

CLOUD SERVICES SCHEDULE

This Offering Schedule ("**Cloud Services Schedule**") applies to any Cloud Services provided by Temenos to the Client, and supplements and is incorporated by reference into the Enterprise Terms referenced above. Terms defined in the Enterprise Terms apply to this Cloud Services Schedule unless otherwise defined in this Cloud Services Schedule.

1. Additional Definitions

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

"Amendment" has the meaning set out in Section 11.1.

"Ancillary Software" means software licensed or made available by Temenos to Client that is either deployed on machines operated by or for Client or distributed to End Users to facilitate operation of the Cloud Services or interoperation of the Cloud Services with other software, hardware, or services.

"Beta Releases" has the meaning set out in Section 2.4.

"Client Data" means all data and information, including Personal Data, text, sound, video, image files, software and any other materials that are submitted by or on behalf of the Client to Temenos or Temenos Affiliates, through use of the Cloud Services or as otherwise specified in an Order Form. Client Data shall constitute Client IP.

"Client Indemnified Materials" means any: (a) Client Data; and (b) Client Materials, other software and/or content not provided by Temenos which is hosted on, linked to, or combined with, the Cloud Services by or on behalf of the Client.

"Data Processing Agreement Schedule" or **"DPA"** means the schedule which sets out the additional terms and conditions applicable to the Processing of Personal Data under an Agreement.

"Hosting Provider" has the meaning set out in Section 4.1.

"Insurance Annex" means the Insurance Annex attached to this Offering Schedule setting out the insurance policies maintained by Temenos.

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

"Personal Data" means any information relating to an identified or identifiable natural person where such data is Processed by Temenos on behalf of the Client as part of, or in connection with, the Temenos Offering and shall at all times include where such data is Client Data.

"Processing" or **"Process"** means any operation or set of operations, which is performed on Personal Data or on sets of Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Security Incident" means a breach of security in a Temenos Environment resulting in the unauthorized loss, acquisition, disclosure, access, or use of Client Data.

"Security Uniform Terms" means the document setting out security procedures and practices applicable to certain Cloud Services, as made available via the Client Portal or at <https://www.temenos.com/legalcenter/> (or any other website notified by Temenos to the Client from time to time) as may be updated by Temenos from time to time.

"Service Level Agreement" or **"SLA"** means the description of the service levels applicable to particular Cloud Services, as specified in the Service Levels Uniform Terms.

"Service Levels" means the service levels applicable to the Cloud Services as set out in the Service Level Agreement.

"Sub-processor" means a subcontractor engaged by Temenos or its Affiliates that will Process Personal Data as part of the performance of the Temenos Offering.

“Subscription Term” means the term of the Client’s right to access and use the Cloud Services and to specific Support Services, as provided in the Order Form.

“Support Policy” means the Support Uniform Terms and the Service Levels Uniform Terms, which set out the terms on which Temenos provides Support Services for the Cloud Services.

“Temenos Environment” means a cloud environment under Temenos’ control used to provide the Cloud Services, as set out in an Order Form and relevant Documentation.

“Temenos Indemnified Parties” has the meaning set out in Section 7.1.

“Uniform Terms” has the meaning given in the Enterprise Terms, and for the purpose of this Cloud Services Schedule shall also include the Access and Integration Uniform Terms, the Business Continuity Uniform Terms, the Change and Release Management Uniform Terms, the Cloud Regions and Data Residency Uniform Terms, the Definitions Uniform Terms, the Governance Uniform Terms, the Implementation Uniform Terms, the Platform and Operations Uniform Terms, the Security Uniform Terms, the Service Levels Uniform Terms, the Subcontractors Uniform Terms, the Support Uniform Terms, the Updates Uniform Terms (all as may be updated by Temenos from time to time), and any other documents published on the Client Portal as Uniform Terms from time to time.

2. Cloud Services

2.1 Subject to the Client’s compliance with the Agreement and payment of applicable Fees, Temenos shall provide the Client access to, and use of, the Cloud Services and Ancillary Software set out in an Order Form for the Subscription Term, as applicable, in accordance with the applicable Service Levels.

2.2 User Credentials

The Client shall ensure that each User is issued with individual User Credentials and that User Credentials are not shared.

2.3 Malicious Code

Both Parties shall take reasonable steps to ensure that no Malicious Code is knowingly introduced into the Cloud Services. If Malicious Code is found in or to have accessed the Cloud Services, the Party who introduced the Malicious Code will:

- (a) immediately notify the other Party; and
- (b) assist in reducing the effects of the Malicious Code, including restoring any loss of operational efficiency and mitigating any security risks, with the understanding that Temenos may charge additional Fees for such assistance if the introduction of the Malicious Code is not solely and exclusively attributable to Temenos.

2.4 Beta Releases

Temenos may make available sandboxes, previews, beta or other pre-release features for optional evaluation (**“Beta Releases”**). Beta Releases:

- (a) are provided on an “as-is”, “with all faults” and “as available” basis with no warranties whether express or implied;
- (b) are not included within the Support Services nor within the service levels and service objectives provided for the Cloud Services;
- (c) shall not be used for production purposes nor for the storage or Processing of Personal Data; and
- (d) may be changed or discontinued by Temenos at any time without notice and Temenos may choose not to make a Beta Release service generally commercially available.

3. Interoperation

3.1 If the Client chooses to use any Client Materials in connection with its use of the Cloud Services, the Client grants Temenos permission to enable the providers of such Client Materials to access Client Data for the interoperation of such Client Materials with the Cloud Services, and any exchange of data or other interaction between the Client and a provider of such Client Materials is solely between the Client and such provider pursuant to any terms and conditions governing those Client Materials.

3.2 Temenos is not responsible for any disclosure, modification or deletion of Client Data resulting from any such access by Client Materials or their providers.

4. Hosting

4.1 As of the date of the Order Form, the Cloud Services are hosted by the entity(ies) specified in the Order Form (the **“Hosting Provider”**). The Hosting Provider shall be considered a Third Party Subcontractor.

- 4.2 The security of a Hosting Provider's services is described in materials published by the Hosting Provider.
- 4.3 A Hosting Provider may suspend the hosting services for the Cloud Services as a result of the Client's violation of the Hosting Provider's acceptable use policy or in the circumstances set out in Sections 8.2(a) to 8.2(d) but only to the extent the Hosting Provider deems reasonably necessary. Where the Hosting Provider suspends or threatens to suspend the Cloud Services as a result of the Client's violation, Temenos will provide as much notice to the Client as possible. Temenos shall provide advance notice to the Client of suspension and the Hosting Provider's reasons or, where advance notice is not reasonably possible, as soon as feasible after suspension and shall keep the Client appropriately updated regarding any information it receives from the Hosting Provider regarding the suspension until such suspension is resolved.
- 4.4 Subject to Sections 11.1 (Limitation of Liability) and 11.3 (Exclusion of Damages) of the Enterprise Terms, Temenos' liability to the Client for losses arising from a breach of Temenos' obligations caused by a Hosting Provider is limited to the aggregate amount that Temenos is able to recover from such Hosting Provider (proportionately shared between affected clients of Temenos and its Affiliates).

5. Support Services

- 5.1 Subject to the Client's compliance with the Agreement and payment of applicable Fees, Temenos shall provide the Client with the Support Services for the Cloud Services for the Subscription Term in accordance with the Support Policy.

6. Warranties

6.1 Temenos Warranties

Temenos warrants that:

- (a) the Cloud Services will perform materially in accordance with the Documentation;
 - (b) it will perform the Support Services materially in accordance with the Support Policy; and
 - (c) it shall notify the Client promptly if it becomes aware of any dispute which may have a material adverse impact upon the Cloud Services.
- 6.2 The Client shall notify Temenos of any claim under the warranties in Section 6.1 within ten (10) days of becoming aware of a breach of warranty.
- 6.3 The Client's exclusive remedy and Temenos' entire liability for a breach of the warranties in Section 6.1(a) and 6.1(b) shall be re-performance or repair of the applicable Cloud Services or payment of the applicable service credit in accordance with the relevant Service Level Agreement (as applicable).
- 6.4 Temenos will not be in breach of any warranty, and the remedies in Section 6.3 shall not apply, if the alleged breach has been caused by:
- (a) any use that is contrary to instructions in the Agreement or Documentation;
 - (b) any modifications not performed by Temenos;
 - (c) the Client failing to adhere to the Temenos upgrade policy or failing to implement updates and patches in a timely manner that are recommended by Temenos; or
 - (d) Malicious Code introduced by the Client, a Client Affiliate or a User.

