SOFTWARE LICENSE SCHEDULE

This Offering Schedule (**"Software License Schedule"**) applies to Temenos Software licensed by Temenos to Client, and supplements and is incorporated by reference into the Enterprise Terms. Terms defined in the Enterprise Terms apply to this Software License Schedule.

1. Additional Definitions

1.1 The following terms apply to this Schedule unless the context requires otherwise:

"Authorized Site" means the country and location of the hardware (server or data center) on which one (1) production copy of the Temenos Software is licensed to be installed. The Authorized Site(s) is/are identified in the Order Form.

"Development" means any development or modification to the Temenos Software, made by Temenos or a Temenos Affiliate at the Client's request.

"Malicious Code" means a virus, worm, time bomb, trojan horse, ransomware or other harmful or malicious code, file, script, agent, or program.

"Software Fix" has the meaning given in the Support Policy.

"Temenos Software" means Temenos software comprised of the computer program modules as preconfigured by Temenos in executable code, Temenos software interface modules and the Developments listed in the applicable Order Form. Temenos Software does not include a) stand-alone modules or subsystems or modifications developed by a party other than Temenos, or b) Client Materials, or c) Third Party Components.

"Updates" means, collectively, Software Fixes, Upgrades and Main Releases released by Temenos to Client.

"Upgrade" or **"Main Release"** has the meaning given in the Support Policy for Temenos Software.

"Use" means copying or loading any portion of the Temenos Software from storage units or media for the processing of data by the Temenos Software, or the operation of any procedure or machine instruction utilizing any portion of either the computer program or instructional material supplied with the Temenos Software, including by remote access. Use is strictly limited to the type of operations described in the Documentation solely to process the Client's own business and that of the Permitted Client Affiliates. Use specifically excludes any service bureau or time-share services to any third parties without prior written consent by Temenos and is contingent upon the payment by the Client of additional mutually agreed fees.

2. Provision of Software

2.1 Subject to the Client's compliance with the Agreement and payment of applicable Fees, Temenos shall deliver the Temenos Software and related Documentation to the Client.

2.2 **License to Use**. Temenos hereby grants to the Client a limited, non-exclusive, non-transferable (except as provided in Section 17.3 (Assignment) of the Enterprise Terms), license to Use the Temenos Software, including any Updates thereto, and the related Documentation during the Term to process the Client's own business and that of the Permitted Client Affiliates (if any).

2.3 **Back-up Copies**. The Client may hold and use a reasonable number of back-up copies of the Temenos Software for contingency and disaster recovery purposes, may periodically test such copies, and may make a copy of the Temenos Software and Documentation available to its third party contingency and disaster recovery support provider, provided that it has secured a confidentiality undertaking from such third party substantially equivalent to the terms set out in Section 14 (Confidentiality) of the Enterprise Terms. The Client shall reproduce and include Temenos' trademarks, copyrights, and other proprietary notices on all full or partial copies of the Temenos Software.

2.4 Except as permitted by Section 2.3, the Client shall not copy any portions of the Temenos Software. The original, and any copies of the Temenos Software, or any part thereof, any Developments, Updates, Software Fixes constitute Temenos IP and remain the exclusive property of Temenos.

3. Support Services

3.1 Subject to the Client's compliance with the Agreement and payment of applicable Fees, Temenos shall provide the Client:

(a) all Updates released by Temenos for production instances of the Temenos Software; and

(b) the Support Services set out in an Order Form in respect of the Authorized Site(s) for the Term in accordance with the Support Policy for Temenos Software available at: https://www.temenos.com/legalcenter/ or any other website notified by Temenos to the Client from time to time.

3.2 The Client may change an Authorized Site to a different location within the same country by providing Temenos with fifteen (15) days' written notice. The Client may only transfer an Authorized Site to a country outside the original country, subject to Temenos' prior written consent.

4. Third-Party Components and Client Materials

4.1 Third-Party Components are licensed to the Client on a non-exclusive, non-transferable and non-sub-licensable basis subject to terms and conditions and restrictions set out in the applicable Order Form, Product Specific Terms or separate third party terms and conditions.

4.2 Third-Party Components will be subject to the support policy of the Third-Party Component supplier, including any relevant support period. Where Temenos is providing Support Services, Temenos will endeavor to resolve any issues with the licensed Third Party Components(s), including by acting as the administration point and coordinating any response where escalation of the call to the third party supplier is necessary to obtain satisfactory resolution. Temenos makes no undertakings as to the service commitments of any third party supplier, including suppliers of any Third-Party Component.

4.3 The Client is responsible for all Client Materials including, without limitation, for procuring any hardware and third party software in accordance with the applicable third party pre-requisites and requirements. Temenos will not be responsible for Temenos Software issues caused by Use of the Temenos Software with hardware and software that does not meet those requirements.

5. Warranties

5.1 **Temenos Warranties**. Temenos warrants that:

(a) the Temenos Software will materially perform the functions specified in the Documentation for a period of twelve (12) months from its delivery to the Client.

(b) Temenos will perform the Support Services materially in accordance with the Support Policy for Temenos Software available at https://www.temenos.com/legalcenter/ or any other website notified by Temenos to the Client from time to time.

5.2 The Client shall notify Temenos of any claim under the warranties in Section 5.1 within ten (10) days of becoming aware of a breach of warranty. The Client's exclusive remedy and Temenos' entire liability for a breach of warranty shall be for Temenos to:

(a) provide replacements or coding changes to any non-conforming part of the Temenos Software within a commercially reasonable period after receiving written notice of non-conformance; or

(b) re-perform the applicable Support Services at no additional charge.

5.3 Temenos will not be deemed to breach any warranty, and the foregoing remedies shall not apply, if the alleged breach has been caused by:

(a) any use that is contrary to the Agreement or Documentation;

(b) any modification to the Temenos Software not performed by Temenos;

(c) the Client operating on a Main Release older than the two (2) prior Main Releases; or

(d) Malicious Code introduced by the Client, Client Affiliate or a User.

6. Monitoring and Suspension

6.1 **Compliance Monitoring**. For purposes of verifying the Client's compliance with the Agreement, including Fees payable, Client will monitor its use of the Temenos Software on an ongoing basis. Promptly following Temenos' request from time to time during the Term, the Client shall report and certify its then current monitored usage levels to Temenos. If Temenos provides any software usage monitoring reporting tools in relation to Temenos Software, then the Client shall include in its aforementioned report the output file generated by such monitoring tool.

6.2 **Audit.** Temenos may audit the Client's use of Temenos Software at all reasonable times and with Client's reasonable assistance. Audits shall not unreasonably interfere with the Client's normal business operations. Each Party shall bear its own costs unless an audit identifies a breach of the Agreement, in which case the Client shall be liable for all costs. Client shall provide Temenos with full cooperation and assistance for the purpose of audits, including provision of access, information and documentation reasonably requested by Temenos.

6.3 The Client agrees to pay Temenos within thirty (30) days of submitting a usage report under Section 6.1 or written notification from Temenos following an audit under Section 6.2 any additional Fees applicable to its Use of the Temenos Software in excess of the license rights granted.

6.4 **Suspension of Support Services**. If any charge owing by the Client is thirty (30) days or more overdue, Temenos may, without limiting its other rights and remedies, suspend the Support Services until such amounts are paid in full.

7. Term & Termination

7.1 The Term of the license for the Temenos Software shall be as set out in the Order Form, unless terminated earlier in accordance with the terms of the Agreement.

7.2 Upon expiration or termination of the Agreement, all rights of the Client to the Temenos Software (and any other materials provided by Temenos) will cease and the Client will immediately:

(a) return to Temenos the Temenos Software together with all copies, Documentation and any other materials provided by Temenos; and

(b) purge all copies of the Temenos Software and other materials from its Authorized Site(s) and CPUs and from any storage device.

7.3 If an Agreement for Temenos Software and/or Support Services is terminated prior to the expiry of the Term by Temenos due to a material breach or non-compliance by the Client, non-payment of Fees or insolvency, all Fees due until the end of the Term shall be paid in full to Temenos by way of early termination fee and not penalty. Such payment shall not prohibit Temenos from claiming any other damages, costs, expenses or losses resulting from such early termination of the Agreement.

8. Escrow

8.1 Temenos has concluded a multi-license escrow agreement with NCC Group Escrow Limited (the **"Escrow Agreement"**) under which the Temenos Software is deposited and which the Client may choose to join. If the Client opts to do so, it shall be responsible for the annual escrow fees payable to NCC Group Escrow Limited in accordance with the Escrow Agreement in place. The Client will then have access to the source code of the Temenos Software and Developments exclusively upon the realization of the release events stipulated in the Escrow Agreement.

9. End of Life

9.1 Temenos reserves the right to end of life/end support for products, modules, features or versions of Temenos Software in whole or part ("**EOL Software**") by providing no less than one (1) year's prior written notice to the Client, the expiry of such notice being defined as the "**EOL Effective Date**", provided that the EOL Effective Date shall not occur during the initial five (5) years of the license term from the date the applicable Temenos Software product, module, feature or version was first licensed to the Client. After the EOL Effective Date, Temenos shall no longer be required to provide any Support Services for the EOL Software.

9.2 Any use of the EOL Software after the EOL Effective Date shall be entirely at the Client's own risk. The Client shall indemnify and keep indemnified Temenos against all losses, damages, costs, claims, demands, liabilities and expenses awarded against or incurred by Temenos in connection with, or paid or agreed to be paid by Temenos in settlement of, any claim arising out of the Client's continued use of the EOL Software beyond the EOL Effective Date.

This Schedule requires signature by both parties if it is not incorporated into the Enterprise Terms at the time of signature by the Parties of the Enterprise Terms and shall become effective upon the latest date of signature.

[INSERT TEMENOS ENTITY]   [INSERT CLIENT ENTITY]

Authorized Signatory   Authorized Signatory

Name: Name:

Title: Title:

Date: Date:

Authorized Signatory   Authorized Signatory

Name: Name:

Title: Title:

Date: Date: