

SCHEDULE: REGULATORY SCHEDULE

This Regulatory Schedule sets out the obligations of Temenos with regard to Outsourced Services and Termination Assistance and is incorporated by reference into the Enterprise Terms referenced above.

In the event of any inconsistency between parts of an Agreement to which this Regulatory Schedule applies, the inconsistency will be resolved by reference to the following order of precedence:

- (a) the DPA Schedule (if applicable);
- (b) this Regulatory Schedule;
- (c) the Order Form or Service Order; and
- (d) the Enterprise Terms.

1. Definitions

Unless defined below, defined terms are as defined in the Enterprise Terms. The following terms apply unless the context requires otherwise:

"Auditor" means a professional external third party auditor engaged in that capacity by the Client, other than auditors who are, in Temenos' reasonable opinion, direct competitors of Temenos or any Temenos Affiliate.

"Core Subcontracting" means the subcontracting of any part of the Outsourced Services that are necessary for the operation of those Temenos Offerings. A list of Core Subcontractors is set out in the relevant Security Schedule, and includes the Hosting Provider(s).

"Disruption" means the occurrence of one or more events that materially impacts the performance of the Cloud Services by Temenos.

"Non-Core Subcontracting" means the subcontracting of any part of the Outsourced Services that is not a Core Subcontracting. A list of Non-Core Subcontractors is set out in the Security Schedule.

"Outsourced Services" means any aspects of the Temenos Offerings outsourced by the Client to Temenos and performed on a recurrent or ongoing basis under which Temenos performs a process, a service or an activity that would otherwise be undertaken by the Client itself.

"Regulator" means a financial services regulator or other government or state body with equivalent supervisory authority over the Client.

"Subcontracting" means either a Core Subcontracting or a Non-Core Subcontracting and **"Subcontract"**, **"Subcontractor"** and such related terms shall be interpreted accordingly.

"Termination Assistance Services" has the meaning set out in Section 9.1.

"Third Party Subcontractor" has the meaning set out in Section 2.2.

2. Subcontracting

2.1 Temenos Affiliates

Some or all of Temenos' obligations under an Agreement may be performed by Temenos Affiliates, and the Client agrees that Temenos may Subcontract any part of the Outsourced Services and other obligations under an Agreement to the Temenos Affiliates set out in the relevant Security Schedule or as otherwise appointed in accordance with this Section 2. Temenos shall put in place a written agreement with each Temenos Affiliate governing the provision of the Subcontracted services which shall provide the Client, its Auditors and Regulator(s) with appropriate access, information and audit rights, and which obliges the Subcontractor to comply with all laws applicable to the Temenos Affiliate's provision of the Subcontracted Outsourced Services and any relevant provisions of the Agreement and Regulatory Schedule. The Temenos Affiliate may further subcontract the Outsourced Services provided that the terms of such subcontracting are in writing and include provisions no less onerous on the further subcontractor than those in place between Temenos and the Temenos Affiliate.

2.2 Third Party Subcontractors

Temenos may Subcontract part of the Outsourced Services to the external third parties (“**Third Party Subcontractors**”) set out in the relevant Security Schedule or as otherwise appointed in accordance with this Section 2. For the avoidance of doubt, the Hosting Provider(s) is/are one such Third Party Subcontractor. Temenos shall put in place a written agreement with each Third Party Subcontractor governing the provision of the Subcontracted Outsourced Services which shall provide the Client, its Auditors and Regulator(s) with appropriate access, information and audit rights, and which obliges the Subcontractor to comply with all laws applicable to the Third Party Subcontractor’s provision of the Subcontracted Outsourced Services and any relevant provisions of the Agreement and Regulatory Schedule. Third Party Subcontractors may further subcontract the Outsourced Services provided that the terms of such subcontracting are in writing and include provisions no less onerous on the further subcontractor than those in place between Temenos and the Third Party Subcontractor.

