SUPPORT POLICY FOR TEMENOS SOFTWARE
(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.) and that this document is not applicable for the following Temenos software products which have their own support policies: Multifonds, TLC Engine, Temenos Advanced Collections, Lifecycle Management Suite.

1. Definitions

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

Affiliate	With respect to Temenos: any entity controlled by Temenos, controlling Temenos, or under common control with Temenos; and for the purposes of this definition: "control" shall exist through direct ownership of more than fifty per cent (50%) of the nominal value of the issued equity share capital or of more than fifty per cent (50%) of the shares entitling the holders to vote for the election of directors or persons performing similar functions or to rights by any other means to elect or appoint directors or persons who collectively may exercise such control or through indirect ownership of all of the issued equity share capital.
Client Application	A web or mobile software application developed in whole or in part by or on behalf of the Client using the Temenos Digital platform Software known as Visualizer for use by Client's customers and which may be based on the Temenos Digital User Interfaces or a journey application or form developed using the Journey Manager platform Software. Temenos does not provide Support Services for Client Applications.
Client Personal Data	Certain information related to identified or identifiable natural persons that is disclosed or otherwise made available to Temenos and its Affiliates by Client and/or, as the case may be, by Client's Affiliates directly or on its behalf by a third party, or obtained by Temenos for Client.
Client Portal	The web based portal or URL(s) provided to the Client from time-to-time in order to access the Support Services.
Client Support Handbook	The operations and procedures manual describing how Temenos Support Services are delivered and which is available on the Client Portal
Client Systems	IT environments and systems under the control of the Client including the environments where the Software is located.
Data Correction	A correction to data to address or assist in addressing a reported Issue. This does not however include the rebuilding of a corrupted database; The Client remains responsible for maintaining appropriate data backups.
End User Data	Client Personal Data relating to Client's customers.
Issue	A request for Support Services logged by the Client, irrespective of whether the reported issue ultimately qualifies as Software Non-Conformity or not.

Non Software Fix	A configuration change, a Workaround, a Data Correction, or other change that is implemented to resolve a Software Non-Conformity and that does not involve a Software Fix.
Resolution	The correction or elimination of an Issue.
Software	The Temenos Software modules set out in the applicable Order Form.
Software Fix	A coding change to the Software or any part of it to fix a Software Non-Conformity and which may include a patch, fix, service pack or build.
Software Non-Conformity	Occurs where, the Software does not perform the functions described in the applicable Documentation.
Support Package	The level and scope of support selected by the Client and identified in the relevant Order Form.
Support Time	The actual time where the Temenos Service Desk is open for business and during which Temenos can work on resolving a reported Issue. Support Time does not include, for example, time waiting for information or for a database to be made available by the Client.
Temenos Digital User Interfaces	The software application(s) and/or micro-applications with common and selectable features and functionality provided by Temenos as reference applications/accelerator user interfaces for building Client Applications using the Temenos Digital platform UI development Software (Visualizer).
Temenos Privacy Notices	means the privacy notices published at www.temenos.com or its successor website and any notices and data processing terms available via the Client Portal.
Temenos Service Desk	The help desk system provided by Temenos for the requesting and provision of support related to the Software.
Update	A Software Fix, Upgrade or Main Release, released by Temenos to Client.
Upgrade or **Main Release**	A major qualified and tested release of the Software or any part of it that includes Software Fixes and any improvement added to the functionality of the Software as part of Support Services as to constitute revised Software or part thereof; a Main Release is usually released annually.
Workaround	A procedural change that works around a Software Non-Conformity or is a temporary / hot fix.

2.   Release Management

2.1.   Temenos makes available Updates and Upgrades (new Main Releases) of the Software licensed by the Client in accordance with the relevant policy for that specific software. Generally, a new Main Release is made available each calendar year. If the Client decides to install Updates, upon written request, Temenos shall give Client the necessary assistance to install them at then current published rates. The Client may refuse to install Updates; in such event, Temenos agrees to support the Software in the form in effect on the date Temenos requested the Client to accept any such Update, provided, however, that Temenos shall not be bound to provide any Support Services for the Software (or part thereof) that is more than two (2) Main Releases behind the then current Main Release which is being offered to all of Temenos' other customers. The Client also recognises that its failure to implement Updates may render the Software (or part thereof) non-conforming with regard to its Documentation and the Client assumes all risks arising therefrom. Temenos may, but is not obligated to, provide extended support for Software that is more than two (2) Main Releases behind the then current Main Release ("Extended Maintenance") for additional fees on terms set out in the Extended Maintenance policy available in the Client Portal. Service Levels (response /resolution targets) will not be applicable for Extended Maintenance and the support service will be limited to Severity 1 and Severity 2 Software Non-Conformities.

2.2. The Client is solely responsible for testing all Updates and Upgrades with respect to the Software and Applications and interactions with the Client's networks and systems.

2.3. For Infinity: The Updates and Upgrades for certain Software including hot fixes, patches are made available for the Client as part of the Support Services. Clients are strongly recommended to remain current on Updates, patches and fixes as made available and Upgrades at least once per year to maximise security and functionality.

2.4. For Fabric/Visualizer: Temenos will provide the Support Services for the current version of the Software as at the date of the applicable Order Form for a period of 12 months from the time of the next Main Release (i.e. 24 months from its applicable release date). If an Upgrade is provided by Temenos, the Support Services for the previous Main Release will be limited support (hotfixes and patches and no enhancements or re-releases).

2.5. For Onboarding Journeys/Journey Manager: Form authoring tools for Client Applications (also known as Journey Applications) and other components of the relevant platform Software (Journey Manager) may also be subject to Updates and Upgrades and other patches and fixes. New releases of these tools do not result in automatic changes to the Client Applications previously authored. The Client is solely responsible for determining whether it wishes to change its Client Applications in order to take advantage of the Updates and Upgrades and patches to these tools. Updates and Upgrades to the Journey Manager platform or the application development tools may affect the operation of later modified Client Applications in certain cases. The Client is solely responsible for testing all Updates and Upgrades with respect to Client Applications.

3. Support Services

3.1. Services Times

For Issues to be reported as Severity 1 Software Non-Conformities, the Client should contact the 24/7 critical call centre via telephone using the number supplied in the Client Support Handbook and available on the Client Portal. Continuous support is provided 24/7 for Severity 1 Software Non-Conformities. For Issues reported as Severity 2 to 5 Software Non-Conformities, Support Services are available during the times when the Temenos Service Desk is open for business.
The Client Portal is available 24/7 for access to logging Issues and explore self-service information and FAQs.

3.2. Temenos Service Desk

Temenos' Service Desk provides support for the operation and use of the Software including the resolving of functional and technical Software Non-Conformities.
Temenos' Service Desk provides technical support bulletins, online knowledge base resources and learning systems.
Requests for assistance to resolve an Issue must be logged via the Temenos Service Desk which is accessed via the Client Portal. The Client is responsible for first level help desk within the Client's user base. When logging an Issue the Client must provide the information requested by Temenos in order for Temenos to respond and/or resolve the Issue.
In addition to providing such information, the Client must install the necessary equipment and software (VPN or similar connectivity mechanisms) to enable Temenos' staff access to the Software in non-production / non-live Client Systems to analyse the support request that is logged. The Client must ensure that access to such Software in the Client Systems shall not include any access to the Client Confidential Information or any End User Data. Temenos will supply a list of accepted connectivity mechanisms and the nature and type of access to non-production Client Systems after the Effective Date of the Agreement.

The Client must supply details of all staff authorized to log Issues to the Temenos Service Desk ("Client Support Contact") and the Client commits to suitably train all Client Support Contacts in the operation and/or use of the Software. Client Support Contacts shall not exceed the maximum number of individuals specified for the Support Services purchased, unless expressly agreed with Temenos in writing. The designated Client Support Contacts shall be available for the duration of the support request to provide information and verification where required.

Prior to logging an Issue, the Client must ensure that (i) the Issue has not previously been logged, (ii) the knowledge to resolve the Issue is not held by the Client, (iii) the request matches the business practice of the Client and any third party suppliers, e.g., the SWIFT organization, (iv) the Issue is not caused by: improper usage of the Software or dependencies on the Client's own systems and environments and (v) it has searched

the Client Portal repository for knowledge and guidance including the FAQs and How-to guides to assist the Client and (vi) it has reviewed the Client Portal for known Issues (where available) and confirmed that it is not an Issue already addressed.

Temenos will make available documentation and forms relating to the information required from the Client for each support request to be processed and resolved. The Client will ensure that all Issues logged are fully documented to allow the Temenos Service Desk to readily identify the nature of each Issue and resolve such Issue; including provision of an outline of the business impact of the issue and any other additional reasonably required information.

The Client shall provide Temenos with a general description of the Issue and its characteristics, steps to reproduce the errors, documented examples of any Software Non-Conformities, screen shots, details of mobile device type and carrier and the exact text of any error messages. The Client acknowledges that it may not be possible for Temenos to provide Support Services and manage Issues if such examples, information or documents are not provided to Temenos on a timely basis.

Access codes, passwords, e-mails, direct Temenos Service Desk telephone dialling information, and ultimate disaster recovery contact points will be supplied to the Client after the Effective Date of the Order Form.

