paid in full to Temenos by way of early termination fee and not penalty. Such payment shall not prohibit Temenos from claiming any other damages, costs, expenses or losses resulting from such early termination of the Agreement.

8. Escrow

8.1 Temenos has concluded a multi-license escrow agreement with NCC Group Escrow Limited (the **"Escrow Agreement"**) under which the Temenos Software is deposited and which the Client may choose to join. If the Client opts to do so, it shall be responsible for the annual escrow fees payable to NCC Group Escrow Limited in accordance with the Escrow Agreement in place. The Client will then have access to the source code of the Temenos Software and Developments exclusively upon the realization of the release events stipulated in the Escrow Agreement.

This Schedule requires signature by both parties if it is not incorporated into the Enterprise Terms at the time of signature by the parties of the Enterprise Terms and shall become effective upon the latest date of signature.

[INSERT TEMENOS ENTITY]   [INSERT CLIENT ENTITY]

Authorized Signatory   Authorized Signatory

Name: Name:

Title: Title:

Date: Date:

Authorized Signatory   Authorized Signatory

Name: Name:

Title: Title:

Date: Date:

temenos

Everyone's Banking Platform

PRODUCT SPECIFIC TERMS (SOFTWARE LICENSE OFFERINGS)

The following additional Product Specific Terms (**"Additional Terms"**) will apply to the extent that the relevant Product/Software Module is specified in the applicable Order Form or the Software Module/functionality is included in the Temenos Offering and used by the Client as specified in the applicable Documentation. The Additional Terms form part of the Agreement between Temenos and the Client and are referenced in the Enterprise Terms. These Additional Terms may be updated or modified from time to time by posting a revised version on the Temenos URL at https://www.temenos.com/legalcenter/. The version of these Additional Terms that are valid at the time you enter into your Order Form are incorporated into the Agreement.

Any capitalized terms have the meeting set out in the Agreement unless otherwise defined below.

Products /Software Module	Additional Terms
Infinity Enterprise Edition **Infinity Platform Edition** **Infinity Developer Edition**	**1. Infinity Units & Software** 1.1 The licensed Infinity Units and Temenos Software are set out in the applicable Order Form. 1.2 For the purposes of these Additional Terms: **"Client User"** means an employee, contractor or agent whom the Client provides an Infinity log-in password to. **"Developer"** means a Client User whom the Client authorizes to use the Infinity Platform to: (i) develop new business applications and/or channels; (ii) modify and customize any of the out-of-the-box applications and/or channels Temenos Software provided by the Infinity Editions. A Developer is restricted to a specific named user and the user rights may only be transferred to a different named user 30 days after the last valid authorization of the use rights. **"End User"** means a person who is a potential or actual customer of the Client, whom the Client allows, as applicable, to: (i) use applications; and/or (ii) remotely access the Temenos Software installed at the Authorized Site: in both cases in the course of the Client supplying or offering to supply its products, goods or services to such person. **"Infinity Platform"** means the Temenos platform Software known as Quantum which includes Fabric and Visualizer. **"Infinity User"** means a Client User, an End User or a Developer, the different types of which are as set out in the table below. **"Infinity Units"** means the consumption metric for the usage of the Infinity Editions based on the number of permitted End Users, permitted Client Users and permitted Developers. 1.3 Infinity Units are a licensing metric that delineates the scope of the Client's Software license. Infinity Enterprise Edition License Fees are calculated according to the number of Infinity Units being licensed. The total number of licensed Infinity Units under the Order Form determines the maximum number of different types of Infinity Users to whom the Client is licensed to provide access and use of the Temenos Software according to the below table, with each Infinity User consuming the corresponding number of Infinity Unit(s) applicable for that type of Infinity User in each case. 1.4 Infinity Users are restricted to specific named users (except for End Users who are prospective customers of the Client). 1.5 For End Users who are prospective customers of the Client only, the Infinity Units may be used on a concurrent basis and not on a specific named user basis. 1.6 The Client may reallocate a named Infinity User's corresponding Infinity Units to different named Infinity User by de-authorizing such Infinity User and reallocating such Infinity Units to the new Infinity User; however this reallocation may only be done at least 30 days after the de-authorized Infinity User was originally allocated such Infinity Units. The Client may reallocate Infinity Units as aforesaid between different types of Infinity User, in each case provided that the numbers of Infinity Units thereby reallocated correspond to the required Infinity Units according to the table below.

