

TEMENOS MARKETPLACE MEMBER AGREEMENT

Version: 16 November 2015

This is a legal agreement between the Temenos Marketplace Member identified in the Order Form ("You") and Temenos Headquarters SA ("Temenos") setting out the legal terms that govern the Your use of the Services provided to You via the Temenos Marketplace Site. The intention is that Temenos makes available certain services to You under this Agreement to facilitate Your development of products which are complementary to Temenos software. Members' products may be submitted to Temenos for quality assurance validation and once certified may be made available for download from the Temenos Marketplace site, subject to the Temenos Marketplace Member entering into the separate agreement with Temenos for such certification and publication of the product.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions:

- 1.1. Agreement means the Temenos Marketplace Member Agreement including any Temporary Membership between Temenos and You, being a legal or natural person as out in the Order Form
- 1.2. Auto Renew means an automatic renewal of Your use of the Services specified in the Order Form for a term specified in the applicable Order Form unless such Services are otherwise terminated in accordance with the Agreement
- 1.3. Certification means the process and criteria by which Temenos conducts quality assurance validation of a Provider Product for publication on the Site
- 1.4. Content means any content or materials, including the Documentation, available via the Site
- 1.5. Documentation means the technical documentation, user guides and specifications relating to the Services and the Software
- 1.6. Initial Term means 12 months from the date the Order Form is signed by both You and Temenos or in the case of a Temporary Membership 30 days from the date the Order Form is signed by both You and Temenos
- 1.7. Intellectual Property Rights means all current and future copyrights, patents, trade marks (whether or not registered), or rights in databases, inventions, or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant jurisdiction
- 1.8. Order Form means the application and ordering document submitted by You for the Services, which is executed by both You and Temenos and is made subject to these terms and conditions
- 1.9. Personal Data means any information or data relating to an identified or identifiable natural person or a legal person where data protection law applies to such legal person
- 1.10. Provider Products means any proprietary product or service of a Temenos Marketplace Member complementary to the Software
- 1.11. Services means the services provided by Temenos to You through the Site or otherwise and shall include access to Documentation and a sandbox service with access to the Temenos core banking software system provided as a service via a web based system together with any technical limitations and requirements relating to the access to such service.
- 1.12. Site means the Temenos Marketplace website which is subject to the Temenos terms of service governing such the use of such website

- 1.13. Software** means the core banking software accessed via the sandbox service together with any other software provided for download by You
- 1.14. Temenos Certification and Provider Agreement** means the separate agreement a Temenos MarketPlace Member enters into with Temenos for Certification and to make available a certified Provider Product available for download from the Site subject to the agreed fees and revenue sharing arrangements
- 1.15. Temporary Membership** means You have elected to use the Services for only thirty days' on a temporary basis as set out in the Order Form
- 1.16. Term** means the Initial Term together with any periods of Auto Renew specified in the Order Form for which the Services have been renewed pursuant to the terms of the Agreement
- 1.17. User** means an individual who is authorised by You to access the Services and who has been supplied an identification and password by You, which You and the User shall at all times maintain as confidential. The number of permitted Users are limited to 5 or as many as may be provided at Temenos' discretion.
- 1.18. Company Data** means any and all data and information including text and image files, software and any other materials submitted by or on behalf of You to the software system through the use or access of the Services.

2. Temenos MarketPlace Benefits

- 2.1 Temenos will provide You with certain Services, Software and Content via the Site or via any other method prescribed by Temenos solely for Your own use, which should not be shared with or transferred to any third party.
- 2.1. Temenos will provide You with access to one instance of the sandbox service and any additional Software as part of the Services together with Documentation and such use shall be on a non-exclusive, non-transferable basis solely for Your internal business purpose of development activities related to products and services complementary to the Temenos core banking software system. Any production use of the sandbox service, Software or Documentation is explicitly prohibited. You may only download once copy of the Documentation and any Software provided for download and except as expressly permitted by Temenos, You shall not modify, translate, reproduce, distribute or create derivative works of such materials or any part thereof. You may not decompile, reverse engineer, disassemble or attempt to derive the source code of any software or security components of the Services, Software, Site or Content.
- 2.2. You do not acquire any right or license to the sandbox service or any underlying software to such service including the Software in excess of the scope or duration of the Services stated in the Agreement. You will not receive a copy of the core banking system Software accessible via the sandbox service.
- 2.3. You shall only permit Users to access the Services and shall not permit any other persons or other third parties to access the Services. A User shall only be Your employee or agent. You are responsible for all of its Users' actions and inactions. You are responsible for maintaining the confidentiality of any ID and password used to access the Services and for any activity in relation to Your account.
- 2.4. You are responsible for ensuring You maintain an internet connection allowing it to connect to the Services. Temenos does not provide any close of business processing, support, helpdesk, maintenance or any other services as part of this Agreement.
- 2.5. You may submit any Provider Products to Temenos for Certification by the links provide on the Site. Certification is subject to additional terms and conditions and fees payable for each Provider Product submitted, as set out in the Temenos Certification and Provider Agreement. If Your Provider Product passes Certification successfully, it is intended that Temenos will feature such Provider Product for evaluation download from the Site, subject to the terms and conditions of the Temenos Certification and Provider Agreement.