6.5 Client Warranties

The Client warrants that it will comply with all applicable data protection laws in relation to the Client Data.

6.6 Insurance

During the Term, Temenos shall maintain with a reputable and financially sound insurance company at least the insurance policies set out in the Insurance Annex and shall show evidence of such policies upon request.

7. Indemnification by the Client

- 7.1 The Client shall defend Temenos, its Affiliates, licensors, suppliers and Third Party Subcontractors ("**Temenos Indemnified Parties**") against any claim made against a Temenos Indemnified Party by a third party based on:
- (a) any Client Indemnified Materials infringing the Intellectual Property Rights of a third party or making unlawful use of a third party's trade secrets or violating any applicable law;
 - (b) any usage of the Temenos Offering by the Client, Client Affiliate or Users not in compliance with the Agreement;
 - (c) any violation of applicable law, regulation or legal right of others or the unauthorized access to or disruption of any

service, data, account or network in connection with the use of the Cloud Services, by the Client, Client Affiliate or User; or

(d) Client's failure to use any patch, update or bug fix provided by Temenos,

and shall indemnify the Temenos Indemnified Parties for any Losses arising from such claim.

7.2 Conduct of Claims

The rights of the Temenos Indemnified Party under this Section 7 are conditional on Temenos or the applicable Temenos Indemnified Party:

- (a) promptly notifying the Client in writing of any claim and assisting the Client in its defense and resolution, with the Client reimbursing reasonable out of pocket expenses; and
- (b) giving the Client sole control over the defense or settlement of any claim. Any settlement will be subject to written approval by Temenos, not to be unreasonably withheld or delayed.

7.3 Nothing in the Agreement shall exclude or limit the liability of the Client for the Client indemnity set out in Section 7.1.

8. Monitoring and Suspension

8.1 Monitoring

Temenos may monitor the Client's use of the Cloud Services to verify compliance with the Agreement and Fees payable.

8.2 Suspension

Temenos may suspend the Client's access to and use of the Cloud Services, and/or the provision of the Support Services:

- (a) if the Client, any Client Affiliate or any User does not comply with the Acceptable Use Policy following notice from Temenos of non-compliance;
- (b) if Temenos reasonably determines that:
 - (i) the Client's use of the Cloud Services poses a security or functionality risk to the Cloud Services or a security or liability risk to Temenos, any of its Affiliates, Third Party Subcontractors, or any of its other clients; or
 - (ii) any part of the Cloud Services suffers or is about to suffer a significant or persistent security or functionality threat;
- (c) if required by a judicial or other governmental demand or order, subpoena, or law enforcement request; or
- (d) in any situation in which Temenos is entitled to terminate the Agreement, provided that Temenos does not waive its termination right by suspending.

8.3 Temenos shall provide advance notice to the Client of suspension and its reasons, or where advance notice is not reasonably possible, as soon as feasible after suspension.

8.4 If the Agreement remains in effect, Temenos shall restore access promptly upon its reasonable satisfaction that the circumstances giving rise to the suspension have been resolved.

9. Client Data

9.1 Ownership of Client Data

As between Temenos and the Client, the Client exclusively owns all rights, title and interest in and to all Client Data.

9.2 Responsibility for Client Data

The Client shall be solely responsible for:

- (a) the accuracy, quality and legality of Client Data;
- (b) the manner in which the Client acquired Client Data;
- (c) procuring any necessary consents for the Processing of Client Data by Temenos and any of its Sub-processors as permitted under the Agreement, including in the Temenos Environment;
- (d) giving the individuals who are the subjects of Client Data, and any regulator or enforcement agencies, any notices required by applicable law or regulation;
- (e) ensuring that collection, use, access and storage of Client Data in the Cloud Services, any application and Client systems complies with all laws applicable to such activities, including data privacy and transfer laws; and

- (f) ensuring that only Client Data which has been anonymized or which contains no Personal Data is submitted to the Temenos Offerings where this is specified in the Product Specific Terms for Cloud Services and the Documentation as a requirement for use of the Temenos Offerings.