2.3 Appointment of, or material changes to, Temenos Affiliates or Third Party Subcontractors

Temenos may, at its discretion, appoint additional Subcontractors or make material changes to the duties of Subcontractors provided that:

- (a) in the case of a change of Hosting Provider: Temenos provides the Client with twelve (12) months’ written notice of the intended change, including details of the intended replacement Hosting Provider and its data privacy and data security measures;
- (b) in the case of a Core Subcontracting to a Third Party Subcontractor: Temenos provides the Client with sixty (60) days’ written notice of the intended appointment or change, including information on the scope of the Third Party Subcontractor’s role and whether (and to what extent) the Third Party Subcontractor will process Client Data and/or Personal Data;
- (c) in the case of a Non-Core Subcontracting to a Third Party Subcontractor or in the case of Subcontracting to a Temenos Affiliate: Temenos provides the Client with thirty (30) days’ written notice of the intended appointment or change, including information on the scope of the Temenos Affiliate or Third Party Subcontractor’s role and whether (and to what extent) the Temenos Affiliate or Third Party Subcontractor will process Client Data and/or Personal Data; and
- (d) the Client does not object to the appointment of a Core Subcontractor pursuant to Section 2.4.

2.4 Objection to Core Subcontracting

The Client may, acting reasonably, object to the appointment of additional Core Subcontractors or the material change to the duties of a Core Subcontractor where, following a risk assessment, the Client has a legitimate and reasonable belief that such activities would materially increase its risk of using the Outsourced Services. If the Client objects to the appointment of a Core Subcontractor or material change in their duties, the Client shall promptly notify Temenos in writing, specifying the reasons for the Client’s objection. Following receipt of the Client’s notification Temenos may either:

- (a) accept the Client’s objection and withdraw its intention to appoint the Core Subcontractor or change of duties of a Core Subcontractor; or
- (b) initiate the informal dispute resolution procedure set out in the Agreement. If the Parties are unable to resolve their Dispute within thirty (30) days of their first meeting then either Party may elect to terminate the Outsourced Services on thirty (30) days’ written notice.

2.5 Responsibility for Subcontractors

Temenos shall, at all times, be responsible for the acts and omissions of Temenos Affiliates and Third Party Subcontractors, subject to the relevant limitations and exclusions of liability set out in the Agreement.

2.6 Monitoring of Subcontractors

Temenos shall ensure that it appropriately monitors the performance of Temenos Affiliates and Third Party Subcontractors and shall notify the Client of any material underperformance of a Temenos Affiliate or Third Party Subcontractor.

2.7 Emergency Subcontracting

Subject to Temenos’ compliance with Sections 2.1, 2.2, 2.5 and 2.6, the Client gives Temenos a general authorization as follows:

- (a) to allow expert personnel of any Temenos Affiliates to access the Outsourced Services from any location to address

- (b) emergency fixes and resolutions, provided their access is enabled only on a temporary basis and is restricted to only those parts of the Outsourced Services that they reasonably require access to in order to assist with the relevant emergency fix or resolution, and only to the extent that neither Temenos nor any of Temenos' Affiliates listed in the Security Schedule (or otherwise appointed in accordance with this Section 2 are able to perform the work. Temenos must notify the Client as soon as reasonably practicable following such access under this Section 2.7(a); and/or
- (c) to appoint Temenos Affiliates or Third Party Subcontractors on a temporary, time limited basis) if Temenos, or any Temenos Affiliate or Third Party Subcontractor, are unable to provide part of the Outsourced Services as a result of an unforeseen event which is capable of materially affecting the continuity or quality of the Outsourced Services. Such general authorization shall apply to the minimum extent necessary to ensure the continuity or quality of the Outsourced Services. Temenos must notify the Client as soon as reasonably practicable of any temporary appointment under this Section 2.7(c) and shall keep the Client appropriately updated as to its plans regarding the restoration of the affected parts of the Outsourced Services (including with respect to any permanent replacement of a Temenos Affiliate or Third Party Subcontractor). The Client may at any time notify Temenos in writing of its objection to the use of a temporary Temenos Affiliate or Third Party Subcontractor in which case Temenos shall cease the use of such temporary Temenos Affiliate or Third Party Subcontractor. Any such objection may give rise to a suspension event under the Agreement.