Products /Software Module	Additional Terms
	1.7 The number of Infinity Units required for each type of Infinity User is as follows unless otherwise stated in the Order Form:

Type of Infinity User	Infinity Units
Retail End User	1
Retail Client User	1,000
Wealth End User	1.25
Wealth Client User	1,250
Business Banking End User	1.5
Business Banking Client User	1,500
Corporate End User	2
Corporate Client User	2,000
Other End User	1
Other Client User	1,000
Developer	10,000

	1.8 [EDITION RESTRICTION]; For a standalone purchase of the Infinity Platform Edition / Infinity Developer Edition only: The Infinity Platform may only be used to build software applications specific to the Client's primary banking business(s).
	1.9 [Infinity Enterprise Edition DISCOUNT RESTRICTION] The license granted under the applicable Order Form is limited to the operation and use of the Temenos Software specific to the Client's primary business(s) as described in the Order Form. The Temenos Infinity Platform may not be used for development by the Client of its own software applications.
Infinity Enterprise Edition	**2. New features for Infinity Enterprise Edition**
	2.1 During the Term, Temenos may introduce features, supplements or related software and services that are new and that were not previously included with Infinity Enterprise Edition license (the **"New Features"**) provided that the Client has prepaid for Support Services.
	2.2 Temenos may provide additional terms and conditions and Documentation relating to the use of the New Features. Any applicable additional terms and conditions related to the New Features shall be provided as part of the Documentation.
	2.3 Temenos shall inform the Client of the availability of New Features via email to the Client Administrative Contact or the Client Portal, together with details of any additional Documentation. If the Client does not use the New Features, the corresponding new terms shall not apply.
	3. Discontinuance for Infinity Enterprise Edition
	3.1 Temenos will provide the Client with 12 months' notice before removing any feature or functionality or discontinuing any part of the Infinity Edition licensed hereunder. Where such feature, function or part has been implemented and is being used by the Client at the time of such notice, Temenos will continue to provide the Client with Support Services in relation thereto during the Term, provided that the Annual Support Fees hereunder continue to be paid by the Client when due.

Products /Software Module	Additional Terms	
	4.	**App Factory**
		Infinity Enterprise Edition clients have the right to access and use the base App Factory runtime service, provided that such use is governed solely by the Online Terms of Use. For clarity, App Factory is not Temenos Software distributed to clients, but a CI/CD (continuous integration or continuous delivery) environment hosted by Temenos currently primarily on Amazon Website Services and Macstadium (for MaciOS runtime environments) and made available for Client developers to assist developers to build/deploy applications developed using the Infinity Platform (Fabric/Visualizer).
		As App Factory is for non-production development purposes only, Support requests will be categorized as Severity 4 or 5 (as applicable, depending on the nature of the issue).
Infinity Enterprise Edition **Infinity Platform Edition** **Infinity Developer Edition** **Retail Digital Banking** **Business Digital Banking** **Wealth Digital Banking** **Retail Origination and Onboarding** **Business Origination** **Corporate Origination** **Mortgage Origination**	**5.**	**Infinity Applications**
	5.1	For the purpose of these Additional Terms:
		"Client Application" means a software web or mobile application developed in whole or part by or on behalf of the Client using the Infinity Platform for use by Client's customers and based on the Temenos Applications.
		"Client Data" means all data and information, text, sound, video, images, files or any other materials processed by the Client through a Client Application.
		"End Users" means end users of the Client Applications who may be potential or actual customers of Client, employees, contractors or agent of clients.
		"Temenos Applications" means Infinity Software applications and/or micro-applications with common and selectable features or functionality provided by Temenos as reference applications/accelerators for use by Client to build Client Applications using the Infinity Platform Software.
	5.2	Temenos grants to the Client a limited non-exclusive, royalty-free, non-transferable, non-sub-licensable license to use, produce and distribute Client Applications to the End Users of such Client Applications through the online store (e.g., Apple App store, Google Play) of the applicable mobile platform provider(s) in accordance with the requirements of such mobile platform providers for distribution of apps.
	5.3	The Client, not Temenos, controls the End Users whom it authorizes to use Client Applications through which End Users provide Client Data; therefore, the Client has the sole responsibility for ensuring that its collection of Client Data, its access to Client Data and storage of Client Data in the Client Application and its systems complies with all laws applicable to such activities, including (without limitation) data privacy and transfer laws.
	5.4	The Client is responsible for providing its own end user license terms and privacy policy applicable to use of any Client Applications containing the Temenos Software by its End Users. Such End User terms shall include at a minimum provisions that protect Temenos and its licensors' proprietary rights in the Temenos Software and shall also prohibit the End User from: (i) copying the Client Application containing the Software; (ii) transferring the Temenos Software to a third party separately from the Client Application; (iii) modifying, decompiling, dissembling, reverse engineering or otherwise attempting to derive the source code of the Client Application; (iv) exporting the Client Application containing the Temenos Software in contravention of applicable US and foreign export laws and regulations; and (v) accessing the Temenos Software otherwise than through using the Client Application.
	5.5	The Temenos Applications are reference applications/accelerators for the Client to use to develop its own Client Applications using the Infinity Platform Software and are made available on an 'as-is' basis with no warranties of any kind. Temenos does not provide Support Services for Temenos Applications or for Client Applications, except that Temenos may enhance Temenos Applications with new features and functions in Infinity Software releases that it makes generally available.

Products /Software Module	Additional Terms
	5.6 Temenos shall not be liable for any losses or damages arising from the misconfiguration or mismanagement of Client Applications by the Client, the Client Users or the End Users.

Infinity Enterprise Edition
 	
Infinity Platform Edition
 	
Infinity Developer Edition
 	
Infinity Quantum Platform
	6. Infinity Platform
	
	6.1 The Infinity Platform may not be used to build applications other than Client Applications based on the licensed Temenos Applications (as set out in the Order Form) unless the Client has purchased Infinity Enterprise Edition or the Client has expressly purchased the rights to use the Infinity Platform for additional application development and subject to payment of the applicable fees for such development rights.
	
	6.2 **Support for Mobile Device OS updates (iOS/Android)**
	
	     6.2.1 Temenos will use commercially reasonable efforts to provide updates of the Infinity Platform Software to function with new releases of currently supported mobile device manufacturer's Operating Systems (**"OS"**) as per the timelines below:
	
	         (i) New releases of currently supported manufacturer's OS or SDK - within 30 business days from General Availability (**"GA"**) release by the manufacturer to the developer community or the next GA release of the Infinity Platform Software, whichever is later. The Client must update new GA plugins made available by Temenos to: a) take advantage of the new features or enhancements in the Infinity Platform Software current feature set; and b) overcome any backward compatibility issues with the newer versions (major, minor) of currently supported OS's or SDKs. New GA plug-ins may require testing to ensure the Client Application is optimized on/for the new OS's and SDK. In case there are any backward compatibility issues identified by Temenos on the new platform GA version, this will be communicated through release notes and necessary build scripts will be provided with the platform plug-in, where applicable.
	
	         (ii) New versions of currently supported mobile browsers or new form factors for devices using the currently supported OS and mobile browser - within 30 business days from GA release by the manufacturer to the developer community or next GA release of Infinity Platform Software, whichever is later. The Client must implement new GA plug-ins to take advantage of the new releases of currently supported browsers or new form factors. New GA plugins may require testing to ensure the Client mobile application is optimized on/for the new browser. In case there are any backward compatibility issues identified by Temenos on a new platform GA version, they will be communicated through release notes and necessary build scripts provided with the platform plug-in, where applicable.
	
	     6.2.2 Temenos will use commercially reasonable efforts to provide updates to the Infinity Platform Software in a new GA release, to function with net new OS within 90 business days from GA release of the new OS to the developer community, subject to Temenos' determination that the net new OS is commercially viable to support. Net new OS GA releases are assumed to ensure forward compatibility, in the sense that mobile applications developed on previous versions of OS are fully compatible with the new OS and not necessarily supporting the new features released with the new OS. Clients must implement new GA plugins to overcome any backward compatibility issues with the new OS versions or take advantage of the new OS features. New GA plugins may require testing to ensure the Client Application is optimized on/for the new OS. In case there are any backward compatibility issues identified by Temenos with the new platform GA version, they will be communicated through release notes and necessary build scripts will be provided with the platform plug-in, where applicable. Temenos reserves the right to support new OS / browsers / devices at its sole discretion.

Products /Software Module	Additional Terms
Journey Manager / Journey Analytics / Onboarding Journeys **Infinity Enterprise Edition** **Onboarding & Origination** **Mortgage Origination**	**7. Onboarding Analytics / Journey Analytics** 7.1 For the purposes of these Additional Terms: **"Onboarding Application"** means an electronic application form created and/or used with the Temenos Software with capabilities beyond those of a traditional paper form, such as electronic completion, dynamic sections, database calls, and electronic submission. **"Anonymous Metadata"** means data relating to the completion of Onboarding Application by Client's End Users which, at the time of collection and onward, does not relate to any individual who is identified or reasonably identifiable from the data. **"End User"** means a person who is a potential or actual customer of the Client, whom the Client allows, as applicable, to: (i) use the Onboarding Applications; and/or (ii) remotely access the Temenos Software installed at the Authorized Site: in both cases in the course of the Client supplying or offering to supply its products, goods or services to such person. 7.2 The Temenos Software may include the ability to generate Anonymous Metadata and, if so, Temenos may collect and use the Anonymous Metadata for the purposes of analytics (including Onboarding Application completion metrics and trends), market and client demographic analysis, for the purposes of performing obligations or exercising rights under the Agreement, and other purposes as Temenos may determine from time to time. Temenos shall own all right, title, and interest in and to the Anonymous Metadata, and Client shall have a limited, non-exclusive, royalty-free, non-transferable, worldwide license to view and use the Anonymous Metadata for its internal business purposes for the Term. 7.3 Temenos may discontinue the analytics feature and in such event will provide advance written notice to the Client of its plans to do so.
Infinity Enterprise Edition **Infinity Platform Edition** **Retail Origination and Onboarding** **Corporate Origination** **Mortgage Origination**	**8. Red Hat Software License and Support Terms** 8.1 Client's use of the Red Hat process automation software (**"Red Hat Software"**) is governed solely by the Red Hat End User License Agreement (**"EULA"**), which may be updated from time to time by Red Hat and published on its website at https://www.Red Hat.com/en/about/agreements#jboss. For future updated versions or releases of Infinity, the EULA governing the Red Hat Software may be replaced by Red Hat's parent company, IBM Corporation ("IBM") and Temenos will provide details of the applicable end user license terms in a revised version of these Additional Terms posted on the Temenos URL. The Red Hat Software is provided as an embedded module together with the Temenos Infinity Software under a Red Hat subscription program and may only be used as part of the Temenos Infinity Software and not for any other purposes. Red Hat subscriptions levels are as follows, based on the following four environments: (1) Production and (2) Disaster Recovery - Premium level support; (3) Testing/Development and (4) Pre-Production - Standard level support. 8.2 Temenos agrees to provide Support Services for the Red Hat Software, subject to payment by the Client to Temenos of the Annual Support Fees or Subscription Fees (as applicable) due under this Order. Support Services for the Red Hat Software are also subject to Red Hat's service levels and to use of the Red Hat Software on the hardware and platform configurations supported by Red Hat, as set out in its product documentation at https://access.redhat.com/articles/3405381 or in successor product documentation of IBM. The Temenos Help Desk will act as the administration point, responsible for escalating the service call and coordinating any response and the Client agrees not to access Support Services directly from Red Hat. The Client acknowledges and agrees that it remains responsible for first line technical support in relation to the Red Hat Software.

