PRODUCT SPECIFIC TERMS (SOFTWARE LICENSE OFFERINGS)

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 Product, 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 Applications 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 Digital Platform UI development software (Visualizer). 1.2 Temenos grants to the Client a limited non-exclusive, royalty-free, non-transferable, non-sub-licensable 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 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

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Services for the Temenos Digital User Interfaces or for Client Applications, except that Temenos may enhance 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 (also known as Quantum and including 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 The Digital Platform product lifecycle is subject to the product lifecycle policy available at Quantum lifecycle policy (or any other website notified by Temenos to the Client from time to time). Temenos may end support for old releases and specific features in accordance with the end of life policy and release notes or notices published on such website.

2.3 Support for Mobile Device OS updates (iOS/Android)

2.3.1 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. The Client must update new GA plugins made available by Temenos to: a) take advantage of the new features or enhancements in the Digital Platform current feature set; and b) overcome any backward compatibility issues with the newer versions (major, minor) of currently supported OSs or SDKs. New GA plug-ins may require testing to ensure the Client Application is optimized on/for the new OSs 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 Digital Platform, whichever is later. The Client 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 Client 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.

2.3.2 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

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	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 **Journey Analytics** **Temenos Digital Retail Originations** **Temenos Digital Business Originations**	**3. Onboarding Analytics / Journey Analytics** 3.1 For the purpose 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. 3.2 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. 3.3 Temenos may discontinue the analytics feature and in such event will provide advance written notice to the Client of its plans to do so.
Journey Manager	**4. Journey Manager Platform** 4.1 For the purpose of these Product Specific Terms: "**Journey Application"** means an application or form developed by or on behalf of Client using the Journey Manager platform software. 4.2 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 Client to create its own Journey Applications. Temenos does not provide Support Services for Client's Journey Applications. 4.3 The Journey Manager platform software is subject to the product lifecycle policy available at Journey Manager lifecycle policy (or any other website notified by Temenos to the Client from time to time). Temenos may end support for old releases and specific features in accordance with the end of life policy and deprecation schedule or notifications published on such website.
Transact User Agents **Customer Service Agent**	**5. Temenos User Agents and Temenos Explorer** 5.1 Temenos User Agents built on the Temenos Explorer framework are provided for use with the Temenos Software only. The Client may customize Temenos User Agents provided that Temenos does not provide support for any modifications or derivative works based on Temenos

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Settlement Officer **Wealth User Agent** **Temenos Cockpit (Payments Hub User Agent)** **Corporate Lending User Agent** **Temenos Explorer** **Temenos DataSource**	Explorer Framework or Temenos User Agents. The Client is solely responsible for adequately testing its customizations. 5.2 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 Framework and UUX documentation at https://developer.temenos.com for further details**.** 5.3 With respect to any and all claims and damages of any kind or nature arising or related to the HighCharts library, in no event will Temenos or its affiliates be liable for any damages in excess of the pro rata portion of the annual subscription fees (or the license fee if applicable) attributable to the HighCharts library.
Temenos Digital Originations Foundation **Temenos Digital Retail Originations** **Temenos Digital Business Originations**	**6. IBM BAM OE (formerly known as Red Hat PAM) Software License and Support Terms** 6.1 For the purpose of these Product Specific Terms: "**BAM OE Software**" means IBM Business Automation Software Open Editions, which was formerly known as Red Hat PAM. "**License Information**" or "**LI**" means a document that provides information and any additional terms specific to the BAM OE Software. The BAM OE Software LI is available at www.ibm.com/software/sla. The LI may also be found in the Program's directory, by the use of a system command, or as a booklet included with the BAM OE Software. "**Notice Files**" means one or more of the following text files: "NOTICES", "README", "COPING" and/or "NON IBM LICENSE. "**Open Source Code**" means any computer software program, of which: (a) the human-readable program instructions (known as "source-code") are available to the public for inspection and use by others; and (b) the terms and conditions of the applicable license permit recipients of the program freely (and without liability to pay any royalty or fee) to copy, modify and distribute the program's source code. 6.2 The Client's use of the BAM OE Software is governed by the license terms applicable to the Temenos Software set forth in the Agreement as modified by these Product Specific Terms.The BAM OE Software may contain third party code licensed under separate agreements identified in the LI or the Notice Files. 6.3 The BAM OE Software is provided as an embedded module together with the Temenos Digital Originations software and may only be used as part of and in conjunction with the Temenos Digital Originations software as permitted under the Agreement and these Product Specific Terms and not in a standalone fashion or with data not generated by the Temenos Digital Originations software supplied by Temenos. 6.4 Temenos agrees to provide Support Services for the BAM OE Software, subject to payment by the Client to Temenos of the Annual Support Fees or Subscription Fees (as applicable) due under the Agreement, provided that Support Services for the BAM OE Software are subject to IBM's support policy and service levels and to use of the BAM OE Software on the hardware and platform configurations supported by IBM, as set out in its product documentation at https://www.ibm.com/docs/en/ibamoe or in successor product documentation of IBM. The

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	Temenos Service Desk will act as the administration point, responsible for escalating the service call and coordinating any response and the Client is not entitled to access Support Services directly from IBM. The Client agrees to contact only Temenos for support even if the product documentation or LI for the BAM OE Software directs end users to contact IBM. The Client acknowledges and agrees that it remains responsible for first line technical support in relation to the BAM OE Software.
	6.5 Support is subject to IBM's support policies in effect at the time the services are provided including but not limited to the life cycle policies at IBM support lifecycle . The IBM support policies and service levels are subject to change at IBM's discretion. The Client may also access the current version of the technical support policies, service levels and information on supported configurations at https://www.temenos.com/legal-information/third-party-component-third-party-licensors-support-policies/
	6.6 No third party claims or indemnification provisions of the Agreement shall apply to the BAM OE Software and the following shall apply: if a third party asserts a claim against the Client that the BAM OE software infringes that party's patent or copyright Temenos will defend the Client against such claim and as the Client's sole and exclusive remedy in connection with such claim pay all costs, damages and reasonable attorney's fees that a court finally awards against the Client or are included in a settlement approved by Temenos, provided that: (i) the Client promptly provides Temenos with written notice of the claim; (ii) allows Temenos to control and cooperates with Temenos in defense of the claim and settlement negotiations; and (iii) remains in compliance with the Agreement.
	6.7 Temenos will have no obligation regarding any claim under section 6.6 of these Product Specific Terms based on: (i) third party code including Open Source Code; (ii) use other than in accordance with the Agreement and these Product Specific Terms; (iii) use of a non-current version or release of BAM OE Software to the extent a claim could have been avoided by using the current release or version provided by Temenos; (iv) the Client's modification of the BAM OE Software; (v) use with any other program, product, hardware device, program, data, apparatus, method or process other than the Temenos Digital Originations Software; or (vi) breach of the Agreement or these Product Specific Terms.
	6.8 If such a claim under section 6.6 of these Product Specific Terms is made or appears likely to be made, the Client agrees to permit Temenos or its third party suppliers to either modify it, replace it with a component that is at least functionality equivalent or obtain the necessary rights for the Client to continue to exercise the license under the Agreement. If Temenos determines that none of these alternatives are reasonably available then on Temenos written request, the Client agrees to cease use and promptly return or destroy the BAM OE software in Client's possession.
	6.9 Temenos represents and warrants that it will provide the Support Services for the BAM OE Software in a professional and workmanlike manner. Except as set forth in this section, to the maximum extent permitted by applicable law, the BAM OE Software and the Support Services are provided "as-is" and Temenos and third party suppliers of the BAM OE Software disclaim any and all warranties or conditions of any kind, including implied warranties of merchantability, non-infringement and fitness for a particular purpose.
	6.10 The Client acknowledges that Temenos is required to report on subscriptions under the IBM program and agrees to the reporting of Client's corporate name and address to IBM. Temenos may also share business contact details if necessary for performance of the Support Services.
	6.11 Nothing in the Agreement and in particular within section 6.12 of these Product Specific Terms shall exclude or limit liability: (i) for fraud; or (ii) that is not permissible under applicable law.
	6.12 Neither Party or any third party suppliers of the BAM OE Software shall have any liability in connection with its obligations in connection with the BAM OE Software under this Agreement or at common law, whether in tort or in contract and even if it has been advised of the possibility

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	of such damages, for: special, indirect, consequential, incidental damages, damages (whether direct or indirect) for business interruption, loss of goodwill, loss of revenue, loss of data, loss of data use, loss of profits or loss of opportunity. Each Party's liability and any third party supplier's liability for all claims arising out of causes of action (whether in contract, tort or otherwise) under the Agreement for or in connection with the BAM OE Software shall not exceed the amount of any actual direct damages up to fifty thousand US dollars ($50,000). This limitation of liability shall not apply to (i) any amounts due to Temenos under the Agreement, (ii) to any claim based on breach of confidentiality, (iii) to any claim based on infringement by the Client of Temenos or its third party supplier's intellectual property rights, or (iv) to any other liability that cannot be excluded or limited under applicable law.

6.13   The terms set forth in this section 6 of these Product Specific Terms shall supersede and prevail over any conflicting terms of the Enterprise Terms and the Software License Offering Schedule with respect to the BAM OE Software.

6.14   This section 6 of the Product Specific Terms may be modified in respect of updated versions or future releases of the Temenos Software and the modifications shall apply from when Client uses such updated version or future release of the Temenos Software.

6.15   Upon reasonable notice, Temenos may provide a substitute component to the BAM OE Software with equivalent or substantially similar functionality to the original BAM OE Software. The terms and conditions relating to such substitute component shall be provided to the Client in advance and such terms and conditions for the new components shall not materially reduce the scope of the license and rights granted to the Client.

6.16   If the on-going provision of the license and the Support Services of the BAM OE Software is no longer possible on commercially reasonable terms to Temenos and the Client refuses to accept the provision of a component with equivalent or substantially similar functionality, Temenos may discontinue and terminate the license Support Services under this Agreement with respect to the BAM OE Software and shall refund to the Client any prepaid unused fees paid to Temenos in respect of the BAM OE Software.

6.17   The Client will comply with applicable import, export and economic sanctions laws, orders, regulations and policies including those of the United States that prohibit or limit export, re-export, transfer of products, technology services or data directly or indirectly to or for certain countries, end uses or end users.

6.18   During the term of the Agreement and for a period of two (2) years thereafter, the Client agrees to maintain, and provide, upon Temenos request, to Temenos or its designated third-party adequate records, system tools output, and access to the Client premises as reasonably necessary for Temenos to verify the Client's compliance with the Agreement and these Product Specific Terms. Upon reasonable notice, the Client agrees to permit Temenos or its designated third-party, provided it is bound by a confidentiality agreement, to conduct an audit of the Client's records (not to exceed one time per calendar year) to ensure that the Client is in compliance with the terms of the Agreement (which may, at Temenos' option, include an audit of the number of users accessing, using, or receiving content from the Temenos Digital Originations software). The Client shall maintain sufficient records so that Temenos can successfully perform the audit contemplated by this section. The Client agrees that neither Temenos nor Third Party Licensor shall be responsible for any of the costs incurred in cooperating with the audit. This section 6.18 shall survive the termination of the Agreement for a period of two (2) years thereafter.

6.19   Except for actions for non-payment, neither Party will bring a legal action under the Agreement in relation to the BAM OE Software more than two years after the cause of action arose. |
| AI Services | **7.   XAI Terms**

7.1   For the purpose of these Product Specific Terms: |

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FCM AI Agent **XAI Platform and XAI Models**	**"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 Software. **"Client Data"** means all data and information, including all text, sound, video, image files, software and any other data or materials that are submitted by or on behalf of Client to the AI Solutions. **"Client User"** means an employee, contractor or agent whom the Client authorizes to use the AI Solutions. **"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. **"Personal Data"** means information related to identified or identifiable natural persons or as otherwise defined under applicable law. 7.2 **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. 7.3 **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 and accuracy of such Client Data (whether such Client Data is sourced from the Client, its end customers, 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; and (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 the Client shall bear all costs associated with adjusting such Client Data or altering the algorithms. 7.4 **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 the 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 User as a result of their use of, or outputs from, any AI Solutions. 7.5 **Training Data/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