2.8 General Supplies

The Client acknowledges that Temenos may, during the ordinary course of business, purchase from third party providers, goods and services and contract persons to provide services (both **"General Supplies"**). Obtaining General Supplies shall not be considered Subcontracting and providers of General Supplies are not Third Party Subcontractors for the purposes of this Regulatory Schedule or the Agreement. For the avoidance of doubt, General Supplies includes, but is not limited to the provision of software or other tools which are used by Temenos for its internal business purposes (e.g., Microsoft Office products), including associated maintenance and the provision of software or other tools which are used by Temenos to support Temenos' ability to provide the Outsourced Services, but are not identified as part of the Outsourced Services themselves.

3. Business Continuity and Disaster Recovery

- 3.1 The provision of disaster recovery and testing of back up facilities relating to the Cloud Services are set out in the Services Specification.
- 3.2 Upon request, Temenos shall provide the Client with a copy of the then current disaster recovery plan applicable to the delivery of the Outsourced Services (the **"Recovery Plan"**) which Temenos has implemented.
- 3.3 Temenos shall ensure that the Recovery Plan has been tested at least annually. Temenos shall, if requested in writing by the Client, provide the Client with a confidential summary of the results of any such tests and take such steps as may be reasonably required to address any deficiencies or weaknesses in the Recovery Plan identified by such tests.
- 3.4 Temenos shall review and update the Recovery Plan on a regular basis to ensure that it is kept up-to-date and reflects all changes to the Outsourced Services.
- 3.5 If Temenos becomes aware of an occurrence of a Disruption that affects the provision of the Outsourced Services or of a potential Disruption which in its reasonable estimation is likely to delay or materially interrupt the Outsourced Services such that Temenos will not be able meet any material obligations under an Agreement or this Regulatory Schedule, then Temenos shall, unless otherwise agreed with the Client, give prompt written notice to the Client of the relevant circumstances and their potential impact. Where such Disruption affects multiple Clients, such notification may be made via a notice on the Client Portal.
- 3.6 If a Disruption affects the performance of the Outsourced Services, Temenos shall: (i) promptly implement the Recovery Plan; and (ii) continue to perform any Outsourced Services, which are not affected by the Disruption.
- 3.7 Temenos may be excused from delays, failures or other deficiencies in the performance of affected Outsourced Services, if and to the extent this results in a Force Majeure Event.

4. Access, Information and Audit Rights

4.1 Exercise of Access, Information and Audit Rights

It is recognized by the Parties that Regulators have certain information gathering and investigatory powers conferred on them by statute and that nothing in any agreement shall affect the lawful exercise of those powers.

- 4.2 Without prejudice to the effective exercise of the access, information and audit rights by the Client (and its Auditors) under Sections 5, 6 and 7 the Parties acknowledge that such rights shall be exercised in a proportionate manner and in

a way which causes the lowest levels of inconvenience and disturbance practicable to Temenos and its clients (and to Core Subcontractors and their clients) and in a manner which avoids or mitigates any adverse impacts on the security or data privacy of the operations and systems deployed by Temenos and/or Core Subcontractors. In particular the Client shall:

- (a) exercise its access and audit rights and determine the areas to be audited on a risk-based approach and adhere to relevant, commonly accepted, national and international audit standards;
- (b) consider the use of pooled audits organized jointly with other customers of Temenos; and
- (c) consider the use of third party certifications and reports made available by Temenos.

For the avoidance of doubt, such rights shall not include the right to access: (i) information of other clients of Temenos; or (ii) information relating to Temenos' costs of providing the Outsourced Services or any part thereof or any internal charges.

4.3 Before any access, information or audit rights granted under Sections 5, 6 or 7 are exercised by:

- (a) *an Auditor*: the Auditor shall enter into specific confidentiality and related undertakings governing the exercise of any examination right with consistent with the terms of the Agreement and any other related protections applicable to Temenos; or
- (b) *a Regulator*: the Client shall seek appropriate assurance from the Regulator that it will keep any information it receives confidential (unless, and solely to the extent that, disclosure of the information is required in the proper performance of their regulatory duties).