9.3 **License for Temenos Performance**

The Client grants:

- (a) Temenos, its Affiliates, agents and any Third Party Subcontractors; and
- (b) any Sub-processors properly appointed in accordance with the Agreement,

a limited, non-exclusive, royalty-free, non-transferable (except as provided in Section 15.3 (Assignment) of the Enterprise Terms), worldwide license to access and use the Client Data and Client Materials only as necessary for Temenos' provision of the Cloud Services.

10. **Data Security and Privacy**

10.1 **Security Uniform Terms**

Temenos shall maintain reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of any Client Data in Temenos Environments and to address any Security Incident, as further specified in the Security Uniform Terms.

10.2 **Security Incidents**

In the event of a Security Incident of which Temenos becomes aware, Temenos shall:

- (a) promptly notify the Client of the Security Incident by telephone, email or the Client Portal, provided that such notification is not an acknowledgement by Temenos of any fault or liability;
- (b) investigate the Security Incident and provide the Client with detailed information about the Security Incident; and
- (c) take reasonable steps to mitigate the effects and minimize damage resulting from the Security Incident.

10.3 **Non-Disclosure of Client's Personal Data**

The Client may disclose Personal Data to Temenos:

- (a) through submission of Client Data to the Cloud Services; and
- (b) in connection with Support Services,

provided, in each case, such disclosure is in accordance with the Uniform Terms and Documentation and complies with the Client's internal security policies.

10.4 **Client Security Testing**

No more than once per year, upon thirty (30) days' written notice to Temenos and at the Client's sole expense, the Client or an independent third party nominated by the Client may test and evaluate the security of the Cloud Services, including by performing any security testing reasonably required by the Client. The security testing shall be subject to Temenos' reasonable security and confidentiality requirements, including those regarding the Temenos Environments, Confidential Information, Intellectual Property Rights, legal privileges, and confidentiality obligations owed to third parties. Temenos may refuse to permit any security testing that may adversely affect any other clients of Temenos or may constitute an unauthorized access of any computer system or may be otherwise unlawful. The cost of Temenos' resources to support the security testing shall be borne by the Client.

10.5 **Client Security Obligations**

Temenos and its Affiliates, licensors and suppliers will not be liable under the Agreement and Temenos will not be in breach of the Agreement to the extent that any liability, breach, or Security Incident arises from any of the following matters:

- (a) the Client, any Client Affiliate or User improperly or unlawfully Processing Client Data or causing Temenos to improperly or unlawfully process Client Data;
- (b) the Client, any Client Affiliate or User failing to comply with applicable laws (including applicable data protection laws); or
- (c) the Client failing to implement or comply with appropriate information security practices, systems, policies and controls, including relating to its use of the Cloud Services.

11. Changes and Additional Services

- 11.1 Notwithstanding Section 4 (Changes to the Temenos Offerings, Documentation and Uniform Terms) of the Enterprise Terms, Temenos may provide additional terms or update the terms of the Agreement if:
- (a) a Hosting Provider changes; or
 - (b) Temenos, its Affiliates or a Hosting Provider becomes subject to government regulation, obligations or requirements, collectively, (the **"Amendment"**), provided always that such Amendments shall not materially reduce the scope or the functionality of the Cloud Services or the level of protection applicable to the Client Data and that the Client is provided with not less than one hundred and eighty (180) days' written notice for Hosting Provider changes and not less than sixty (60) days' written notice for any other Amendment.
- 11.2 In addition, Temenos may, upon providing Client with not less than sixty (60) days' notice, terminate the provision of the Cloud Services where a current or future government requirement or regulation subjects Temenos or a Hosting Provider to any regulation or requirement not generally applicable to the type of Cloud Services provided to the Client or businesses operating in the relevant jurisdiction, presents a hardship for Temenos or causes Temenos to believe the Agreement is in conflict with such requirement or regulation. For example, if the Hosting Provider becomes or is anticipated to become regulated as a telecommunications provider.
- 11.3 Where the Client wishes to purchase additional Cloud Services or to change or supplement Cloud Services purchased under an existing Order Form, the Parties shall enter into a new Order Form.

