

TLC ENGINE SUPPORT POLICY (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. MAINTENANCE

- 1.1 TEMENOS shall provide to the CLIENT all Main Releases of and all Updates to the Software where and to the extent that these are made available by the Third Party Licensor.
- 1.2 TEMENOS shall provide CLIENT with first level help desk support, which shall consist of initial screening of any reported Anomalies, including telephone and email consultative support, identification and segregation of Anomalies and replication of the relevant Anomaly where and to the extent this is reasonably possible.
- 1.3 The CLIENT shall log any issues it encounters involving apparent Anomalies with the TEMENOS Help Desk via the Temenos Customer Support Portal on the Temenos web site. The CLIENT will ensure that all issues logged are fully documented to allow TEMENOS Help Desk to readily identify the nature of each such issue. To determine the status of any logged issue, the CLIENT will use the Temenos Customer Support Portal. TEMENOS Help Desk staff will update the Temenos Customer Support Portal with each action undertaken in the resolution of an issue ensuring that the CLIENT has access to up-to-date information on each such issue.
- 1.4 TEMENOS Help Desk shall categorise Anomalies as follows:
 - 1.4.1 **Urgent** - the TLC Engine totally ceases to function or crucial processes in the operation of the Software cannot be executed.
 - 1.4.2 **High** - the functionality of the TLC Engine is seriously impaired and important processes in the operation of the Software cannot be executed.
 - 1.4.3 **Medium** - the fault influences the execution of daily processes in the operation of the TLC Engine, but the TLC Engine can still be used because the fault can be circumvented.
 - 1.4.4 **Low** – Minor issue in the use of the TLC Engine that does not stop the primary use of the Software.
- 1.5 TEMENOS shall facilitate resolution of all Anomalies so logged by requiring Corrections from the Third Party Licensor in accordance with the following estimated Acknowledge and Resolution Target Times and communicating and propagating such Corrections back to the CLIENT for implementation:

Severity	Acknowledge	Resolution Plan	Workaround	Resolution Target
1 – Urgent	1 hour	4 hours	12 hours	5 Working Days
2 – High	2 hours	8 hours	24 hours	10 Working Days
3 – Medium	4 hours	2 Working Days	5 Working Days	15 Working Days
4 – Low	4 hours	n/a	n/a	n/a

- 1.6 The above times shall not include any periods where TEMENOS has requested relevant information from the CLIENT and is awaiting a response from the CLIENT to such request.

- 1.7 Faults reported by e-mail or voicemail after the normal business hours of the relevant TEMENOS Help Desk will be deemed to have been received at the commencement of business on the next Working Day.
- 1.8 The CLIENT shall not be entitled to receive any Maintenance in relation to an Unsupported Main Release.
- 1.9 The CLIENT shall not be entitled to receive access to any new Main Releases if any of the CLIENT's annual Maintenance Fees are overdue.
- 1.10 TEMENOS' obligation to remedy an Anomaly shall not apply in the event of:
 - 1.10.1 alteration (local or otherwise) having been made to the TLC Engine or to any stored data other than by TEMENOS or with its written consent;
 - 1.10.2 use of the TLC Engine or any deliverable in a manner inconsistent with the Documentation or specifications;
 - 1.10.3 failure in the hardware or networks/infrastructure;
 - 1.10.4 failure in third party software, interfaces or data feeds not supplied by TEMENOS or the combination of the TLC Engine with such third party materials not approved by TEMENOS in writing;
 - 1.10.5 failure by the CLIENT to adhere to or to use any required configurations, operating environment or hardware specified by TEMENOS;
 - 1.10.6 failure by the CLIENT to provide the relevant information required by TEMENOS to manage the issue;
 - 1.10.7 failure by the CLIENT to install Updates; and/or
 - 1.10.8 wilful or negligent acts or omissions of the CLIENT.
- 1.11 If it transpires that the provision of Help Desk services has been due to any of the above, or if any work conducted by TEMENOS in response to an Anomaly logged is not linked or generated by the TLC Engine, TEMENOS shall be entitled to recover from the CLIENT the cost of investigating the Anomaly or any work carried out on a time and material basis at then current published TEMENOS rates.

2. DATA SECURITY

- 2.1 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.
- 2.2 Client Personal Data collected under this Agreement may be transferred, stored or processed in any country where TEMENOS or its Affiliated Companies and agents maintain facilities. Such Client Personal Data will be subject to the TEMENOS Privacy Notices.
- 2.3 TEMENOS will abide by the requirements of the European Economic Area and the Swiss data protection law regarding the collection, use, transfer, retention and other processing of personal data from the European Economic Area and Switzerland.
- 2.4 TEMENOS does not require or request End User Data for provision of the Maintenance 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).
- 2.5 If and to the extent TEMENOS or an Affiliated Company of TEMENOS processes any Client Personal Data for and on behalf of the CLIENT and its Affiliated Company in the context of the services provided under this Agreement, TEMENOS undertakes that it shall:

- 2.6** 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
- 2.7** 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 Maintenance to the CLIENT.
- 2.8** If the CLIENT requires TEMENOS to access its production environment or its systems, CLIENT will provide TEMENOS with separate terms to be agreed between the parties in writing.