PRODUCT SPECIFIC TERMS – CLOUD SERVICES

The following additional Product Specific Terms will apply to the extent that the relevant Product, component module or capability is specified in the applicable Order Form or if the listed component 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 Uniform Terms. Temenos may update or modify these Product Specific Terms 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 / component module / capability	Product Specific Terms
Temenos Digital Retail Servicing Temenos Digital Business Servicing Temenos Digital Wealth Servicing Temenos Digital Retail Originations Temenos Digital Business Originations Digital Retail Enterprise Servicing Digital Business and Corporate Enterprise Servicing Fabric Visualizer	**1. Digital Applications (formerly known as Infinity Applications)** 1.1. For the purpose of these Product Specific Terms: **"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. **"Client Data"** means all data and information, text, sound, video, images, files or any other materials processed by the Client through a Client Application. **"End Users"** means end users of the Client Application who may be potential or actual customers of Client, employees, contractors or agent of clients. **"Digital Platform"** means the Temenos platform software (formerly known as Quantum) which includes Fabric and Visualizer. **"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). 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. 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. 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, dissembling, 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. 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.

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.

2.   Digital Platform (Visualizer /Fabric)

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.

2.2.   **Support for Mobile Device OS updates (iOS/Android)**

(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:

(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.

(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.

(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.

Journey Manager

3.   Journey Manager Application Forms

3.1.   "**Journey Application**" means an application or form developed by or on behalf of the Client using the Journey Manager platform software.

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.
Transact User Agents **Customer Service Agent** **Settlement Officer** **Wealth User Agent** **Temenos Cockpit (Payments Hub User Agent)** **Temenos Explorer** **Temenos DataSource**	**4.**	**Temenos User Agents and Temenos Explorer**
	4.1.	Temenos User Agents built on the Temenos Explorer framework are provided for use with the Cloud Services only. Temenos User Agents and Temenos Explorer are Ancillary Software (as defined in the Cloud Offering Schedule) and the Client is granted the right to install and use the Temenos User Agents and Temenos Explorer in accordance with the Agreement. The Client may also 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. The Client is solely responsible for adequately testing its customizations.
	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.
Journey Manager **Journey Analytics** **Temenos Digital Retail Originations** **Temenos Digital Business Originations**	**5.**	**Onboarding Analytics / Journey Analytics**
	5.1.	For the purposes of these Product Specific Terms: **"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. **"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. **"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.
	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.
	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.
AI Services **XAI Platform and XAI Models**	**6.**	**XAI Terms**
	6.1.	For the purpose of these Product Specific Terms: **"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. **"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.
		"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.
		"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.
	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.
	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.
	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.
	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.
Temenos Workbench **Transact Platform** **Transact Foundation - Enterprise**	**7.**	**Developer Tools - Restrictions and Support**
	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.
	7.2.	As developer tools are for non-production development purposes only, Cloud Services Production Environment SLAs are not applicable.

Services	
App Factory **Digital Retail Enterprise Servicing (includes App Factory)** **Digital Business and Corporate Enterprise Servicing (includes app Factory)** **Quantum App Factory**	**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 Temenos Digital platform formerly known as Quantum (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.
Transact Platform **Any other Temenos Software developer tools**	**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).
TLC Online	**10.** **TLC Online Training Subscriptions** 10.1. For the purpose of these Product Specific Terms: **"Authorized Users"** means the employees and consultants of the Client who are authorized to use the TLC Online Services. **"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, including access to self-paced digital courses and sandbox environments, participation in exams and access to Training Buzz. **"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. **"Training Buzz**" means a third party functionality made available through the TLC Online Services, which the Authorized Users can access to ask questions and receive clarifications in relation to the training courses provided by Temenos as part of the TLC Online Services. Training Buzz is a benefit provided to the Authorized Users free of charge. **"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. 10.2. Subject to the terms of the Enterprise Terms, these Product Specific Terms and the TLC Terms of Use, Temenos shall make available the TLC Online Services for the number of User Subscriptions set out in an Order Form. 10.3. The Client shall ensure that only Authorized Users are permitted to access and use the User Subscriptions and that: (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. 10.4. The Client may purchase additional User Subscriptions during a Subscription Term by entering into a new Order Form. 10.5. The use of the TLC Online Services is subject to the TLC Terms of Use and to payment of applicable

	fees by the Clients in accordance with the Order Form and the Enterprise Terms. To the extent that the terms and conditions of these Product Specific Terms conflict with the TLC Terms of Use, the terms of these Product Specific Terms shall prevail.
	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.
	10.7. The content and materials accessed via the TLC Online Services are for the internal business purposes of learning and development of the Client's personnel. The Client does not have any rights to download, print, reproduce or otherwise distribute any of the Temenos content accessible via the TLC Online Services and the Client may not use the TLC Online Services for commercial purposes. Notwithstanding the above, the Client shall have the rights to download and use specific training materials made available by Temenos through TLC Online Services for personal training purposes only and no other rights are granted. Such materials are made available on an as-is basis only with no warranties of any kind, express or implied. The Client must not make any changes to any content or materials accessed or downloaded via the TLC Online Services except for such content uploaded by the Client or its Authorized Users. Nothing in an Agreement shall be construed as transferring, assigning or otherwise conveying any ownership or beneficial right in any content and materials accessible or downloadable via the TLC Online Services to the Client
	10.8. 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.
	10.9. 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.
	10.10. 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.
	10.11. 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.
	10.12. 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.
Extensibility Framework **Fabric and Visualizer (extensibility capabilities)** **Temenos DataSource Package API** **Transact Explorer**	**11. Platform Capabilities.** 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. 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. 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. 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 ("**Deficiencie**s"). 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.
	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.
	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.
	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.
	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.
	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**	**12.** **Merchant Library** 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. 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: (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. 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).
Sample Apps: **Wealth Alternative UI** **Next Gen UI** **Temenos Digital Native UI**	**13.** **Sample Code license** 13.1. Sample code is provided to you by Temenos for use with the Cloud Services as optional templates for educational, evaluation and testing purposes (the "Sample Code"). Your installation, copying, modification or redistribution of this Sample Code constitutes your acceptance of the terms and conditions set forth below (the "License"). 13.2. Subject to the terms and conditions of this License, Temenos hereby grants to you a non-exclusive, non-transferable, non-sublicensable, license to copy, modify and redistribute the Sample Code with or without modifications for use with Temenos Software or Cloud Services. All copyright notices in the Sample Code must be retained and included on any copies of the Sample Code. Any third party software provided in or with the Sample Code is licensed under its own separate terms (including any open source license terms). Except for the limited rights expressly granted in this License, Temenos

reserves all rights, title and interest in and to the Sample Code. Temenos does not provide any support and maintenance services for Sample Code.

13.3. You acknowledge that: (i) all intellectual property rights in the Sample Code throughout the world belong to Temenos or its licensors; (ii) rights in the Sample Code are licensed (not sold) to you; and (iii) you have no intellectual property rights in, or to, the Sample Code other than the right to use the Sample Code in accordance with the terms of this License.

13.4. ANY USE OF THE SAMPLE CODE IS AT YOUR OWN DISCRETION AND RISK. THE SAMPLE CODE IS PROVIDED "AS IS" WITHOUT WARRANTY, INDEMNIFICATION OR SUPPORT OF ANY KIND. TEMENOS DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT.

13.5. TEMENOS SHALL HAVE NO LIABILITY UNDER ANY THEORY OF LIABILITY FOR DAMAGES OR LOSSES OF ANY KIND INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR FOR ANY LOSS OF DATA, BUSINESS, PROFITS, REVENUE OR BUSINESS INTERRUPTION, HOWSOEVER CAUSED AND WHETHER TEMENOS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.