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	applicable data privacy and security laws. The Client is responsible for the quality and accuracy of such data.
Temenos Advanced Collections / CWX	**8. CWX/Advanced Collections Terms** 8.1 For the purpose of these Product Specific Terms: **"Minimum System Requirements"** means the type and minimum levels of third party hardware, software and communications specified by Temenos. 8.2 The computer systems used by the Client to install and/or access Temenos Advanced Collections and Recovery must meet the Minimum System Requirements, which are required to enable Temenos Advanced Collections to function in accordance with the Documentation. The Client acknowledges and agrees that Temenos does not supply any of the computer systems listed in the Minimum System Requirements. 8.3 Temenos may update the list of Minimum System Requirements from time to time by amending the Documentation on the Client Portal. 8.4 The Client is solely responsible for selecting and installing Temenos Advanced Collections on systems which meet the Minimum System Requirements, operating and maintaining such systems, and keeping such systems are up to date with any changes to the Minimum System Requirements. 8.5 Temenos Advanced Collections may be used on equipment other than the those that meet the Minimum System Requirements if: 8.5.1 the production equipment is temporarily inoperable; or 8.5.2 Temenos gives its prior written consent to the use of Temenos Advanced Collections on systems that do not meet the Minimum System Requirements, however Temenos does not warrant that Temenos Advanced Collections will perform the functions specified in the Documentation on such systems. 8.6 Temenos will have no obligation to provide Support Services to the Client in relation to problems arising because the Client is operating Temenos Advanced Collections on systems which do not meet the Minimum System Requirements. 8.7 For the avoidance of doubt, the Client is prohibited from sublicensing or onward distribution of the Temenos Advanced Collections Software. 8.8 **Third-Party Components.** The Client may use Third-Party Components only in conjunction with, as part of, and through Temenos Advanced Collections and in accordance with the Agreement. Client may not install, access, configure or use any Third-Party Components (including any APIs, tools, databases or other aspects any Third-Party Components) separately or independently of the rest of the Temenos Advanced Collections, whether for production, technical support or any other purposes, or otherwise attempt to gain direct access to any portions of the Third-Party Components, or permit anyone else (including any of the Client's customers) to do any of these things. 8.9 **Non-Sublicensable components and products.** From time-to-time, components and products may be used in Temenos Advanced Collections whereby the licensor prevents Temenos from redistributing or sub-licensing those components and products, or prevents Temenos from granting the Client a right to further distribute or sub-license those components and products. Where applicable, Temenos will identify such relevant components and products, and the applicable licensors, and the Client must then obtain its own individual license(s) for the components and products (**"TPC License"**). Where this is the case,

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	the rights granted under these Product Specific Terms are entirely conditional upon and subject to entry into, and the ongoing validity of the TPC License. If the Client ceases to have the necessary license to Use such components and products, as a result of expiration or termination of the TPC License or otherwise, the license to Use Temenos Advanced Collections, as provided under the Agreement, shall immediately cease.
Temenos Workbench **Transact Platform** **Transact Foundation - Enterprise Services**	**9.** **Developer Tools - Restrictions and Support** 9.1 **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.. 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. As developer tools are for non-production development purposes only, Support requests will be categorized as Severity 4 or 5 (as applicable, depending on the nature of the issue).
App Factory **Digital Retail Enterprise Servicing (includes App Factory)** **Digital Business and Corporate Enterprise Servicing (includes App Factory)** **Quantum App Factory**	9.2 **App Factory**. Use of App Factory is governed solely by the <u>Online Terms of Use</u> posted at <u>https://www.temenos.com/wp-content/uploads/2022/02/SaaS-Terms-of-Use-28-January-2022.pdf</u> (or any other website notified by Temenos to the Client from time to time). For clarity, App Factory is not Temenos Software distributed to clients, but a CI/CD (continuous integration or continuous delivery) environment hosted by Temenos currently primarily on Amazon Web Services and Macstadium (for MaciOS runtime environments) and made available for Client developers to assist developers to build/deploy applications developed using the Temenos Digital platform formerly known as Quantum (Visualizer/Fabric). 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 As developer tools are for non-production development purposes only, Support requests will be categorized as Severity 4 or 5 (as applicable, depending on the nature of the issue)
Transact Platform **Any other Temenos Software developer tools**	9.3 **Free tools; test scripts.** Any free developer software tools or test scripts provided by Temenos are provided as-is without warranties or conditions of any kind, including implied warranties of title, merchantability, non-infringement and fitness for a particular 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).
Wealth Platform	**10.** **Triple A Plus Interface Adapter**

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Triple A Plus (TAP) **Wealth Front Office**	10.1 The Temenos Software includes Third-Party Component(s) subject to a separate end user License agreement. The EULA is posted on the Temenos URL https://www.temenos.com/legal-information/third-party-component-third-party-licensors-support-policies/ (or any other website notified by Temenos to the Client from time to time) and is hereby incorporated into the Agreement by reference. Any use of the Temenos Software is subject to the EULA which governs the Third-Party Component and if the Client does not agree such terms, the Client may not use the Temenos Software.
TLC Engine	**11. Temenos Learning Community Engine – powered by GIEOM** 11.1 For the purpose of these Product Specific Terms: **"Software"** means the Third Party Licensor's computer program modules in executable code that have been sublicensed to Temenos and which Software incorporates the Third Party Components as defined herein. **"TLC Engine"** means the "Temenos Learning Community Engine – powered by GIEOM" also known as "TLC Engine". This comprises (i) TEMENOS' Content Pack; and (ii) the following GIEOM Third Party Component(s): "Digital BluePrint". **"Temenos Content Pack"** comprises of the Temenos standard training materials in relation to its core banking software that is included within the TLC Engine. **"Third Party Component(s)"** means the Third Party Licensor's Software comprising of the components identified in the TLC Engine Order Form all of which are sublicensed hereunder as part of the Software. **"Third Party Licensor"** means GIEOM Business Solutions Private Limited. **"Users"** means the number of defined users either described as "Standard User" and/or "Administrative Users" and/or "Designer Users" of the Software as more fully set out in an Order Form. A "Standard User" is able to view content (but not modify it) and access the usual functionality of the TLC Engine, an "Administrative User" is able to carry out the administrative activities, including access to the core organization, user and parameter setup on the TLC Engine and a "Designer User" is able to add, configure change and publish the content (including processes and media) in the TLC Engine. 11.2 The following additional sub-clauses are added to the third party claims/indemnification provisions set forth in the Agreement: (a) The indemnity shall not apply where and to the extent such infringement has been caused by the Client's Use of the Software in combination with other software, hardware or materials (other than those provided by Temenos) thereby causing such Use by the Client to so infringe. (b) If a third party asserts a claim or action against Temenos or the Third Party Licensor as a result of a breach by the Client of its obligations under this Agreement, the Client shall indemnify and hold harmless Temenos and/or the Third Party Licensor (as applicable) from and against such claim or action. (c) The aggregate liability of each Party to the other Party for all claims arising out of causes of action (whether in contract, tort or otherwise) under or in connection the Agreement shall not exceed the Fees paid to Temenos for the TLC Engine Software under the applicable Order Form in the twelve months preceding the date upon which the first cause of action arose.
Micro-services	**12. Container Image Delivery/Temenos Base Images** 12.1 For any software container images made available to Client by Temenos:

Products /component module/ capability	Product Specific Terms
Retail Enterprise Service **Business and Corporate Enterprise Service** **Wealth Enterprise Service** **Fabric** **Temenos Digital products** **Transact** **Transact Foundation Enterprise Services** **TPH** **TDH** **Analytics** **TAP** **Temenos DataSource** **FCM**	(a) Third-Party Components in the base image (e.g. software provided in a Base Docker image) are licensed separately to the Client under the terms of the applicable third party license agreement and not under the Agreement. (b) The Client acknowledges that future updates to the Software images may contain additional Third-Party Components or updates and fixes to Third-Party Components. 12.2 Notwithstanding any of the terms in the third party license agreement, the Agreement, or any other agreement the Client may have with Temenos, with respect to the Third-Party Components: (a) Third-Party Components are provided as-is, without warranties or conditions of any kind, including but not limited to implied warranties of title, merchantability, non-infringement and fitness for a particular purpose. (b) 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 software shall not exceed $500 (five hundred US Dollars).

Products /component module/ capability	Product Specific Terms
TLC Online	**13.** **TLC Online Training Subscriptions** 13.1 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. For the avoidance of doubt, "TLC Online" does not constitute licensed on-premises Temenos Software; rather, it refers to a subscription, for the Client's specified number of users, to access and use Temenos hosted "TLC Online" learning platform services. As such, the definition of and references to "Temenos Software" in the Enterprise Terms are not applicable to the TLC Online Services and the Software Offering Schedule is also not applicable. **"TLC Terms of Use"** means the terms of use of the TLC Online Services as set out at https://tlc.temenos.com **"TrainingBuzz"** 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. TrainingBuzz 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. 13.2 Subject to 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. 13.3 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. 13.4 The Client may purchase additional User Subscriptions during a Subscription Term by entering into a new Order Form. 13.5 The use of the TLC Online Services is subject to the TLC Terms of Use and to payment of applicable fees by the Client 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. 13.6 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. 13.7 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.

Products /component module/ capability	Product Specific Terms
	13.8 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.
	13.9 The Client shall use all reasonable endeavors 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.
	13.10 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.
	13.11 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.
	13.12 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.
Buy Now Pay Later (BNPL) **Retail Enterprise - Lending**	**14. Merchant Library** 14.1 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 authoried by the Client to distribute Client BNPL Products through its websites or mobile applications. 14.2 The Merchant Library 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.

Products /component module/ capability	Product Specific Terms
	14.3 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).
Extensibility Framework **Fabric and Visualizer (extensibility capabilities)** **Temenos DataSource Package API** **Transact Explorer**	**15. Platform Capabilities** 15.1 For the purpose of these Product Specific Terms: **"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 Temenos Software functionality which is made available to the Client to assist the Client to configure and extend the Temenos Software, including by way of example the extensibility framework. 15.2 Specific Platform Capabilities may be available for the Temenos Software 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 15.3 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 Temenos Software and shall not be used or exploited independently of the Temenos Software. 15.4 The Client is responsible for any defects or deficiencies in the running, security or performance of the Temenos Software or the interfaces and communications between the Temenos Software and other programs caused by a Client Customization ("**Deficiencies**"). Accordingly Temenos is not responsible for any incidents, failure or non-performance related to the Temenos Software 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. 15.5 If the Client does not adhere to the principles and obligations as set out in the Documentation relating to the Platform Capabilities, the Temenos Software may not operate in accordance with the Documentation and/or the service levels set out in the Temenos Software support policy. 15.6 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. 15.7 The terms and conditions in the Agreement which apply to Client Materials and Client IP shall apply equally to Client Customizations. Client Customizations are excluded from any indemnification or warranty provided by Temenos. 15.8 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.
Generative AI for Core Banking	**16. Temenos Gen AI Solutions** 16.1 For the purpose of these Product Specific Terms:

Products /component module/ capability	Product Specific Terms
Generative AI for FCM	**"Gen AI Solutions"** means the generative AI software offering(s) as specified in an Order Form. **"Client Data"** means all data and information, including all text, sound, video, image files, software and any other data or materials that are submitted by or on behalf of Client to the Gen AI Solutions, including in the form of queries. **"Outputs"** means the outputs from the Gen AI Solutions which are based on Client Data input by or on behalf of Client. **"Client User"** means an employee, contractor or agent whom the Client authorizes to use the AI Solutions. **"End User"** means a potential or actual customer of the Client or of a Permitted Client Affiliate, in each case allowed by the Client to access or use the Temenos Offering in the course of the Client supplying or offering to supply products, goods or services to such potential or actual customer. **"Large Language Model"** or **"LLM"** means any third party large language model, machine learning algorithm or artificial intelligence feature used in conjunction with the Temenos Software. **"Personal Data"** means information related to identified or identifiable natural persons or as otherwise defined under applicable law.

16.2 Intellectual Property. Except for Temenos' express rights in the Agreement, as between the parties, Client retains all Intellectual Property Rights in the Client Data and in the Outputs, subject to these Product Specific Terms. [Client grants Temenos a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use, copy, modify and distribute such Client Data and Outputs for the purpose of: (i) providing Client with products and services; and (ii) to improve Temenos' Gen AI Solutions and service offerings.]

16.3 Client Obligations in relation to Gen AI Solutions. For Client Data input to any Gen AI Solutions by Client, Client User or End User: (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 customers, or third parties), and for monitoring the Outputs provided by the Gen AI Solutions to ensure that the algorithms are not creating any negative patterns or results not expected or intended from use of the Gen AI Solutions; and (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 the relevant LLM in order to mitigate any future negative patterns or results being created by the Gen AI Solutions, and the Temenos may charge for its services in connection with such adjustments.

16.4 Acknowledgment. Temenos makes no representations and provides no warranties, whether express, implied, statutory or otherwise that the Gen AI Solutions will provide Outputs that will meet your requirements, or be accurate, reliable, complete, free from bias or actionable. The Client acknowledges that it shall be responsible for all actions that the Client, any Client User, or any of its End Users, takes in response to Output 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 Outputs. The Client, Client User and any End User shall be fully liable for their use of the Gen AI Solutions (including any decisions made based on their use) and to the fullest extent permitted by law, Temenos excludes all liability in relation to the Outputs from any Gen AI Solutions and any decisions made by the Client, Client Users and any End User as a result of their use of, or Outputs from, any Gen AI Solutions.

16.5 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 providing any services in relation to Gen AI Solutions, the Client shall ensure that any such data or information does not include Personal

Products /component module/ capability	Product Specific Terms
	Data and is anonymized to the standard required under applicable data privacy and security laws (such that it is not considered Personal Data).

16.6 Special Restrictions on Use of Gen AI Solutions. Without limiting any restrictions on use of the Software in the Agreement or specific instructions on use in the applicable Documentation for the Gen AI Solution, Client will not and will not permit anyone else to:

a)   use the Gen AI Solutions or any Output to infringe, violate or misappropriate any of our rights or the rights of any third-party,

b)   use the Gen AI Solutions or any Output to directly or indirectly develop, create, train, test or improve any AI or machine learning models (separate from authorized use of the Software under this Agreement),

c)   represent any Output as being approved or vetted by Temenos,

d)   represent any Output as being an original work or a wholly human-generated work,

e)   use the Gen AI Solutions for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws,

f) use the Gen AI Solutions or any Output in violation of applicable laws;

g)   use the Gen AI Solutions for purposes or with effects that are: (i) discriminatory, harassing, harmful or unethical, or (ii) fraudulent, misleading or deceptive, or

h)   attempt to reverse engineer, decompile or discover the source code or underlying components of the Gen AI Solutions.

16.7 Large Language Models. Client acknowledges that LLMs are third party components that are not provided by Temenos and are subject to the terms and conditions of the applicable third party provider. Client is responsible for selecting the LLM that it will use in conjunction with the Gen AI Solution and obtaining any necessary license for that LLM from the applicable provider. Client agrees to abide by the third-party terms and conditions applicable to the LLM(s).

Sample Apps:

Wealth Alternative UI

Next Gen UI

Temenos Digital Native UI

17.   Sample Code license

17.1 Sample code is provided to you by Temenos for use with Temenos Software 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**").

17.2 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. 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.

17.3 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.

17.4 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,

Products /component module/ capability	Product Specific Terms
	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. 17.5 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.