Temenos Service Desk staff shall assess the Severity Level assigned by the Client to the reported Issue against the impact related information provided by the Client. Where the assigned Severity Level does not match the impact information provided, Temenos will assign a corrected Severity Level. If the Client disagrees with any such revision to the Severity Level then the Client may escalate the matter to the 24/7 critical call centre hotline.

Resolution of a reported Issue may involve any or all of the following:

- A Software Fix;
- A revised operating procedure agreed to be implemented by the Client;
- A Non Software Fix; or
- Confirmation that the Issue does not actually constitute a Software Non-Conformity.

The Client may check the status of each logged Issue at any time by accessing the Client Portal.

Temenos Service Desk will be updated and Temenos Support staff will update the Client with each action undertaken in the Resolution of an Issue ensuring that the Client has access to up to date information on each Issue.

If an Issue cannot be replicated consistently then the support request for that Issue will be closed as unable to replicate and there shall be no obligation to provide a Resolution. However, where possible and relevant, Temenos will provide a Resolution within the agreed timescale.

If Temenos becomes aware of any issue associated with the Software, which Temenos reasonably believes may impact the performance of the Software or any portion thereof, then Temenos will:

- Report to the Client via the Client Portal;
- For a Severity 1 Software Non-Conformity, publish the details of the relevant Update in which the Software Non-Conformity is fixed; and
- For any other Software Non-Conformity, include the necessary fixes and related Documentation in the next relevant Update.

Thirty (30) days following a Resolution, a support request will be automatically closed. A closed support request cannot be reopened, a new support request must be logged.

If Temenos needs or agrees to provide on-site Issue response and Resolution, Temenos shall charge the Client for consulting fees associated with such work. Direct costs shall also be chargeable (e.g. travel costs related to the on-site visit.)

3.3. Severity Levels

Issues are categorized based on the financial and operational impact to the Client and the Severity Level indicates the relative impact of an Issue on Client. Severity Levels are allocated based on the definition in the Severity Level table.

Severity Level	Severity Description
Severity 1	The Software is down or in a degraded state that materially impacts the Client and/or its customers. Most users are unable to use the Software. The impact is extensive and widespread, introducing a high level of risk to the Client's business.
Severity 2	The Software's performance is materially degraded but is still available and can reasonably continue to operate, including via a workaround or with incremental resource for a period. The impact is moderate and limited, introducing a medium level of risk to the Client's business.
Severity 3	A Software Non-Conformity that is limited to a specific area of functionality and has a minimal impact on the overall use of the Software. The impact is minimal, introducing a low level of risk to the Client's business.
Severity 4	A Software Non-Conformity that is limited to a specific area of functionality and has no impact on the overall use of the Software. The impact is procedural, introducing a very low level of risk to the Client's business.
Severity 5	A potential Software Non-Conformity has been identified but it has no or minimal impact on the Client or its customers, and does not introduce any risk to the Client's business.

3.4. Service Level Management

Service Levels are only available and measured against Issues reported as occurring in a Client production environment.

Service Level Management apply to Issues logged in Temenos Service Desk or Support Hotline for the agreed Severity Level.

3.5. Response Times

The "Response Time" is the elapsed Support Time between a Client Support Contact logging an Issue, (following the procedure set out in the Client Support Handbook), with Temenos and when Temenos has acknowledged receipt of the logged Issue, agreed the Severity Level and assigned the Issue to a relevant support team for further investigation, analysis and Resolution.

Upon an Issue being logged, Temenos will use reasonable efforts to respond to the Issue within the following Response Times.

Support Package: Essential	
Severity level	Response Times
Severity 1	2 hours
Severity 2	8 hours
Severity 3	2 days
Severity 4	3 days
Severity 5	7 days

Note, all times (excluding for Severity 1) are during Support Hours.

3.6. Target Update Times

The "Target Update Time" is the frequency at which Temenos will make progress updates available to Client during Support Time, either through the Temenos Service Desk, via email, via chat/IM or voice call.

After the initial response, Temenos will use reasonable efforts to troubleshoot and determine the cause of the reported Issue in order to resolve and close it in accordance herewith. Temenos will use reasonable efforts to update Client on the progress for each Issue in accordance with the following Target Update Times:

Support Package: Essential	
Severity level	Target Update Times
Severity 1	Every 1 hour
Severity 2	4 days
Severity 3	On progress
Severity 4	On progress
Severity 5	On progress

Note, all times (excluding for Severity 1) are during Support Hours.

3.7.   Data Correction (or) Workaround Time

The "Data Correction / Workaround Time" is the amount of Support Time after which Temenos will provide a Data Correction or Workaround to restore Software use in lieu of a permanent Resolution, where (except for Severity 1 issues) a Data Correction or Workaround is feasible.