Products /Software Module	Additional Terms
	8.3 Support is subject to Red Hat's support policies in effect at the time the services are provided including but not limited to the Red Hat life cycle policies at https://access.redhat.com/support/policy/update_policies. The Red Hat support policies and service levels, incorporated in this Order Form, are subject to change at Red Hat's or IBM's discretion. The Client may access the current version of the technical support policies, service levels and information on supported configurations at https://www.temenos.com/legal-information/third-party-component-third-party-licensors-support-policies/
	8.4 No third party claims/indemnification provisions of the Agreement shall apply to the Red Hat Software and the following shall apply: Subscriptions entitle the Client to participate in Red Hat's Open Source Assurance Program (**"OSA"**), which is currently described at http://www.redhat.com/rhel/details/assurance/ and provides certain protections in the event of a third party infringement claim subject to Client compliance with the terms of the OSA.
	8.5 Temenos represents and warrants that it will provide the Support Services for the Red Hat Software in a professional and workmanlike manner. Except as set forth in this paragraph, to the maximum extent permitted by applicable law, the Red Hat software and the support services are provided "as-is" and without warranties or conditions of any kind, including implied warranties of merchantability, non-infringement and fitness for a particular purpose.
	8.6 The Client acknowledges that Temenos is required to report on subscriptions under the Red Hat program and agrees to the reporting of CLIENT's corporate name and address to Red Hat and/or IBM.
	8.7 Nothing in the Agreement and in particular within clause 8.8 below shall exclude or limit liability (i) for fraud or (ii) that is not permissible under applicable law.
	8.8 Neither party shall have any liability in connection with its obligations in connection with the Red Hat Software under the applicable order form or at common law, whether in tort or in contract and even if it has been advised of the possibility of such damages, for: special, indirect, consequential, incidental damages, damages (whether direct or indirect) for business interruption, loss of goodwill, loss of revenue, loss of data, loss of data use, loss of profits or loss of opportunity. Each party's liability for all claims arising out of causes of action (whether in contract, tort or otherwise) under the Agreement for or in connection with the Red Hat Software shall not exceed: (i) in the case of a term license agreement, the support fees paid by Client to Temenos under the applicable Order Form in the twelve (12) months period preceding the date upon which the first cause of action arose or (ii) in the case of a subscription license agreement, 25% of the annual Subscription Fees paid by Client to Temenos under the applicable Order Form in the twelve (12) months period preceding the date upon which the first cause of action arose. For the avoidance of doubt, each party's aggregate liability for all claims under the Agreement remains subject to the overall aggregate liability cap under the Agreement.
	8.9 The terms set forth herein and the EULA shall supersede and prevail over any conflicting terms of the Software License Terms and Conditions with respect to the Red Hat Software.
	8.10 This clause 8 of the Additional Terms may be modified in respect of updated versions or future releases of the Temenos Software and the modifications shall apply from when Client uses such updated version or future release of the Temenos Software.
	8.11 Upon reasonable notice, Temenos may provide a substitute component to the Red Hat Software with equivalent or substantially similar functionality to the original Red Hat Software.
	The terms and conditions relating to such substitute component shall be provided to the Client in advance and such terms and conditions for the new components shall not materially reduce the scope of the license and rights granted to the Client.

