TAC SUPPORT POLICY

Support Policy for Temenos Advanced Collections (on-premises)

This policy describes the Support Services which are provided for Temenos Software when licensed for on premises deployment during the Support Term only if designated in the Order Form signed by Temenos and the Client for which the necessary Support Services fees have been paid. This policy is governed by the Agreement in place between Temenos and the Client. Please note that this document does not apply to Temenos cloud services (SaaS, PaaS etc.).

1.   Definitions

The defined terms set out below and in the Agreement apply unless the context requires otherwise. If there is a conflict between the defined terms in the Agreement and the definition given below, the definitions below shall prevail with respect to this support policy.

Affiliated Company	means any legal entity owned or controlled by the Client (in relation to the Client) or by Temenos AG (in relation to Temenos) for so long as such ownership or control lasts. Ownership or 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.
Client Personal Data	means certain information related to identified or identifiable natural persons that is disclosed or otherwise made available to Temenos and its Affiliated Companies by Client and/or, as the case may be, by Client Affiliated Companies directly or on its behalf by a third party, or obtained by Temenos for Client.
Client Portal	means the web based portal or url provided to the Client from time to time in order to access Documentation and other information and notices provided by Temenos.
Documentation	refers to the explanatory electronic and/or paper documents and notes in the English language describing Use of Temenos Advanced Collections and Recovery, as supplied by Temenos or as made available on the Client Portal.
End User Data	means any Client Personal Data relating to the Client's customers.
Enhancements	means any improvement added to the functionality of Temenos Advanced Collections and Recovery as part of Support Services.
Main Release	means a major qualified and tested release of Temenos Advanced Collections and Recovery or any part of it that includes such Software Fixes and Enhancements as to constitute revised Temenos Advanced Collections and Recovery or part thereof; a Main Release is usually released annually.
Support Services	means provision of Updates by Temenos or by a Temenos Affiliated Company, including Help Desk access.
Non-Conformity	means when Temenos Advanced Collections and Recovery does not perform the functions described in the Temenos Advanced Collections and Recovery's Documentation.
Non-Software Fix	means a configuration change, a Workaround, a data modification, or other change that is implemented to resolve a Non-Conformity and that does not involve a Software Fix.

Qualification	means the determination by Temenos of (i) the nature of a Non-Conformity, and (ii) the proposed resolution (i.e., Non-Software Fix, Software Fix, or both).
Software Fix	means a coding change to Temenos Advanced Collections and Recovery or any part of it in order to fix a Non-Conformity.
Temenos Privacy Notices	means the privacy notices published at www.temenos.com or its successor website and any notices and data processing terms available via the Temenos Customer Support Portal.
Updates	means, collectively, Software Fixes, Main Releases, and Enhancements.
Workaround	means a procedural change that avoids a Non-Conformity.

2. Updates

2.1 Temenos undertakes to provide Client with Updates. These Updates as referred to in this Annex 1 may be in the form of Software Fixes, which include hot fixes, Workarounds, patches, builds or service packs, or Main Releases or Enhancements.

2.2 If the Client decides to install Updates, upon written request Temenos shall give Client necessary assistance to install them at then current published rates.

2.3 The Client may refuse to install Updates; in such event, Temenos agrees to maintain Temenos Advanced Collections and Recovery in the form in effect on the date Temenos requested the Client to accept any such Update, provided, however, that Temenos shall not be bound to provide any Support Services for Temenos Advanced Collections and Recovery (or part thereof) that is more than one (1) Main Release behind the then current Main Release which is being offered to all of Temenos' other customers. The Client also recognises that its failure to implement Updates may render Temenos Advanced Collections and Recovery (or part thereof) non-conforming with regard to its Documentation and the Client assumes all risks arising therefrom.

2.4 Temenos may, in its sole discretion, correct material errors which may arise in the older version of Temenos Advanced Collections and Recovery used by the Client and provide HD services ("Old Version Services") provided:

    (a) the Client continues to pay the Support Fee; and

    (b) the Client pays an additional 25% of the Support Fee for Temenos Advanced Collections (as amended or increased over the Term) ("**Old Version Fee**") per annum for as long as the Client is not operating on the current Main Release or the Main Release immediately preceding the current one.

3. Help Desk

3.1 Temenos Help Desk ("HD") provides services regarding the operation of the Main Releases of Temenos Advanced Collections and Recovery. These services are limited to the resolving of functional and technical issues related to Temenos Advanced Collections and Recovery. Assistance to resolve the issue will be via Telephone or the Temenos Support Portal on JIRA ("TSP"). The Client is responsible for first level help desk within the Client's user base. The Client must provide the information requested by Temenos in order for Temenos to respond and/or resolve the issues.

3.2 The Client will supply details of all staff authorized to log issues with Temenos Advanced Collections and Recovery to the HD and the Client commits to suitably train all staff in the operation of Temenos Advanced Collections and Recovery. Staff designated by the Client to log issues shall not exceed ten (10) individuals, unless expressly agreed with Temenos in writing.

3.3 Prior to logging an issue, the Client must ensure (i) that the issue has not previously been logged, (ii) that the knowledge to resolve the issue is not held by the Client, (iii) that the request matches the business practice of the Client and any third party suppliers, e.g., the SWIFT organization; and (iv) that it has searched the Updates repository (where available) and confirmed that it is not an issue already addressed.

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3.4 Temenos will make available documentation via the TSP relating to the information required from the Client for each issue to be processed and resolved. The Client will ensure that all issues logged are fully documented to allow HD to readily identify the nature of each issue; including provision of an outline of the business impact of the issue and any other additional information that may reasonably be required by Temenos to identify the Client and resolve the issue.

3.5 In addition to providing the information, the Client must install the necessary equipment and software (VPN or similar connectivity mechanisms) to enable Temenos' staff access to any Temenos Advanced Collections and Recovery environment to analyse the issue that is logged. The Client must ensure that access to such environment is to a non-production environment only. Temenos will supply that list of accepted connectivity mechanisms and the nature and type of access to the non-production environment after the Effective Date.

3.6 HD access for the Client will be provided based on the Temenos Advanced Collections and Recovery support package selected, as follows:

Level of support	Hours *(in selected time zone as specified in Order Form)*
Business	0900 – 1700
Core Hours	0700 – 2000
Extended Hours	0600 – 2000

3.7 All issues requiring HD, other than those considered by the Client to have critical business impact (Non-Conformity class 1), will be logged on the TSP via the JIRA access point as provided by Temenos.

3.8 For Non-Conformity class 1, the Client must dial the 24/7 critical call centre as provided by Temenos.

3.9 Access codes, passwords, e-mails, direct HD telephone dialling information, and ultimate disaster recovery contact points will be supplied to the Client after the Effective Date.

3.10 To determine the status of each logged issue, the Client will use the TSP.

3.11 Temenos HD staff will update the TSP with each action undertaken in the resolution of an issue ensuring that the Client has access to up to date information on each issue.

3.12 The escalation procedures for the Client to raise the priority of an issue will be via the Regional Support Manager, Support Manager or Project Manager, and the Services Manager.

3.13 Issue Categorisation:

Non-Conformity class 1: **(previously known as Level 1 – Blocker)**	The Temenos Advanced Collections and Recovery software is unavailable for Use, software "down".
Non-Conformity class 2: **(previously known as Level 2 – Critical)**	Use of the Temenos Advanced Collections and Recovery software is continuing and not stopped, however, an error/defect in the Temenos Advanced Collections and Recovery software is having a serious impact on the user's productivity
Non-Conformity class 3: **(previously known as Level 3 – Major)**	The Use for the Client is only restricted in an immaterial matter and is in the nature of an "issue" having little or no impact on the operations of the Client. No urgency.

3.14 Response and Resolution Target Times:

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NON-CONFORMITY CLASS	DESCRIPTION	RESOLUTION TIME
Non-Conformity class 1	Production risk resolved/Non-Software Fix to be supplied	Four (4) hours
	Qualification	Forty-eight (48) hours
	Software Fix, if one is required	To be agreed with CLIENT as necessary
Non-Conformity class 2	Qualification Workaround provided, if available	Fourteen (14) days
	Software Fix, if one is required	To be agreed with CLIENT as necessary
Non-Conformity class 3	Software Fix, if one is required	To be agreed with CLIENT as necessary

3.15 In the event Temenos is required to provide on-site issue response and resolution, Temenos shall charge the Client for consulting fees associated with such work. Direct costs shall also be chargeable (e.g.: travel costs related to the on-site visit).

3.16 For issues that Temenos resolves by way of a Software Fix, the manner in which Temenos may supply that Software Fix can be by way of making available an Update to the Client. Temenos is not obliged to rebuild any corrupted database of the Client.

3.17 If an issue cannot be replicated consistently then the issue will be closed as unable to replicate (and there shall be no obligation to implement a Software Fix). However, where possible and relevant, Temenos will provide a Non-Software Fix within the agreed timescale.

3.18 **Client' Obligations to Report Deliverable Issues:** The Client agrees to provide Temenos with documented examples of any Non-Conformities upon giving Temenos notice of the same. The Client hereby acknowledges that it may not be possible for Temenos to provide temporary or permanent advice and/or a Non-Software Fix if such examples or documents are not provided to Temenos on a timely basis. Temenos undertakes to keep detailed records of all duties carried out and at the Client's request shall make such records available for inspection and/or provide copies to the Client.

3.19 **Temenos' Obligations to Report Deliverable Issues:** If Temenos becomes aware of any issue associated with the Temenos Advanced Collections and Recovery software or any portion thereof through its own research, or through reports of such issues by Temenos' customers other than Client, that Temenos reasonably believes may impact the performance of Temenos Advanced Collections and Recovery software or any portion thereof, then Temenos will:

(a) report via TSP any issue that could lead to a Non-Conformity class 1 and publish the details of the relevant Update in which the issue is fixed; and

(b) for Non-Conformities classes 2 and 3, include the necessary fixes and related Documentation in the relevant Update in which the issue is fixed.

3.20 **Temenos' Obligation in Relation to Third Party Component(s):** All Third Party Components which have been licensed by the Client will be subject to such supplier's support policy. The HD will endeavour to resolve any issues with the licensed Third Party Component(s). Where escalation of the call to the third party supplier is necessary to obtain satisfactory resolution, the HD will act as the administration point, responsible for escalating the service call and co-ordinating any response. No undertakings as to the service commitments of any third party supplier are made by Temenos. The period of support for a Third Party Component(s) may be reduced due to the support policy imposed by the supplier.

3.21 Temenos' obligation to remedy a Non-Conformity shall not apply in the event of:

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(a) alteration (local or otherwise) having been made to Temenos Advanced Collections and Recovery software or to any stored data other than by Temenos or with its written consent;

(b) use of the Temenos Advanced Collections and Recovery software or any deliverable in a manner inconsistent with the Documentation or specifications;

(c) failure in the hardware or networks/infrastructure;

(d) failure in third party software, interfaces or data feeds not supplied by Temenos or the combination of the Temenos Advanced Collections and Recovery software with such third party materials not approved by Temenos in writing;

(e) failure by the Client to adhere to or to use any required configurations, operating environment or hardware specified by Temenos;

(f) failure by the Client to provide the relevant information required by Temenos to manage the issue;

(g) failure by the Client to install Updates; and/or

(h) wilful or negligent acts or omissions of the Client.

If it is determined that the requirement to provide Help Desk services is due to any of the above, or any work conducted by Temenos is not linked or generated by the Temenos Advanced Collections and Recovery software, Temenos shall be entitled to recover from the Client the cost of investigating the Non-Conformity or any work carried out on a time and material basis at then current published Temenos rates.

4. **Duration and Payment Terms**

4.1 Duration: The Client commits to Support Services from the Effective Date for the duration of the license Term unless otherwise statement in the Order Form.

4.2 Payment Terms: Support Fees are payable on the License Fees applicable for the Temenos Advanced Collections and Recovery software and any Developments. To the extent Developments are not identified on the Effective Date, any later Developments undertaken by Temenos shall be subject to Support Fees under the same terms and conditions as contained in the original Agreement. For the purposes of calculating the applicable Support Fees on Developments, the fees payable for the execution of the Developments or the applicable License Fees for the Development where expressed as a License Fee shall be the fee against which the Support Fees will be levied.

5. **Data Security**

5.1 The Client consents to the processing of Client Personal Data by Temenos and its agents to facilitate the subject matter of this Agreement. The Client is responsible for ensuring the lawfulness under the applicable privacy and data protection laws (including the obtaining of any required consents from third parties) before providing any Client Personal Data to Temenos.

5.2 Client Personal Data collected under this Agreement may be transferred, stored or processed in any country where Temenos or its Affiliates and agents maintain facilities. Such Client Personal Data will be subject to the Temenos Privacy Notices.

5.3 Temenos will abide by the requirements of the European Economic Area, the United Kingdom and the Swiss data protection law regarding the collection, use, transfer, retention and other processing of personal data from the European Economic Area, the United Kingdom and Switzerland.

5.4 Temenos does not require or request End User Data for provision of the Support Services including for the management or Resolution of Issues and the Client shall ensure that the information that is supplied, disclosed, submitted or otherwise made available to Temenos does not contain End User Data unless such data has been anonymized beforehand. Temenos reserves the right to reject any service requests (e.g. support tickets, transmissions of documentation) that contain End User Data. The Parties agree that such rejection does not constitute a breach of the Agreement (including any applicable SLA).

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5.5 If and to the extent Temenos or an Affiliates of Temenos processes any Client Personal Data for and on behalf of the Client and its Affiliates in the context of the services provided under this Agreement, Temenos undertakes that it shall:

- only process the Client Personal Data as a data processor on behalf of the Client and only in accordance with the Client's documented instructions and only in accordance with the Temenos Privacy Notices; and

- process the Client Personal Data only to the extent and in such manner as is required for Temenos to comply with the terms of the Agreement and supply the Support Services to the Client.

5.6 If the Client requires Temenos to access production or live Client Systems, Client will provide Temenos with separate terms to be agreed between the Parties in writing.

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