4.4 Support of Access, Information and Audit Rights by Temenos Personnel

Temenos will provide the Client and its Auditors and/or Regulators with support in relation to the exercise of the access, information and audit rights granted under this Regulatory Schedule and shall make its personnel and external auditors available accordingly. The Client shall pay all fees associated with the provision of such support (including with respect to any costs incurred by Temenos with respect to any support provided by a Subcontractor) at Temenos' then current rate card (unless, and solely to the extent that, the Parties have agreed a set scope of work in relation to the support of access, information and audit rights).

4.5 Security and Safety of Premises

When exercising rights of access to premises the Client, its Auditors and Regulators shall (and shall procure that its employees, consultants and agents shall) comply with all reasonable instructions of their escorts and shall comply with all site security and health and safety protocols applicable to the premises being examined. The Client recognizes that the sites at which it wishes to perform its rights pursuant to Sections 6 and 7 may be multi-client environments, and accordingly shall ensure that risks to the environment of Temenos' other customers (e.g., impact on service levels, availability of data, confidentiality aspects) are avoided or mitigated.

5. Access to Information and Data

5.1 The Client (and its Auditors and Regulators) will be provided with access to the following information and data at no additional cost:

- (a) Client Data through its use of the Outsourced Services in accordance with the Agreement;
- (b) relevant data relating to Temenos' performance in accordance with any applicable service levels set out in the Agreement;
- (c) relevant data relating to Temenos' security standards and procedures as set out in the Security Schedule; and
- (d) relevant data relating to any Security Audits or security tests carried out in accordance with the Agreement, (collectively, the "**Standard Data**").

5.2 In addition, the Client (or an Auditor acting on its behalf) may request such additional data as it reasonably requires in order to monitor the outsourcing arrangements and to ensure compliance with its regulatory obligations and Temenos' compliance with its contractual requirements under the Agreement (the "**Additional Data**"). The Client shall give Temenos at least thirty (30) days' prior written notice of any request for Additional Data, unless this is not possible due to an emergency or crisis situation or would lead to a situation where the audit would no longer be effective. Temenos shall charge the Client for the collation, preparation and delivery of the Additional Data in accordance with Section 6.3.

5.3 Any request for Standard Data or Additional Data shall not result in:

- (a) access to any premises owned or controlled by Temenos, any other client, or any Third Party Subcontractor, including any Hosting Provider; or
- (b) access to any data belonging to another client of Temenos or any other customer of any Hosting Provider, nor any Confidential Information or financial information relating to Temenos, the Hosting Provider, or their respective other clients or prospective clients.

6. Access to Temenos' (or Temenos Affiliates') Premises

- 6.1 The Client may once in every Contract Year during the term of the Agreement (or more frequently if the request is made by a Regulator) request in writing to participate in an examination of the provision of the Outsourced Services and the storage and processing of the Client Data by Temenos or a Temenos Affiliate (either directly or via an Auditor acting on its behalf). The scope of any such examination shall be agreed between the Parties (acting reasonably) and may, subject to agreement, include the provision of a confidential summary of any security tests undertaken by Temenos or a visit to the premises from where the Outsourced Services are being provided by Temenos or the relevant Temenos Affiliate. The Client shall give Temenos at least sixty (60) days' prior written notice of its request to exercise its rights under this Section 6.
- 6.2 To the extent required by the Client, Temenos will procure entry for a Regulator and/or an Auditor, during business hours, to any relevant business premises controlled by Temenos (or a Temenos Affiliate) from where any Outsourced Services are provisioned (but not any premises controlled by a Third Party Subcontractor) to enable the Regulator and/or the Auditor to review and inspect the controls in place and any other aspects of the Outsourced Services that are strictly necessary to be reviewed and inspected by:
 - (a) an Auditor in order to enable the Client to comply with its regulatory requirements; and/or
 - (b) a Regulator in order to enable it to fulfil its supervisory obligations.
- 6.3 Fees shall be payable by the Client for any such assistance provided by Temenos, any Temenos Affiliates and any Third Party Subcontractors pursuant to Sections 5.2, 6 and 7 and Temenos reserves the right to charge the Client reasonable fees for any assistance provided to a Regulator arising from the exercise of the Regulator's access, information and audit powers in accordance with this Schedule.