3. Fees

- 3.1 You shall pay Temenos the fees set out in the Order Form. All amounts owed shall be paid in US Dollars without offsets or deductions of any kind. All payment obligations are non-cancellable and all amounts paid are non-refundable. You shall pay all Temenos invoices in full within 30 days of receipt of the invoice. Each invoice shall be sent to the Your address as specified in the Order Form.
- 3.2 If any fee which is due to Temenos is not paid by the date such payment is due, You shall pay interest to Temenos on such unpaid amount upon written reminder and notice of delay calculated at one per cent (1%) interest per month on invoices which are not disputed. Temenos reserves the right to suspend access to the Services in the event of the non-payment of a valid and due invoice.
- 3.3 Amounts due under this Agreement shall be free and clear of any present or future income or taxes, including withholding taxes, deductions, fees or other levies. If You are required by law to make any deductions or withholdings from payments to Temenos, You shall pay such additional amounts to Temenos as may be necessary to ensure that the actual amount received by Temenos after deduction or withholding (and any payment of additional taxes due as a consequence) shall equal the amount that would have been payable to Temenos if such deduction or withholding were not required.
- 3.4 All fees under the Agreement shall be subject to annual CPI increases in the country in which You are located. All fees and amounts stated under this Agreement are exclusive of VAT (or equivalent local sales tax) and all other taxes.

4. Non-Disclosure and Intellectual Property Rights

- 4.1. You acknowledge that (a) the Software, the Services, the Content and all related documentation and specifications, (b) the terms and conditions of this Agreement; and (c) the results and feedback from any test or evaluation are all confidential information ("Confidential Information") which contain highly confidential, secret and valuable information of Temenos and its affiliates. You agree that you shall not reproduce, sell, transfer, publish, disclose, display or otherwise make available to third parties the Confidential Information, any other proprietary information of Temenos and its affiliates. Temenos shall be free to exploit any feedback, information or suggestions provided by You or the Users.
- 4.2. You agree to secure and protect the Confidential Information and to take appropriate measures to ensure such under the terms of the Agreement. You shall promptly notify Temenos if You become aware of any breach of confidentiality and security relating to the Sandbox Service or other Confidential Information. You further agree that You will use Your best effort to assist Temenos and its affiliates in identifying, preventing and investigation any use or disclosure of any Confidential Information.
- 4.3. You and the Users recognise that Software System, the Services, all Documentation and Content and any reproductions, corrections, updates, modifications, and developments provided to the Company together with any brand names and trade marks used by Temenos are the Intellectual Property Rights of Temenos, its affiliates and its suppliers (as applicable).
- 4.4. Any third party products or services or information related thereto provided by Temenos to You as part of the Services or the Site may be accompanied by their own terms of use or licensing terms, in which case such terms shall govern that particular third party service or software. Mention of third party products or services in any Content is for informational purposes only and constitutes neither an endorsement nor a recommendation. Temenos shall have not responsibility with regard to the selection, performance or use of these vendors, products or services.
- 4.5. Nothing in this Agreement will hinder or impair Temenos' right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as or otherwise compete with any other products, software or technologies that You may develop, produce, market or develop.

5. Privacy and Security

- 5.1. The use of the Site by You is subject to the Temenos terms of service for the Site and the Temenos Privacy Policy as made available via the Site. As the Services are provided for evaluation purposes only, You and the Users shall not submit, store, capture, transmit or process any of Your confidential or business sensitive data or Personal Data contained in the Company Data through or to the Services. Temenos has no responsibility for the accuracy, quality, integrity, legality or reliability of Company Data. Temenos shall only process Company Data for the provision of the Services to You.
- 5.2. If any Personal Data in the Company Data is processed through the use of the Services by You, (i) You shall at all times remain the data controller of and responsible for such Personal Data in the Company Data for the purposes of the Services; (ii) Temenos and its suppliers are data processors or sub processors of such Personal Data in the Company Data only for the purposes of provision of the Services; and (iii) Temenos may require that such Personal Data is deleted or otherwise removed from the Services. In order to innovate and improve the Temenos MarketPlace, Temenos may collect certain usage statistics from the Site and the Services. Such data is examined in the aggregate without containing any Company Data.
- 5.3. You and the Users shall comply with any security policy or requirements provided by Temenos. You shall not use the Services in any way prohibited by law, regulation or governmental order or to send spam or distribute malware. You shall not use the Services to store, processor distribute any infringing, obscene, threatening or otherwise unlawful materials. You shall not interfere with or disrupt the integrity or performance of the Services or the data contain within such services, or attempt to gain unauthorised access to the Services or its related systems or networks. You shall indemnify Temenos and its affiliates for all costs, damages or other losses suffered by Temenos and its affiliates from any violation of this Clause 5.

6. Liability

The Site, Services, Software and Content are provided on an “as is” and “as available” basis without warranty of any kind and the Site, Services, Software and Content are subject to change at any time. The Site, Services, Software and Content are not warranted to work in conjunction with any other products or services, including other products and services provided by Temenos or its suppliers. Any use of the Site, Services, Software and Content are at Your own discretion and risk. Temenos and its suppliers disclaim all warranties and conditions of any kind whether express or implied including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement. Temenos, its affiliates and any suppliers shall not be liable to You and the Users under any theory of liability including under contract law, tort (including negligence) or on any other basis for any direct, indirect, incidental, special, consequential or exemplary damages that may be incurred by You or the Users including any losses relating to data, data use, business, profits, revenue or business interruption whether Temenos, its representatives or its suppliers have been advised of or should have been aware of the possibility of such losses.

7. Term and Termination

- 7.1. This Agreement shall begin on the signing by both parties of the Order Form and shall be in force for the Initial Term, subject to any Auto-Renew. If stated in the Order Form, the Services will Auto Renew for additional periods as specified in the Order Form unless either party gives the other party written notice no more than thirty (30) days prior to the expiry of the Initial Term or period of Auto Renew of its intention to terminate the relevant Services. Unless notice is given, the Agreement shall Auto Renew for the specified period in the Order Form subject to payment of the renewal fees set out in the Order Form.

The Services shall be available as soon as reasonably possible upon signing by both parties of the Order Form and shall cease to be available on expiry of the Agreement.

- 7.2. A Temporary Membership and Your use of the Services under such Temporary Membership shall expire and cease 30 days after the Temporary Membership Order Form is signed by You and Temenos. You may enter into a new Order Form for a new Initial Term of 12 months subject to these Terms and Conditions and payment of the applicable Fees set out in the new Order Form.
- 7.3. Upon expiry or termination of this Agreement, all rights of You and its Users to access the Site, Services, Software and Content will immediately cease. If after expiry or termination of the Agreement, You require any Company Data stored within the Services, You shall provide a written request of such within ten days' of expiry or termination of the Agreement. Temenos will provide a copy of such Company Data within sixty days, subject to agreement between the parties of payment of the applicable professional service fees. If You do not provide a written request to Temenos, Temenos shall be under no obligation to maintain such Company Data and shall be entitled to delete all such Company Data in its systems or otherwise in its possession or under its control. The provisions of Clauses 4, 5 and 6 shall survive the termination of this Agreement.
- 7.4. This Agreement may also be immediately terminated by Temenos by suspending access by You to the Services if the Company or its Users (i) violate or attempt to violate the confidentiality or security of the Service or the Software or part thereof which shall include any violation of the provisions set out in Clauses 4 and 5; (ii) or in any other way misuse the Services or breach the terms of this Agreement.

8. Entire Agreement

This document and any documents referenced in it constitute the complete and exclusive Agreement between the parties as to the subject matter and supersedes all previous agreements, negotiations, understandings and discussions of the parties.

9. General Terms

- 9.1. The construction validity and performance of this Agreement shall be governed exclusively by the laws of Switzerland and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Geneva Courts.
- 9.2. Any notice required to be given shall be given by sending the notice by courier or post to the addresses set out in the Order Form.
- 9.3. Neither party may assign or transfer this Agreement, in whole or in part, to any person or entity without the prior written consent of the other party. However Temenos may assign this Agreement to any affiliated company of its parent or holding company without requiring any consent provided it informs You of such assignment.
- 9.4. Members of the group of companies of which Temenos is a party and Temenos MarketPlace suppliers shall be third party beneficiaries to this Agreement and that such companies shall be entitled to directly enforce and rely upon any provision of this Agreement that confers a benefit on or rights in favour of them. Other than this, no other person, or company shall be third party beneficiaries of this Agreement.