12. Early Termination of Cloud Services or Support Services

- 12.1 If an Agreement for Cloud Services and/or Support Services is terminated (in whole or in part) prior to the expiry of the Term:
- (a) by the Client for any reason other than due to material breach by Temenos; or
 - (b) 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 (under the Agreement if the Agreement is terminated in whole or for the applicable terminated services if the Agreement is terminated in part (as the case may be)) 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.
- 12.2 The Client expressly acknowledges and accepts that the early termination fee described in Section 12.1 is fully justified considering the importance for both Parties of the duration commitment agreed in the Order Form and the significant amounts invested by Temenos in order to be able to perform the Agreement, that it represents a fair estimate of the loss that would be suffered by Temenos as a result of an early termination by the Client and its purpose is to protect Temenos' legitimate commercial interests, which include, without limitation:
- (a) that Temenos provided the discounts set out in the Order Form in return for the Client's commitment to procure the Cloud Services and/or Support Services for the Subscription Term, and that if the Client had committed to a shorter term(s), then Temenos would not have provided these discounts;
 - (b) the recovery of Temenos' costs to provide the Cloud Services and/or Support Services, including fixed costs and overheads, third party supplier costs and other costs incurred by Temenos to establish the services and enter into and manage the Agreement (such as sales, marketing and legal costs), that are amortized over the Subscription Term (as applicable) and would have been recovered by Temenos through the Fees;
 - (c) Temenos' interest in being able to efficiently operate its business and enter into commercial arrangements with its third party suppliers. Temenos organizes its business and such commercial arrangements around the expectation that its clients will meet their Subscription Term commitments; and
 - (d) the recovery of costs incurred by Temenos as a result of the early termination.

Sections 11.1 (Limitation of Liability) and 11.3 (Exclusion of Damages) of the Enterprise Terms do not apply to Section 12.1 and therefore do not exclude the Client's obligation to pay the early termination fee. Nothing in the Agreement shall be construed as to limit the liability of the Client for payment of the early termination fee described in Section 12.1.

13. Post-Termination Access to Data

Temenos will make available to the Client for download a file of the Client Data in text format along with attachments in their native format for a period of up to sixty (60) days after the effective date of termination. Unless agreed otherwise in writing, Temenos shall have no obligation to maintain or provide any of the Client Data after such sixty (60) day period and may, unless legally prohibited from doing so, delete all Client Data in its systems (or otherwise in its possession or

under its control).

14. Surviving Provisions

Sections 4.4, 7, 12 and 13 and any other provision which is intended to survive termination, or expressly stated elsewhere in the Agreement as surviving termination, shall survive any termination or expiration of an Agreement.

This Cloud Services 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

Name:

Title:

Date:

Authorized Signatory

Name:

Title:

Date:

Authorized Signatory

Name:

Title:

Date:

Authorized Signatory

Name:

Title:

Date:

INSURANCE ANNEX

Temenos will maintain the following insurance policies and limits:

- (a) professional indemnity insurance in an amount of not less than USD\$10m per event and in the aggregate;
- (b) general liability insurance in an amount of not less than USD\$10m (or an equivalent amount in CHF) per event and in the aggregate;
- (c) cyber insurance in an amount of not less than USD\$10m per event and in the aggregate; and
- (d) workers' compensation insurance in accordance with applicable legislation and awards.

PRODUCT SPECIFIC TERMS – CLOUD SERVICES

The following additional Product Specific Terms will apply to the extent that the relevant Product or Service module or capability is specified in the applicable Order Form or if the listed Service module or capability is included in the Temenos Offering and used by the Client as specified in the applicable Documentation. These Product Specific Terms form part of the Agreement between Temenos and the Client and are referenced in the Enterprise Terms. These Product Specific Terms may be updated or modified by Temenos from time to time by posting a revised version on the Temenos URL at <https://www.temenos.com/legalcenter/> or any other website notified by Temenos to the Client from time to time. The version of these Product Specific Terms that are valid at the time you enter into your Order Form are incorporated into the Agreement.

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

Products / Service module / capability	Product Specific Terms
<p>Temenos Digital Retail Servicing</p> <p>Temenos Digital Business Servicing</p> <p>Temenos Digital Wealth Servicing</p> <p>Temenos Digital Retail Originations</p> <p>Temenos Digital Business Originations</p> <p>Digital Retail Enterprise Servicing</p> <p>Digital Business and Corporate Enterprise Servicing</p> <p>Fabric</p> <p>Visualizer</p>	<p>1. Digital Applications (formerly known as Infinity Applications)</p> <p>1.1 For the purpose of these Product Specific Terms:</p> <p>“Client Application” means a web or mobile software application developed in whole or part by or on behalf of the Client using the Digital Platform for use by Client’s customers and based on the Temenos Digital User Interfaces.</p> <p>“Client Data” means all data and information, text, sound, video, images, files or any other materials processed by the Client through a Client Application.</p> <p>“End Users” means end users of the Client Application who may be potential or actual customers of Client, employees, contractors or agent of clients.</p> <p>“Digital Platform” means the Temenos platform software (formerly known as Quantum) which includes Fabric and Visualizer.</p> <p>“Temenos Digital User Interfaces” means digital software applications and/or micro-applications with common and selectable features or functionality provided by Temenos as reference accelerator user interfaces for building Client Applications using the Infinity Platform UI development software (Visualizer).</p> <p>1.2 In addition to the Ancillary Software rights granted under the Enterprise Terms, Temenos grants to the Client a limited non-exclusive, royalty-free, non-transferable, non-sub-licensable (except as provided in the Assignment section of the Enterprise Terms) 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.</p> <p>1.3 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.</p> <p>1.4 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 Temenos Software; (ii) transferring the Temenos Software to a third party separately from the Client Application; (iii) modifying, decompiling, disassembling, 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.</p> <p>1.5 The Temenos Digital User Interfaces are reference applications/accelerator user interfaces for the Client to use to develop its own Client Applications using the Digital Platform and are made available on an ‘as-is’ basis with no warranties of any kind. Temenos does not provide Support Services for Temenos Digital User Interfaces or Client Applications developed by or for the Client using the Cloud Services, except that Temenos may enhance the Temenos Digital User Interfaces with new features and functions in software releases that it makes generally available. For the avoidance of doubt, Temenos does provide Support Services as set forth in the Support Policy for the underlying Temenos platform software elements including Fabric apps, original APIs, microservices, Spotlight and Assist.</p> <p>1.6 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.</p>

	<p>2. Digital Platform (Visualizer /Fabric)</p> <p>2.1 The Digital Platform may not be used to build applications other than Client Applications based on the licensed Temenos Digital User Interfaces unless the Client has expressly purchased the rights to use the Digital Platform for additional application development and subject to payment of the applicable fees for such development rights.</p> <p>2.2 Support for Mobile Device OS updates (iOS/Android)</p> <p>(a) Temenos will use commercially reasonable efforts to provide updates of the Digital Platform to function with new releases of currently supported mobile device manufacturer's Operating Systems ("OS") as per the timelines below:</p> <p>(i) New releases of currently supported manufacturer's OS or software development kit ("SDK") - within 30 business days from General Availability ("GA") release by the manufacturer to the developer community or the next GA release of the Digital Platform, whichever is later. Customer must update new GA plugins made available by Temenos to: (i) take advantage of the new features or enhancements in the Digital Platform current feature set; and (ii) 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.</p> <p>(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 the Digital Platform, whichever is later. Customer 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 Customer 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.</p> <p>(b) Temenos will use commercially reasonable efforts to provide updates to the Digital Platform 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.</p>
Journey Manager	<p>3. Journey Manager Application Forms</p> <p>3.1 "Journey Application" means an application or form developed by or on behalf of the Client using the Journey Manager platform software.</p> <p>3.2 Temenos may provide templates as part of the Journey Manager platform form authoring tools and/or 'Springboard solutions'. These are provided as accelerators/templates for the Client to create its own Journey Applications. Temenos does not provide Support Services for Client's Journey Applications.</p>
Transact User Agent Wealth User Agent	<p>4. Temenos User Agents</p> <p>4.1 Temenos User Agents built on the Temenos Explorer framework are provided for use with the Temenos Software only. The Client may customize Temenos User Agents provided that Temenos does not provide support for any modifications or derivative works based on Temenos Explorer or Temenos User Agents.</p>

Temenos Payments Hub User Agent Temenos Explorer	<p>4.2 The Unified User Experience ("UUX") chart component included in Temenos Explorer uses the HighCharts library, which is proprietary software of Highsoft AS. UUX charts included in a Temenos User Agent may be used only in the form originally provided by Temenos. The Client shall not alter any UUX charts included in a Temenos User Agent or create new charts without first purchasing a separate license from Highsoft AS. Please refer to the Temenos Explorer and UUX documentation at https://developer.temenos.com for further details.</p>
Journey Manager Journey Analytics Temenos Digital Retail Originations Temenos Digital Business Originations	<p>5. Onboarding Analytics / Journey Analytics</p> <p>5.1 For the purposes of these Product Specific Terms:</p> <p>"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.</p> <p>"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.</p> <p>"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: in both cases in the course of the Client supplying or offering to supply its products, goods or services to such person.</p> <p>5.2 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.</p> <p>5.3 Temenos may discontinue the analytics feature and in such event will provide advance written notice to the Client of its plans to do so.</p>

<p>AI Services</p> <p>XAI Platform and XAI Models</p>	<p>6. XAI Terms</p> <p>6.1 For the purpose of these Product Specific Terms:</p> <p>“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 Offerings.</p> <p>“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.</p> <p>“Temenos Aggregated Data” means any data that is created by Temenos or its Affiliates by aggregating any data (including Client Data) with other data in a de-identified and anonymized manner, and will include the aggregated outputs of any AI Solutions or any other learnings, logs or other data regarding the use of the Temenos Offerings.</p> <p>“Temenos IP” means (i) all rights, including Intellectual Property Rights, owned by Temenos or its Affiliates as of the Effective Date, (ii) all rights, including Intellectual Property Rights, acquired, developed or created by Temenos or its Affiliates independently or as part of the Temenos Offerings provided to the Client including, without limitation, all Deliverables, models and algorithms, any outputs developed by the AI Solutions and all Temenos Aggregated Data (iii) all rights, including Intellectual Property Rights, in the Temenos Offerings, any models and algorithms created using the Temenos Offerings and all integrations between the Temenos Offerings and third-party applications, and (iv) all modifications, extensions, customizations, upgrades, enhancements, and derivative works of any of the foregoing.</p> <p>6.2 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 Rights of the Temenos group of companies and are to be considered by the Client as strictly confidential.</p> <p>6.3 Client Obligations in relation to AI Solutions. If the Client, any Client User, or any End User provides Client Data as an input to any AI Solutions: (i) the Client shall be solely responsible for the quality of such Client Data (whether such Client Data is sourced from the Client, its End Users, 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; (ii) to the extent that negative patterns or results are identified by the Client, the Client shall report the same to Temenos as soon as possible and the 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 (iii) the Client shall bear all costs associated with adjusting such Client Data or altering the algorithms.</p> <p>6.4 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. The Client acknowledges that it shall be responsible for all actions that Client, any Client User, or any of its End Users, 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 Users, 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 User 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 Users as a result of their use of, or outputs from, any AI Solutions.</p> <p>6.5 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, the 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.</p>
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Temenos Workbench Transact Platform Transact Foundation - Enterprise Services	<p>7. Developer Tools - Restrictions and Support</p> <p>7.1 Temenos Workbench. 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.</p> <p>7.2 As developer tools are for non-production development purposes only, Cloud Services Production Environment SLAs are not applicable.</p>
App Factory	<p>8. App Factory. App Factory is a CI/CD (continuous integration or continuous delivery) environment made available for Client developers to assist developers to build/deploy applications developed using the Infinity Visualizer/Fabric. App Factory is a development tool for internal development use only and is subject to non-production SLAs and security controls. No Personal Data may be submitted to the App Factory and any rights set out in the Agreement to conduct Client security testing on the Cloud Services are not applicable to App Factory. App Factory is currently hosted by Temenos on Amazon Web Services primarily and MacStadium (for Mac iOS runtime environments). As developer tools are for non-production development purposes only, Cloud Services Production Environment SLAs are not applicable.</p>
Transact Platform Any other Temenos Software developer tools	<p>9. Free Tools; Test scripts. Any free of charge developer software tools or test scripts provided or made available by Temenos are provided 'as-is' without warranties or conditions of any kind, including implied warranties of title, merchantability, non-infringement and fitness for particular a 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).</p>
TLC Online	<p>10. TLC Online Training Subscriptions</p> <p>10.1 For the purpose of these Product Specific Terms:</p> <p>"Authorized Users" means the employees and consultants of the Client who are authorized to use the TLC Online Services.</p> <p>"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.</p> <p>"TLC Terms of Use" means the terms of use of the TLC Online Services as set out at https://tlc.temenos.com or any other website notified by Temenos to the Client from time to time.</p> <p>"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.</p> <p>10.2 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.</p> <p>10.3 The Client shall ensure that only Authorized Users are permitted to access and use the User Subscriptions and that:</p> <ul style="list-style-type: none"> (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. <p>10.4 The Client may purchase additional User Subscriptions during a Subscription Term by entering into a new Order Form.</p> <p>10.5 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.</p>

	<p>10.6 The Client shall comply with the TLC Terms of Use and is responsible for Authorized Users compliance with the Agreement and the TLC Terms of Use.</p> <p>10.7 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.</p> <p>10.8 The Client shall use all reasonable endeavours 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.</p> <p>10.9 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.</p> <p>10.10 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.</p> <p>10.11 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.</p>
Extensibility Framework	<p>11. Extensibility Framework – Platform Capability.</p> <p>11.1 For the purpose of these Product Specific Terms and the Agreement: "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 platform functionality which is made available to the Client to assist the Client to consume and manage the Temenos Software and /or the service life cycle for the relevant Cloud Services including configuration, automation and self service functions, including by way of example the extensibility framework.</p> <p>11.2 Specific Platform Capabilities may be available for the Cloud Services 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 but Temenos may provide the Client access to the Client Customizations as part of the Cloud Services subject to adhering to the relevant operational procedures to onboard the Client Customizations into the Temenos Environments. The Acceptable Use Policy shall apply to any Client Customizations hosted by Temenos.</p> <p>11.3 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 Cloud Services and Temenos Software and shall not be used or exploited independently of the Temenos Software.</p> <p>11.4 The Client is responsible for any defects or deficiencies in the running, security or performance of the Temenos Software and/or the Cloud Services or the interfaces and communications between the Temenos Software and/or Cloud Services and other programs caused by a Client Customization ("Deficiencies"). Accordingly Temenos is not responsible for any incidents, failure or non-performance related to the Cloud Services 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.</p> <p>11.5 If the Client does not adhere to the principles and obligations as set out in the Documentation relating to the Platform Capabilities, the Cloud Services may not operate in accordance with the Documentation (which includes the User Guides and the Uniform Terms) and/or the service levels and services objectives set out in the Cloud Services support policy.</p> <p>11.6 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.</p> <p>11.7 The terms and conditions in the Agreement which apply to Client Materials, Client Indemnified Materials and Client IP shall apply equally to Client Customizations. Client Customizations are excluded from any indemnification or warranty provided by Temenos.</p> <p>11.8 The right to suspend the Cloud Services shall apply if the Deficiencies in a Client Customization pose a security or functionality risk to the Cloud Services or a security or liability risk to Temenos, any of its Affiliates, Third Party Subcontractors or any of its other clients.</p>

	11.9 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.
Buy Now Pay Later (BNPL) Retail Enterprise – Lending	<p>12. Merchant Library</p> <p>12.1 For the purpose of these Product Specific 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 Library" means the javascript library and accompanying html files, 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 authorized by the Client to distribute Client BNPL Products through its websites or mobile applications.</p> <p>12.2 The Merchant Library SDK is provided to the Client, and the Client may distribute the Merchant Library to Merchants, subject to the following terms:</p> <ul style="list-style-type: none"> (a) Merchants (and their affiliates and service providers) may use the Merchant Library 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 Library with any other person or use (or permit any other person to use) the Merchant Library for any other purpose. (c) THE MERCHANT LIBRARY 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 LIBRARY. (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 LIBRARY OR THE USE OF THE MERCHANT LIBRARY BY ANY PERSON. <p>12.3 The Client shall not distribute the Merchant Library 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).</p>