Temenos will use reasonable efforts to provide a Data Correction or Workaround in accordance with the following Data Correction / Workaround Times:

Support Package: Essential	
Severity level	Data Correction/Workaround Times
Severity 1	4 hours
Severity 2	14 days
Severity 3	To be agreed
Severity 4	N/A
Severity 5	N/A

Note, all times (excluding for Severity 1) are during Support Hours.

3.8.   Target Resolution Times

The "Target Resolution Time" is the elapsed Support Time between a Client Support Contact logging an Issue, following the procedure set out in the Client Support Handbook, with Temenos and when Temenos has made an Issue Resolution available to Client.

Upon an Issue being logged, Temenos will use reasonable efforts to resolve the Issue within the following Target Resolution Times:

Support Package: Essential	
Severity level	Target Resolution Times
Severity 1	(see below)
Severity 2	28 days
Severity 3	To be agreed
Severity 4	To be agreed
Severity 5	Next Release

Note, all times are during Support Hours.

Severity 1 Software Non-Conformities

In the event of a Severity 1 Software Non-Conformity, Temenos shall:

- Provide close dedicated management attention to the Issue through to Resolution;
- Engage upper tier technical expertise as required
- Provide consistent and timely communications with the Client and its nominated representatives.

3.9. Exclusions

Temenos' obligation to provide a Data Correction or Workaround for, or Resolution of, a reported Issue shall not apply in the event of, or in relation to:

- any Issue that does not constitute or is not caused by a Software Non-Conformity;
- an modification or alteration (local or otherwise) having been made to the Software other than by Temenos or with its written consent;
  configurations, adaptations or variations made by the Client to the Temenos Software using Temenos Extensibility Framework(s);
- Temenos Digital User Interfaces or Client Applications;
- use of the Software or any deliverable in a manner inconsistent with the Documentation or specifications;
- failure in the Client Systems including Client's hardware or networks/infrastructure which are outside the control of Temenos;
- failure in third party software, interfaces, end points, services or data feeds not supplied by Temenos or the combination of the Software with such third party materials not approved by Temenos in writing;
- failure by the Client to adhere to or to use any required configurations, operating environment or hardware specified by Temenos;
- failure by the Client to provide the relevant information required by Temenos to manage the Issue;
- failure by the Client to accept or conduct installation of Updates, patches etc;
- failure by the Client to ensure that staff who reports Issues to the Temenos Services Desk is adequately trained on how to use the Software; and/or
- wilful or negligent acts or omissions of the Client.

If it is determined that the requirement to provide Support Services is due to any of the above, or any work conducted by Temenos is not linked or generated by the Software, Temenos shall be entitled to recover from the Client the cost of investigating or any work carried out which shall be charged at five hundred US dollars (US $500) per support ticket or on a time and material basis at then current Temenos rates.

All Third Party Components which have been licensed by the Client will be subject to such supplier's support policy. The Temenos Service Desk will endeavour to resolve any Issues with the licensed Third Party Component(s). Where escalation of the call to the third party supplier is necessary to obtain satisfactory Resolution, the Temenos Service Desk will act as the administration point, responsible for escalating the service call and co-ordinating any response. No undertakings as to the service commitments of any third party supplier

are made by Temenos. The period of support for a Third Party Component(s) may be reduced due to the support policy imposed by the supplier.

Support Services do not necessarily include improvements or amendments to functionality or software interface changes in compliance with any third party software changes.

3.10. Support Escalation

The escalation process provides a mechanism for the Client to escalate an Issue to a designated Support Manager if:

- there is an increased impact on Client business, and the Client determines that there is therefore a need to raise the priority;
- In the prevailing circumstances, the Client requires a faster response or more attention to the Issue; or
- the Client is dissatisfied with the Resolution progress or with the Support Services provided.

The Support Services team will work with Client throughout the life cycle of the Issue to ensure that the appropriate resources and level of attention are focused towards a timely Resolution of the Issue in accordance with this Support Policy. If such Resolution cannot be achieved with the Support Manager's input, Temenos shall escalate the Issue to the applicable Regional Support Manager for Resolution. If the Regional Support Manager cannot achieve such Resolution, Temenos shall promptly escalate the Issue to its Global Support Manager for Resolution.

4. Restrictions

The Client accepts the following:

- Temenos does not provide first level support to the Client.
- Client is responsible for providing its users with access to the Software and managing the security controls for such users.
- The Client Data is accessible only in accordance with the Documentation and the Agreement.
- Resolution of an Issue may be delayed if this is dependent upon the Client rebuilding a Client Application.
- Target Resolution Times will not include any Client testing or deployment activities that occur after Temenos' Resolution of the Issue.

5. Data Security

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

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

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

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

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

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

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

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