

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		Authorized Signatory	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Authorized Signatory		Authorized Signatory	
Name:		Name:	
Title:		Title:	
Date:		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.