Products /Software Module	Additional Terms
	8.12 If the on-going provision of the Support Services of the Red Hat Software is no longer possible on commercially reasonable terms to Temenos and the Client refuses to accept the provision of a component with equivalent or substantially similar functionality, Temenos may discontinue and terminate the Support Services under this Agreement with respect to Red Hat and shall refund to the Client any prepaid unused fees paid to Temenos in respect of support for the Red Hat Software.
Infinity Digital for Salesforce	**9.** **Infinity Digital for Salesforce** 9.1 For the purposes of these Additional Terms: **"IDfS Software"** means the Infinity Digital for Salesforce software. **"SalesForce Platform"** means the platform known as SalesForce Financial Services Cloud, operated by salesforce.com, Inc. or its affiliate. **"SFDC"** means salesforce.com, inc. or its affiliate. 9.2 **License Restrictions** 9.2.1 Client must have an active subscription to the Salesforce Platform and only authorized users under Client's SalesForce agreement may access and use the IDfS Software. 9.2.2 Client must have an active SFDC services instance in which both of the following are provisioned: (i) the IDfS Software; and (ii) SFDC services subscriptions purchased by Client from SFDC or an SFDC partner. 9.2.3 Client must have an active license agreement with Temenos for Infinity Enterprise Edition or Infinity Platform Edition. Only authorized users under Client's Infinity Enterprise Edition or Information Platform Edition agreement may access and use the IDFS Software. 9.3 **Client acknowledges and agrees that:** 9.3.1 Temenos is not responsible for services related to the hosting of the IDfS Software and for Salesforce Platform services and Temenos will not be responsible for any failure by SFDC to perform its obligations and all such obligations are governed solely by Client's agreement with SFDC. 9.3.2 SFDC is not responsible for any data that has been transmitted outside of SFDC's systems to the Client's systems. 9.3.3 On termination of Client's agreement with SFDC, SFDC has no obligation to retain any data of the Client that is stored in custom fields made available to Client as part of the IDfS Software and Client may request a copy of its data prior to such termination in which case SFDC has indicated it will make such data available in accordance with the documentation for the applicable SFDC services. SFDC's obligation to retain any data of Client stored in the Salesforce Platform shall be solely as set forth in SFDC's agreement with the Client. 9.3.4 On termination of this Agreement, Client must cease using and delete all copies of the IDfS Software from the Salesforce Platform.
AI Services XAI Platform and XAI Models	**10.** **XAI Terms** 10.1 For the purpose of these Additional Terms: **"AI Solutions"** means the XAI Platform and XAI Models as specified in an Order Form and any other Temenos artificial intelligence solutions (including all models and algorithms) provided as part of the Temenos Software. **"Client Data"** means all data and information, including all text, sound, video, image files, software and any other data or materials that are submitted by or on behalf of Client to the AI Solutions. **"Client User"** means an employee, contractor or agent whom the Client authorizes to use the AI Solutions.

Products /Software Module	Additional Terms
	"Model" means any model including artificial intelligence models generated or used by the AI Solution and which maps data inputs to a given prediction or assessment.
	"Personal Data" means information related to identified or identifiable natural persons or as otherwise defined under applicable law.
	10.2 **Intellectual Property.** The Client recognizes and agrees that the Intellectual Property Rights in any Models, algorithms and other outputs created by or using the AI Solutions and all Enhancements and modifications, extensions, customizations, upgrades, and derivative works of any of the foregoing are the exclusive intellectual property of the Temenos group of companies and are to be considered by the Client as strictly confidential.
	10.3 **Client Obligations in relation to AI Solutions.** If Client, any Client User, or any end customer of Client provides Client Data as an input to any AI Solutions: (a) Client shall be solely responsible for the quality of such Client Data (whether such Client Data is sourced from the Client, its end customers, or third parties), and for monitoring the outputs provided by the AI Solutions to ensure that the algorithms are not creating any negative patterns or results not expected or intended from use of the AI Solutions; and (b) to the extent that negative patterns or results are identified by the Client, Client shall report the same to Temenos as soon as possible and Client shall work with Temenos to adjust such Client Data or alter such algorithms, in order to mitigate any future negative patterns or results being created by the AI Solutions and Client shall bear all costs associated with adjusting such Client Data or altering the algorithms.
	10.4 **Acknowledgment.** Temenos makes no representations and provides no warranties, whether express, implied, statutory or otherwise that the AI Solutions will provide information or outputs that will be accurate, reliable or actionable in all respects. Client acknowledges that it shall be responsible for all actions that Client, any Client User, or any of its end customers, takes in response to information or output provided by the AI Solutions and Temenos shall have no responsibility for such actions. Without prejudice to the foregoing, the Client, on behalf of itself, any Client User, and its end customers, acknowledges that no decision that they make is, or should be, based solely on the output of such software. The Client, Client User and any end customer shall be fully liable for any decisions made based on their use of the AI Solutions and to the fullest extent permitted by law, Temenos excludes all liability in relation to decisions made by the Client, Client Users and any end customers as a result of their use of, or outputs from, any AI Solutions.
	10.5 **Personal Data.** To the extent that any data or information (including Client Data) is provided by the Client to Temenos for the purposes of Temenos building, developing and/or training models, algorithms and/or machine learning in relation to AI Solutions, Client shall ensure that any such data or information does not include personal data and is anonymized to the standard required under applicable data privacy and security laws.
Temenos Advanced Collections / CWX	**11. CWX/Advanced Collections Terms** 11.1 For the purpose of these Additional Terms: **"Minimum System Requirements"** means the type and minimum levels of third party hardware, software and communications specified by Temenos. 11.2 The computer systems used by the Client to install and/or access Temenos Advanced Collections and Recovery must meet the Minimum System Requirements, which are required to enable Temenos Advanced Collections to function in accordance with the Documentation. The Client acknowledges and agrees that Temenos does not supply any of the computer systems listed in the Minimum System Requirements. 11.3 Temenos may update the list of Minimum System Requirements from time to time by amending the Documentation on the Client Portal. 11.4 The Client is solely responsible for selecting and installing Temenos Advanced Collections on systems which meet the Minimum System Requirements, operating and maintaining such systems, and keeping such systems are up to date with any changes to the Minimum System Requirements.

Products /Software Module	Additional Terms
	11.5 Temenos Advanced Collections may be used on equipment other than the those that meet the Minimum System Requirements if: 11.5.1 the production equipment is temporarily inoperable; or 11.5.2 Temenos gives its prior written consent to the use of Temenos Advanced Collections on systems that do not meet the Minimum System Requirements, however Temenos does not warrant that Temenos Advanced Collections will perform the functions specified in the Documentation on such systems. 11.6 Temenos will have no obligation to provide Support Services to the Client in relation to problems arising because the Client is operating Temenos Advanced Collections on systems which do not meet the Minimum System Requirements. 11.7 For the avoidance of doubt, the Client is prohibited from sublicensing or onward distribution of the Temenos Advanced Collections Software. 11.8 **Third Party Components.** Client may use Third Party Components only in conjunction with, as part of, and through Temenos Advanced Collections and in accordance with the Agreement. Client may not install, access, configure or use any Third Party Components (including any APIs, tools, databases or other aspects any Third Party Components) separately or independently of the rest of the Temenos Advanced Collections, whether for production, technical support or any other purposes, or otherwise attempt to gain direct access to any portions of the Third Party Components, or permit anyone else (including any of the Client's customers) to do any of these things. 11.9 **Non-Sublicensable components and products.** From time-to-time, components and products may be used in Temenos Advanced Collections whereby the licensor prevents Temenos from redistributing or sub-licensing those components and products, or prevents Temenos from granting the Client a right to further distribute or sub-license those components and products. Where applicable, Temenos will identify such relevant components and products, and the applicable licensors, and the Client must then obtain its own individual license(s) for the components and products (**"TPC License"**). Where this is the case, the rights granted under this Appendix are entirely conditional upon and subject to entry into, and the ongoing validity of the TPC License. In the event the Client ceases to have the necessary license to Use such components and products, as a result of expiration or termination of the TPC License or otherwise, the license to Use Temenos Advanced Collections, as provided under the Agreement, shall immediately cease.
Temenos Workbench **Any other Temenos Software developer tools**	**12. Restrictions and Support** 12.1 Temenos developer software tooling is provided for development purposes only for use with Temenos Software in accordance with its Documentation and may not be used for other purposes. Underlying Temenos technology (including Fabric) provided for use with the Temenos Workbench which Client needs to install to use the Temenos Workbench application may only be used for the Temenos Workbench application and not for any other application or purpose. 12.2 As developer tools are for non-production development purposes only, Support requests will be categorized as Severity 4 or 5 (as applicable, depending on the nature of the issue). 12.3 Any free developer software tools or test scripts provided by Temenos are provided as-is without warranties or conditions of any kind, including implied warranties of title, merchantability, non-infringement and fitness for a particular purpose. Temenos is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits. If Temenos is not able to exclude its liability under applicable law, Temenos' aggregate liability with respect to such free software shall not exceed $500 (five hundred US Dollars).

Products /Software Module	Additional Terms
Wealth Platform **Triple A Plus (TAP)** **Wealth Front Office**	**13. Triple A Plus Interface Adapter** 13.1 The Temenos Software includes Third Party Component(s) subject to a separate end user License agreement. The EULA is posted on the Temenos URL https://www.temenos.com/legal-information/third-party-component-third-party-licensors-support-policies/ and is hereby incorporated into the Agreement by reference. Any use of the Temenos Software is subject to the EULA which governs the Third Party Component and if the Client does not agree such terms, the Client may not use the Temenos Software.
TLC Engine	**14. Temenos Learning Community Engine – powered by GIEOM** 14.1 For the purposes of these Additional Terms: **"Software"** means the Third Party Licensor's computer program modules in executable code that have been sublicensed to Temenos and which Software incorporates the Third Party Components as defined herein. **"TLC Engine"** means the "Temenos Learning Community Engine – powered by GIEOM" also known as "TLC Engine". This comprises (i) TEMENOS' Content Pack; and (ii) the following GIEOM Third Party Component(s): "Digital BluePrint". **"Temenos Content Pack"** comprises of the Temenos standard training materials in relation to its core banking software that is included within the TLC Engine. **"Third Party Component(s)"** means the Third Party Licensor's Software comprising of the components identified in the TLC Engine Order Form all of which are sublicensed hereunder as part of the Software. **"Third Party Licensor"** means GIEOM Business Solutions Private Limited. **"Users"** means the number of defined users either described as "Standard User" and/or "Administrative Users" and/or "Designer Users" of the Software as more fully set out in an Order Form. A "Standard User" is able to view content (but not modify it) and access the usual functionality of the TLC Engine, an "Administrative User" is able to carry out the administrative activities, including access to the core organization, user and parameter setup on the TLC Engine and a "Designer User" is able to add, configure change and publish the content (including processes and media) in the TLC Engine. 14.2 The following additional sub-clauses are added to the third party claims/indemnification clause set forth in the Agreement: (a) The indemnity shall not apply where and to the extent such infringement has been caused by the Client's Use of the Software in combination with other software, hardware or materials (other than those provided by Temenos) thereby causing such Use by the Client to so infringe. (b) If a third party asserts a claim or action against Temenos or the Third Party Licensor as a result of a breach by the Partner/Client of its obligations under this Agreement, the Partner/Client shall indemnify and hold harmless Temenos and/or the Third Party Licensor (as applicable) from and against such claim or action. (c) The aggregate liability of each Party to the other Party for all claims arising out of causes of action (whether in contract, tort or otherwise) under or in connection the Agreement shall not exceed the Fees paid to Temenos for the TLC Engine Software under the applicable Order Form in the twelve months preceding the date upon which the first cause of action arose.

Products /Software Module	Additional Terms
Multifonds	**15. Multifonds – Third Party Components - Oracle**
	15.1 Certain Oracle software may be purchased in addition for use with the Multifonds Software. The Oracle software is subject to a separate sublicense and maintenance agreement to be signed between Temenos and the Client which sets out the terms required by Oracle under which such Oracle software may be used and the applicable fees. Temenos will only make Oracle software available where such separate agreement has been signed.
	15.2 The Client may also elect to purchase any necessary Oracle software directly from Oracle or its resellers.
	16. Multifonds – SWIFT Interface (Module TA15)
	16.1 The Swift Interface module incorporates software components licensed to Temenos or its Affiliate by Prowide International SA for the processing of SWIFT messages ("Prowide Software"). The following Additional Terms apply in respect of the Prowide Software.
	16.2 The Client may only use the Prowide Software as part of the Temenos Software and in accordance with the license terms and restrictions set forth in the Agreement.
	16.3 <u>Usage reporting and audit</u>. Temenos may report to Prowide on the Client's use of the Prowide Software and compliance with the terms of the Agreement with respect to the Prowide Software. This includes the results of any audit of such usage or compliance carried out by Temenos pursuant to the Agreement.
	16.4 <u>Prowide disclaimer and rights</u>. To the extent permitted by applicable law, Prowide shall have no liability to the Client for any damages, whether direct, indirect, incidental or consequential, arising from the use of Prowide Software pursuant to the Agreement. Prowide is a third party beneficiary of the Agreement in relation to the Prowide Software.
Micro-services **Fabric** **Transact** **Infinity** **TPH** **TDH** **Analytics** **TAP** **FCM**	**17. Container Image Delivery/Temenos Base Images**
	17.1 For any software container images made available to Client by Temenos:
	(a) Third Party Components in the base image (e.g. software provided in a Base Docker image) are licensed separately to the Client under the terms of the applicable third party license agreement and not under the Agreement.
	(b) The Client acknowledges that future updates to the Software images may contain may contain additional Third Party Components or updates and fixes to Third Party Components.
	17.2 Notwithstanding any of the terms in the third party license agreement, the Agreement, or any other agreement the Client may have with Temenos, with respect to the Third Party Components:
	(a) Third Party Components are provided as-is, without warranties or conditions of any kind, including but not limited to implied warranties of title, merchantability, non-infringement and fitness for a particular purpose.
	(b) Temenos is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits. If Temenos is not able to exclude its liability under applicable law, Temenos' aggregate liability with respect to such software shall not exceed $500 (five hundred US Dollars).

Products /Software Module	Additional Terms
TLC Online	**18. TLC Online Training Subscriptions** 18.1 For the purpose of the Agreement and these Additional Terms: **"Authorized Users"** means the employees and consultants of the Client who are authorized to use the TLC Online Services. **"TLC Online Services"** means the Temenos Learning Community online training services provided by Temenos to the Client via https://tlc.temenos.com or any other website notified by Temenos to the Client from time to time. **"TLC Terms of Use"** means the terms of use of the TLC Online Services as set out at https://tlc.temenos.com **"User Subscriptions"** means the user subscriptions for a duration of a twelve (12) month period purchased by the Client which entitle Authorized Users to access and use the TLC Online Services in accordance with the Agreement and the TLC Terms of Use. 18.2 Subject to the terms of the Agreement, Temenos shall make available the TLC Online Services for the number of User Subscriptions set out in an Order Form. 18.3 The Client shall ensure that only Authorized Users are permitted to access and use the User Subscriptions and that: (a) the number of Authorized Users shall not exceed the number of User Subscriptions purchased; and (b) the Client will not allow or permit any User Subscription to be used by more than one individual Authorized User or transferred to another Authorized User. 18.4 The Client may purchase additional User Subscriptions during a Subscription Term by entering into a new Order Form. 18.5 The use of the TLC Online Services is subject to the TLC Terms of Use. To the extent that the terms and conditions of this Agreement conflict with the TLC Terms of Use, the terms of this Agreement shall prevail. 18.6 The Client shall comply with the TLC Terms of Use and is responsible for Authorized Users compliance with the Agreement and the Terms of Use. 18.7 If an Authorized User's membership of the Temenos Learning Community is not maintained, the certifications of the Authorized User will no longer be valid. 18.8 The Client shall use all reasonable endeavors to prevent any unauthorized access to or use of the TLC Online Services and in the event of any such unauthorized access the Client shall promptly notify Temenos. 18.9 To the extent that the Client or any Authorized User breaches the TLC Terms of Use, Temenos may suspend access to the TLC Online Services until such breach is remedied. 18.10 Temenos may upon request by the Client provide data on the usage of the TLC Online Services by its Authorized Users. The Client shall ensure it has the lawful right and consents (if applicable) to access such data. Temenos reserves the right to inform the Authorized Users it is providing such data to the Client. 18.11 Temenos will not be liable for any loss or damage arising out of or in connection with the Client's and its Authorized Users use of (or inability to use) the TLC Online Services or the use or reliance upon any content on the Temenos website whether in contract, tort, (including without limitation negligence) or otherwise, even if it has been advised of the possibility of such damages.

Products /Software Module	Additional Terms
By Now Pay Later (BNPL)	**19. Merchant SDK** 19.1 For the purpose of these Additional Terms: **"BNPL Software"** means the Temenos Buy Now Pay Later software. **"Client BNPL Products"** means retail finance products distributed by the Client using the BNPL Software. **"Merchant SDK"** means the software development kit for Merchants provided as part of the BNPL Software to be embedded by Merchants in their websites or mobile applications, together with the related Documentation for Merchants. **"Merchant"** means a person authorised by the Client to distribute Client BNPL Products through its websites or mobile applications. 19.2 The Merchant SDK is provided to the Client, and the Client may distribute the Merchant SDK to Merchants, subject to the following terms: (a) Merchants (and their affiliates and service providers) may use the Merchant SDK in accordance with the related Documentation for Merchants for the purpose of distributing Client BNPL Products through Merchant websites or mobile applications. (b) Except as expressly permitted, Merchants may not share the Merchant SDK with any other person or use (or permit any other person to use) the Merchant SDK for any other purpose. (c) THE MERCHANT SDK IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. THE EXPRESS WARRANTIES SET OUT IN THE AGREEMENT DO NOT APPLY TO THE MERCHANT SDK. (d) TEMENOS SHALL NOT BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE MERCHANT SDK OR THE USE OF THE MERCHANT SDK BY ANY PERSON. 19.3 The Client shall not distribute the Merchant SDK to any Merchant unless that Merchant has entered into a written agreement with the Client that contains the terms specified above (or terms of equivalent effect).
Extensibility Framework - Platform Capability	**20. Extensibility Framework** **"Client Customization"** means a configuration created by or on behalf of the Client using the Platform Capabilities provided by Temenos which extends or determines the behaviours of the Temenos Software. **"Platform Capabilities"** means any Temenos Software functionality which is made available to the Client to assist the Client to configure and extend the Temenos Software, including by way of example the extensibility framework.

Products /Software Module	Additional Terms
	20.1 Specific Platform Capabilities may be available for the Temenos Software as set out in the relevant Documentation. A Client may use the Platform Capabilities to create Client Customizations, subject to these terms and compliance with the Documentation. The Client Customizations do not form part of the Temenos Offering
	20.2 If the Client uses the Platform Capabilities to create Client Customizations, such Client Customizations shall be owned by the Client. The Client Customizations are only for use with the Temenos Software and shall not be used or exploited independently of the Temenos Software.
	20.3 The Client is responsible for any defects or deficiencies in the running, security or performance of the Temenos Software or the interfaces and communications between the Temenos Software and other programs caused by a Client Customization ("Deficiencies"). Accordingly Temenos is not responsible for any incidents, failure or non-performance related to the Temenos Software arising from any Deficiencies and is not responsible to provide defect fixes or remedies under warranty or other obligations in relation to Deficiencies caused by Client Customizations. Temenos is not obliged to provide any contractually agreed Support Services if and to the extent the request for support is caused or aggravated by the Client Customizations.
	20.4 If the Client does not adhere to the principles and obligations as set out in the Documentation relating to the Platform Capabilities, the Temenos Software may not operate in accordance with the Documentation and/or the service levels set out in the Temenos Software support policy.
	20.5 Additional fees on a time and materials basis shall be payable if the Client requests Temenos to provide additional services to fix Temenos Software and/or Client Customizations caused by any Deficiencies in a Client Customization.
	20.6 The terms and conditions in the Agreement which apply to Client Materials and Client IP shall apply equally to Client Customizations. Client Customizations are excluded from any indemnification or warranty provided by Temenos.
	20.7 Any product enhancements created by Temenos or any Temenos Affiliate on behalf of the Client or as a product are subject to separate terms and conditions and are not subject to these provisions.