7. Access to Third Party Subcontractors' Premises

- 7.1 The Client may once in every Contract Year during the term of the Agreement (or more frequently if the request is made by a Regulator) make a request in order to access any part of the premises where the Outsourced Services are carried out by a Third Party Subcontractor, which is a Core Subcontractor (either directly, or by an Auditor or Regulator). Prior to exercising any such rights, the Client and Temenos will diligently attempt to resolve that request through use of the information and resources the Third Party Subcontractor in question makes generally available to its customers.
- 7.2 In respect of a Third Party Subcontractor which is a Core Subcontractor, if after:
 - (a) requesting, receiving and reviewing the Standard Data and Additional Data pursuant to the process set out in Section 5; and
 - (b) carrying out an examination of the provision of the Outsourced Services pursuant to Section 6,
 the Client (or its Regulator) reasonably determine that the information and access provided are insufficient to address the Client's or Regulator's stated objectives (and in the case of a Regulator, upon Client's written confirmation that the Regulator has supervisory authority over the Client to make such a request) subject to Sections 7.4 and 7.5 Temenos will request that the relevant Third Party Subcontractor provides the Client, Auditor or Regulator (as appropriate):
 - (c) the opportunity to communicate with the Third Party Subcontractor or the Third Party Subcontractor's auditor; and
 - (d) a direct right to examine the Third Party Subcontractor's relevant business premises and access to information, records, reports and documents relating to those aspects of the Outsourced Services that the Third Party Subcontractor provides.
- 7.3 The Client shall give Temenos at least ninety (90) days' prior written notice of its request to exercise its rights under Section 7.2. Fees shall be payable by the Client for any such assistance in accordance with Section 6.3. The exercise of any such right to examine shall be intermediated and supervised by Temenos, unless otherwise agreed in writing and shall take place during the Third Party Subcontractor's business hours. If the exercise of the access, information and audit rights under this Section **Error! Reference source not found.** could, in Temenos' or the relevant Core Subcontractor's reasonable opinion, create a risk for an environment of another client of either Temenos or a Core Subcontractor (including due to its impact on service levels, availability of data, and confidentiality), Temenos and the Client will agree

on a way to address the request that provides a similar level of assurance which ensures that risks to the environments of the other clients of Temenos and the Core Subcontractor are avoided or mitigated.

- 7.4 The Client, its Regulator and/or the Auditors must enter into a binding and enforceable non-disclosure agreement with the Hosting Provider prior to exercising the rights under Section 7.2. Where the intended exercise of rights under Section 7.2 is in respect of a Hosting Provider's Third Party Subcontractor, if notified by Temenos that it is required, the Client, its Regulator and/or the Auditors must enter into a binding and enforceable non-disclosure agreement with the relevant Hosting Provider's Third Party Subcontractor prior to exercising the rights under Section 7.2.
- 7.5 Any information, responses and documentation provided by, or on behalf of, the Hosting Provider (or any of the Hosting Provider's Third Party Subcontractors which are Core Subcontractors) pursuant to this Section 7 ("**Hosting Provider Confidential Information**") will be treated as confidential information and will be provided to the recipient pursuant to confidentiality obligations reasonably acceptable to the Hosting Provider. Hosting Provider Confidential Information may be disclosed to:
- (a) a Regulator, provided the Client first obtains confidential treatment or similar protections; and
 - (b) an Auditor, provided the auditor first enters into a binding and enforceable non-disclosure agreement with the Hosting Provider.

8. Termination

8.1 Termination for Cause

Either Party may terminate the Outsourced Services (including the Client's rights to access and use the Cloud Services and the Parties' respective obligation to render and pay for future services) and may terminate the relevant Agreement by giving written notice to the other Party:

- (a) thirty (30) days after giving written notice of a material breach of the Agreement or Regulatory Schedule if the breach remains uncured at that time; or
- (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors which, if filed by a third party, is not dismissed within sixty (60) days. For the avoidance of doubt, Temenos shall not be entitled to terminate an Agreement solely as a consequence of the Client becoming subject to any of the circumstances listed in this Section 8.1(b) if such a termination would be prohibited under the regulatory regime directly applicable to the Client.

If all Outsourced Services are terminated, this Regulatory Schedule shall terminate upon the expiry of any associated Termination Assistance Services.

8.2 Termination for non-payment of Fees

The Outsourced Services may also be terminated by Temenos if the Client is in breach of payment of any sum under an Agreement or Regulatory Schedule which is due and payable and fails to remedy any such breach within thirty (30) days of receipt of written notice thereof from Temenos.

8.3 Termination for failure to agree regulatory change request

If the Client becomes aware of a prospective change in law or regulation affecting the Client's continued use of the Cloud Services it shall promptly initiate a Change Request (a "**Regulatory Change Request**"). Following the submission of a Regulatory Change Request the Parties shall enter into discussions regarding the requested change (including any additional Fees). The Parties agree to negotiate the Regulatory Change Request reasonably and in good faith. If the Parties are unable to agree a solution within ninety (90) days of the Regulatory Change Request (such that the Client's continued use of the Cloud Services after the coming into force of the relevant law or regulation would reasonably be considered to render the Client in breach of said law or regulation) then the Client may terminate the Cloud Services (and any associated Support Services) by giving Temenos at least ninety (90) days' written notice.

8.4 Regulator Instruction to Terminate

If the Client receives a valid written notice from the Regulator instructing it to terminate the Cloud Services (and any associated Support Services) the Client shall be entitled to terminate the Agreement covering such Cloud Services immediately on the provision of written notice to Temenos. Where requested by Temenos, the Client shall provide satisfactory documentary evidence of the Regulator's instruction.

8.5 Notice of Breach

Notice of any breach of an Agreement or Regulatory Schedule shall include language sufficient to permit the recipient to

understand the facts constituting the breach and the provisions of the Agreement and/or Regulatory Schedule that are alleged to be breached, shall alert the recipient that the notifying Party may terminate the Outsourced Services and/or the relevant Order Form(s) or exercise other remedies if the breach is not cured by a specific date, and shall inform the recipient of the date (if any) by which the recipient must cure the breach.

8.6 Outstanding Fees

If the Outsourced Services are terminated prior to the expiry of the Subscription Term by the Client for any reason (including pursuant to Sections 8.3 and 8.4 above) other than due to a material breach by Temenos, all Fees due until the end of the Subscription Term shall be paid in full 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.

8.7 Co-Termination

The rights granted under this Regulatory Schedule shall terminate upon the later of:

- (a) termination of all Agreements relating to the Outsourced Services; and
- (b) the date upon which Temenos ceases to provide Termination Assistance Services pursuant to Section 9.

9. Termination Assistance

9.1 Where the Cloud Services are due to expire or terminate for any reason, Temenos shall upon the written request of the Client provide the following termination assistance services to the Client:

- (a) the extraction of any Client Data held within a Temenos Environment; and/or
 - (b) the continued provision of the Cloud Services and any associated Support Services; and/or
 - (c) reasonable assistance and co-operation to the Client in respect of the transfer of the Cloud Services (excluding the transfer of any Temenos IP or the disclosure of any Temenos Confidential Information),
- (the **"Termination Assistance Services"**).

9.2 Unless otherwise agreed under a Services Order, Temenos shall charge for the Termination Assistance Services on a Time and Materials basis at the rates specified in the Professional Services Schedule. If Temenos continues to provide any Cloud Services (and any corresponding Support Services) on an interim or transitional basis or continues to store Client Data during any period of the Termination Assistance Services, such Services and/or storage of Client Data shall be charged for at the rates prevailing at the time that the Cloud Services were terminated and shall be provided on the same terms as are in place prior to termination (subject to the provisions of Sections 9.3 and 9.4 below).

9.3 Temenos shall only be obliged to provide the Termination Assistance Services until the earlier of:

- (a) the completion of any migration of the Cloud Services to an alternative services provider or the reintegration of the Cloud Services into the Client; and
- (b) the end of six (6) months following the effective date of the termination or expiry of the Cloud Services,

unless (and solely to the extent that) a longer period is required by a Regulator, or by any law or regulation applying to the Client.

9.4 If Temenos has terminated any Cloud Services for non-payment of Fees Temenos shall be under no obligation to provide any Termination Assistance Services unless and until the Client has paid all outstanding sums payable under the Agreement and/or this Regulatory Schedule and has paid for three (3) months of Termination Assistance Services (including any fees applying to the provision of any Cloud Services or the storage of any Client Data required during any period of the Termination Assistance Services).

9.5 Notwithstanding the foregoing, upon written request by the Client made no later than sixty (60) days after the effective date of expiry or termination, Temenos will make available to the Client for secure download a file of the Client Data in text format along with attachments in their native format. After such sixty (60) day period, Temenos shall have no obligation to maintain or provide any of the Client Data and shall thereafter, unless legally prohibited, be entitled to delete all the Client Data in its systems (or otherwise in its possession or under its control).

10. Source Code Escrow

10.1 Temenos (or its parent company) has concluded a Multi Licensee Deposit Account Software Escrow Agreement with NCC Group Escrow Limited (the **"Escrow Agreement"**). The Client may elect to join the Escrow Agreement by written notice to Temenos anytime following the first use of the Production Environments provided by Temenos, then Temenos shall

take the necessary actions for the Client to enter an agreement (the **"Escrow Beneficiary Agreement"**) with the NCC to become a beneficiary under the Escrow Agreement and have access to the source code of the then current main release (and two prior) of the Temenos Software in accordance the terms of such Escrow Agreement, on condition of the following:

- (a) release is exclusively upon realization of the release events (as defined in the Escrow Agreement as the **"Release Events"**);
- (b) entry into a software agreement upon Temenos' then current terms (the **"Software Agreement"**) and subject to the terms set out in Section 12; and
- (c) the Client shall bear the allocated costs (annual fees payable by the Client to the NCC under the Escrow Beneficiary Agreement) in accordance with the Escrow Beneficiary Agreement.

11. Conversion to Software License for Service Continuity

11.1 If one of the following events (each a **"License Trigger Event"**) occurs:

- (a) Temenos (or any successor Affiliate of Temenos as the case may be) ceases to carry on the business of delivering the Cloud Services but Temenos AG and its subsidiary companies continue to be operative as licensors of the Temenos Software;
- (b) the Client terminates the relevant Agreement for material breach;
- (c) a Force Majeure Event has occurred in relation to the Hosting Provider which has given rise to a right for the Client to terminate the Agreement and Temenos fails to arrange an alternative hosting provider, satisfactory to the Client, in a timely manner; or
- (d) the Hosting Provider (or a successor entity within the same corporate group of the Hosting Provider as the case may be) has ceased to carry on a cloud services hosting business and Temenos fails to arrange an alternative hosting provider, satisfactory to the Client, in a timely manner,

on the Client's request, the Parties will enter into the Software Agreement (which shall be subject to the terms set out in Section 12 for the licensing of the object code of the Software. The Client may make a request under this Section 11 by written notice to Temenos and such notice shall specify and detail the License Trigger Event. If Temenos disputes that a License Trigger Event has occurred, Temenos shall provide its notice of dispute in writing to the Client within seven (7) days of receipt of the Client's notice and the dispute will be managed in accordance with the dispute resolution procedures set out in the Enterprise Terms.

12. Software Licensing

12.1 The standard Temenos software agreement for the licensing of the Temenos Software or an amendment to any existing software agreement already in place between the Parties will be used for the realization of the relevant Release Event or License Trigger Event (as the case may be) subject to the following terms and conditions:

- (a) the term of such Software Agreement shall expire upon the date the Subscription Term of the Agreement would have expired but for the realization of the relevant Release Event or License Trigger Event (as the case may be) including any extensions agreed in writing between the Parties and including any extension forming part of any Termination Assistance Services;
- (b) the use of the Temenos Software under the Software Agreement shall be limited to the internal business operations of the Client pursuant to the terms and conditions of the said Software Agreement and subject to the restrictions on use and any other applicable limitations set out in the Agreement and the relevant Order Form(s) or in any Documentation; and
- (c) the Client shall pay the license fees for the Temenos Software as set out in the Software Agreement.

This Regulatory 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:

Authorized Signatory

Name:

Title:

Authorized Signatory

Name:

Title:

Authorized Signatory

Name:

Title: