PRODUCT TERMS

Effective Date: 19th October 2026

Use of the products listed below is subject to the corresponding Product Terms below which are supplemental to the Master Agreement between Customer and IFS. These Product Terms are legally binding and are incorporated by reference into any IFS ("IFS") Order/Order Form signed on or after the Effective Date above for the applicable product(s). Terms such as "Customer", "Software" and "Application Software" have the meaning given to them in the Order/Order Form with IFS or other governing terms.

CONTENTS PAGE

IFS Software Terms
- Emissions Management Terms
- Emissions Integration for Procurement Terms
- IFS Cloud Sustainability Management Terms
- IFS Data Sync Terms
- IFS Academy Subscription Service Terms
- IFS Customer Engagement (IFS CE) – WhatsApp Social Media Channel –Terms Of Use

IFS SaaS Terms
- Copperleaf Terms
- Saas Description – EmpowerMX
- IFS EmpowerMX Support Terms
- SaaS Description - Softeon
- IFS Customer Engagement 6 terms
- IFS Self-Service Portals Terms
- IFS Zero Subscription Terms
- IFS CPQ

IFS AI Terms
- IFS AI Terms
- Nexus Black Terms
- IFS Nexus Black Resolve Saas Terms
- IFS.AI Subscription Terms
- IFS Loops Digital Worker Subscription Terms
- IFS.AI Logistics Subscription Terms

IFS Cloud Services – Special Terms
- IFS Assyst Terms
- European Restricted Access Service Terms
- IFS Cloud Services Product Terms

IFS Success and Accelerate Services Terms
- Success Support Services Terms
- IFS Accelerate Terms
- IFS Accelerate Pro and Max Terms
- IFS Partner Accelerate Services Terms

IFS Energy and Resources Software Specific Terms
- IFS Energy and Resources iLandMan Specific Terms
- IFS Energy and Resources Land Specific Terms
- IFS Energy and Resources Merrick Specific Terms
- Tobin All Access ("TAA") Specific Terms

Third Party Software Specific Terms
- Oracle
- IFS Middleware Server
- 2c8 Modeling Tool
- Bing Maps
- Travel Matrix
- Tom Tom Real Time Traffic Data Product
- ClickLearn

PRODUCT TERMS

- Crosser
- Adobe Sign
- Poka
- OmniByte – IFS Advanced Forms
- CADTALK
- Ultimo Resale
- Pagero

PRODUCT LICENSE METRICS

IFS License Metrics

- IFS License Metrics – Glossary of Terms

IFS Energy & Resources License Metrics

- IFS EnR License Metrics – Glossary of Terms

IFS Software Terms

EMISSIONS MANAGEMENT TERMS

INTRODUCTION

These Emissions Management terms ("Terms") specify the terms applicable to Emissions Management. .

TERMS

1. Emissions Management

1.1 Purpose and Use

IFS Cloud Emissions Management enables the Customer to calculate and manage its greenhouse gas ("GHG") emissions, including:

- Scope 1
- Scope 2
- Selected Scope 3 categories, as enabled in the module

The Customer may upload or connect activity data from various sources ("Input Data"). The Customer remains fully responsible for:

- the accuracy, completeness, and quality of all Input Data
- verifying and validating all calculated Outputs (including Scope 1, 2, and Scope 3 results)
- ensuring Outputs meet its own compliance, reporting, or decision-making requirements

Input Data may be stored in Emissions Management during the subscription term.

2. Required Third-Party Terms

2.1 Mandatory Climatiq Terms

Emissions Management uses a Third-Party emission-factor service. Accordingly, the Customer acknowledges and agrees to the Climatiq terms, and that usage is subject to the terms in the International Energy Agency (IEA) flow-down conditions, available at:

http://climatiq.io/partner-terms

The Customer agrees to be bound by these third-party terms as part of its use of Emissions Management.

3. Definitions

3.1 Input Data: Customer-provided activity data used for emissions calculations (as per 1.1).

Outputs: Emission calculation results generated by Emissions Management.

EMISSIONS INTEGRATION FOR PROCUREMENT TERMS

INTRODUCTION

These Emissions Integration for Procurement terms ("Terms") specify the terms applicable Emissions integration for Procurement.

TERMS

1. Emissions Integration for Procurement

1.1. Emissions Integration for Procurement enables Customer to calculate spend based indirect greenhouse gas emissions for purchased goods and services. This is enabled by use of a third-party integration - Climatiq (Carbon Intelligence solution provider) enabling users to retrieve Emissions data from Climatiq directly on to the Purchase Parts.

1.2. The Emissions Integration for Procurement works in one of two ways:

1.2.1. Procurement end-point – by sending a category of products under standard catalogue structure ("UNSPC") and retrieving the emissions factor; or

1.2.2. Auto-pilot end point – by sending description of parts purchased – the user enters a description, the auto-pilot end point uses natural language processing to identify the UNSPC using AI capability.

2. Auto-pilot end-point Terms

2.1. The Auto-pilot end point is subject IFS AI Terms found in these Product Terms, and to the below Third-Party terms and conditions. The Auto-pilot end point is an optional feature for Customer in IFS Cloud, Customer can turn this feature on and off as desired.

3. Third-Party terms and conditions

3.1. Definitions

3.1.1. "Artificial Intelligence" means computer technology, including Machine Learning, with the ability to simulate human intelligence to: (i) analyze data and statistics to reach conclusions about it, find patterns, and predict future behavior; and/or (ii) learn from data and statistics and adapt to perform certain tasks better over time.

3.1.2. "Business Activity Data" means all data and all content submitted by Customer using the Emissions Integration for Procurement, including all intellectual property rights embodied in such data or content.

3.1.3. "Climatiq Data" means the emission factors and associated metadata, as provided by Climatiq at https://climatiq.io/data

3.1.4. "Machine Learning" means an Artificial Intelligence technique that can be used to design and train algorithms to learn and adapt from and act on data and statistics without human supervision or following explicit instructions.

3.1.5. "Private Model" means an Artificial Intelligence model developed and operated by a 3rd party such as Google, OpenAI or similar and is exclusively made available to Climatiq; any Training Data and model improvements to such model shall not be used outside this model and will not be made available to any other users of the 3rd party operating the model.

3.1.6. "Training Data" means text data which is derived from Business Activity Data, and which has been minimized, de-identified such that the Customer cannot be identified, anonymized, and aggregated with data from other customers and sources.

3.2. Customer Obligations

3.2.1. Customer will not use (or permit others to use) Climatiq Data for any purpose other than to use the output data for its internal emissions calculations and reporting. For clarity Customer will not use Climatiq Data to train Artificial Intelligence technologies to generate output, including, without limitation, technologies that can generate carbon dioxide emission calculations by mapping Business Activity Data to emission factors.

3.3. Autopilot

3.3.1. Autopilot accepts Business Activity Data as input, and provides as output, without limitation (a) a matching emission factor or set of emission factors, (b) emissions calculations, and/or (c) related benchmarks. Autopilot does not produce free text output in the manner of a chatbot or generate any content derived from Training Data. For clarity, Autopilot is designed to produce the best match emission factor from the Business Activity Data, and performs a classification based on this match. Customer acknowledges that Autopilot uses Machine Learning techniques, and that Business Activity Data will be used as input to proprietary Machine Learning models to provide better emission factor classification, but ownership of such Business Activity Data remains with the Customer or its licensors, and that outputs and suggestions provided are a result of the use of such models.

3.3.2. Customer acknowledges that outputs and suggestions are generated as a non-exclusive response to Business Activity Data input into Autopilot, so the same or similar outputs or suggestions can also be generated for other customers, based on their inputs or context of their use of such products. For the avoidance of doubt, such outputs and suggestions are based on such third party's own business activity data and not Business Activity Data (subject to the Training Data license set forth below).

3.3.3. Customer acknowledges that Climatiq may use Training Data as an input to third party AI Private Models such as those provided by Open AI, Google or others, for the purpose of annotating, embellishing or enhancing the Training Data with the sole purpose of improving Autopilot results, provided that Training Data is de-identified and anonymized prior to such use in 3rd party tools, and used only to improve the relevant Private Model. This Training Data may only be derived from Business Activity Data shared through Customer's usage of the Autopilot. Business Data shared through other features may not be used for generating Training Data or for training any AI Models.

3.3.4. Customer grants to IFS such that IFS may grant to Climatiq a royalty-free, non-exclusive, right and license to access, copy, modify, transmit, display, use, and store Business Activity Data for the purpose of creating Training Data to improve Autopilot, to the benefit of both Customer and other Autopilot customers and users who use the Autopilot feature.

3.3.5. Customer acknowledges that when Training Data is run through the software and Models, the Training Data trains, validates and improves the artificial intelligence models which are part of Autopilot. Any such Machine Learning cannot be “unlearned” even if the Training Data is deleted.

IFS CLOUD SUSTAINABILITY MANAGEMENT TERMS

INTRODUCTION

These IFS Cloud Sustainability Management terms ("Terms") specify the terms applicable to IFS Cloud Sustainability Management.

TERMS

1. Creating a Sustainability Plan

a. Customer is responsible for creating, managing and maintaining its Sustainability Plan for the reporting period, which involves selecting the correct KPI's for the Customer and its business.

b. The Sustainability Plan is created by Customer using the Sustainability Data which Customer manages and maintains and for which it is responsible for ensuring, including but not limited to, that the data, data quality, calculation and results output is accurate, that all KPI's, whether calculated or manual, are reflective of the Customer's own business and business requirements. Whilst certain quantitative KPI's can be calculated, certain KPI's will require manual calculation. More information on KPI's can be found in in the KPI Catalog Overview page within IFS Cloud Sustainability Management Module.

2. Calculating KPI's

a. Once the Customer has created its Sustainability Plan and created the snapshot the Sustainability Data is transmitted to the IFS Services platform where it is first aggregated to a level to allow KPI calculation, where KPI's can be calculated as per KPI Overview page, and as required to allow Customer to assess its KPI Measurements. The Aggregated Sustainability Data is then used to conduct the KPI calculation and provide the KPI Measurements (this shall be the Services for the purposes of the IFS Services Terms).

b. The Aggregated Sustainability Data is maintained in the IFS Services platform to allow Customer to continue to iterate and manage its Sustainability Plan and to continue to calculate KPIs.

c. IFS provides calculated KPIs to facilitate disclosure efforts. However, customers are responsible for ensuring the accuracy and relevance of all calculations, logic, and outputs generated, verifying that they align with their business needs and compliance requirements. IFS assumes no responsibility for any issues arising from reliance on these processes and IFS does not warrant or guarantee that use will achieve compliance with any applicable regulations or standards.

3. Data Service

a. The Customer must purchase the IFS Data Service from IFS to add data from external sources, whether as raw data or aggregated data, and system defined calculated KPI's (including those relating to IFS Cloud data) to the Customer's Sustainability Plan.

b. To consume the Data Services, Customer will ensure it has sufficient storage capacity whether through IFS' Cloud Services or its own environments, if and where such service is available for remote deployments. The Customer shall be responsible for ensuring its users understand the Data and how they should be consumed, as well as managing controls for consumption.

4. General Terms

a. IFS Cloud Sustainability Management Module utilizes the IFS Service. The IFS Service Terms apply and are incorporated into these Terms.

b. IFS may track and analyze the usage and consumption of the services for purposes of determining usage / consumption made of the service, for the purposes of security, to assist customers, and for improving IFS software and services and the user experience in using such software and services. For example, IFS may use this information to help customers derive more value from the software and services, to understand and analyze trends, or to track which features are used most often in order to improve the software and services. IFS may share anonymous usage data with its service providers for the purpose of helping in such tracking, analysis, and improvements. Additionally, IFS may share such anonymous usage data on an aggregate basis in the normal course of operating their business; for example, IFS may share information publicly to show trends about the general use of its software and services.

5. Definitions

The definitions used in these Terms have the meaning given in the Agreement or below.

a. "**Aggregated Sustainability Data**" means Sustainability Data once it has been aggregated as described in section 2.1.

b. "**Data Service**" means a set of data-based services running in the IFS Service. With respect to IFS Cloud Sustainability Management Module, use of such Data Service is for the purposes of transferring data from IFS Cloud to IFS Service, initiating KPI calculation for automated KPIs, and retrieving the resulting data to IFS Cloud Customer environment.

c. **"IFS Service"** refers to the IFS multi-tenanted service. For IFS Cloud Sustainability Management Module, the IFS Service is used with the Data Service as described in these Terms.

d. **"IFS Service Terms"** means the terms for the IFS Service found at ifs.com/legal.

e. "**KPI**" means the key performance indicators selected by Customer to create the Sustainability Plan and for which KPI Measurements

can be attributed to.

f. "**KPI Measurement**" means the measurements recorded, as an outcome of a calculated measurement, or the value inputted by Customer where it is manually added.

g. "**Sustainability Data"** means data selected by Customer from the KPI Catalog, data from IFS Cloud, IFS Emissions Tracker (if licensed by Customer) as well as manually inputted data and KPI's which can be imported into IFS Cloud. If the Customer has purchased the Data Service from IFS, Customer may also add data from external sources whether as raw data or aggregated data, and system defined automated KPI's (including those relating to IFS Cloud data).

h. **"Sustainability Plan"** means the plan created by the Customer to track against its sustainability targets and review data quality

i. for a reporting period by selecting KPI's to measure.

PRODUCT TERMS

IFS DATA SYNC TERMS

These IFS Data Sync terms ("Terms") specify the terms applicable to the IFS Data Sync. These terms are supplemental to the Master Agreement between Customer and IFS and IFS Services Terms found at ifs.com/legal, or, for customers with a Master Agreement version 20th July 2026 or later, that Master Agreement alone.

1. SCOPE OF THE SERVICE

These IFS Data Sync Terms set out the additional terms and conditions applicable to IFS Data Sync, made available as a service, as specified in the applicable Order Form ("IFS Data Sync" or "SaaS" or "Service" respectively).

IFS Data Sync is a multi-tenant SaaS offering through which Customer may synchronize supported datasets from Customer's IFS Cloud environment to a dedicated Data Lake provisioned and managed by IFS for the Customer.

The Service operates as follows:

(a) Configuration. Customer selects the datasets to be synchronized and configures the synchronization scope and schedule through the Service interface.

(b) Synchronization to the Data Lake. Selected datasets are synchronized from Customer's IFS Cloud environment to the Data Lake. The initial synchronization consists of a full dataset load. Subsequent synchronizations are incremental, limited to data that has changed since the prior synchronization, where the applicable source object supports incremental processing.

(c) Onward delivery (where available). Where supported by the Service and configured by the Customer, synchronized datasets may be delivered from the Data Lake to Customer-managed destination environments. Onward delivery availability depends on whether the Customer's platform is eligible. IFS will provide the current list of supported destination platforms upon request.

The Service provides data movement and delivery capabilities of raw data sources only and does not include data validation, transformation, enrichment, analytics, or any form of downstream processing. Customer is solely responsible for (i) the selection and configuration of datasets to be synchronized, (ii) all downstream storage, transformation, analytics, access control, and use of synchronized data in any Customer-managed environment, and (iii) verifying the completeness, accuracy, and suitability of synchronized data for Customer's intended purposes. IFS accepts no liability for any loss, damage, or consequence arising from Customer's data selection, configuration choices, or downstream use of synchronized data.

2. PREREQUISITES AND AVAILABILITY

2.1. IFS Data Sync Subscription service is only available for Customers who are running IFS Cloud 25R2 and later Releases ("Product") and are subscribed to IFS Cloud Services.

2.2. IFS may update, improve, modify, or add functionality to the Service during the Subscription Term as necessary for optimization, performance, and/or issue resolution.

3. SUBSCRIPTION TERMS

3.1. About IFS Data Sync Service:

3.1.1. The IFS Data Sync enables Customer to schedule batch-based synchronization activities. Each execution of a scheduled synchronization batch constitutes a discrete synchronization run (each a "Data Run").

3.1.2. As part of the IFS Data Sync, Customer may configure the scope of data to be synchronized by selecting supported tables, entities, functional areas, folders (if supported), or a full data set tier, as made available by the Service and further described in the applicable Documentation

3.2. Entitlement Metrics

3.2.1. Customer's right to execute Data Runs is subject to the usage entitlements specified in the applicable Order Form (including the Service Description). Usage entitlements are consumption-based, not per-user. Such entitlements apply per 12-month subscription periods, each commencing on the start date of the Subscription Term (or the applicable anniversary thereof). Where the final period of the Subscription Term is shorter than 12 months, usage entitlements for that period shall be pro-rated accordingly. Unused entitlements do not roll over to subsequent periods ("use it or lose it").

3.2.2. Storage limits: Customer's use of the IFS Data Sync Service is also subject to storage capacity limits applicable to the Customer-dedicated Data Lake provisioned for the Service ("Storage Limits"), as specified in the applicable Order Form (including the Service Description). Customer is responsible for ensuring that data synchronized and retained within the Data Lake does not exceed applicable Storage Limits.

3.3. Usage limitations:

3.3.1. To ensure fair usage and consistent service levels across the multi-tenant service, each Data Run is subject to a maximum data volume that may be processed as part of a single run (the "Per-Run Processing Limit"), as defined below.

3.3.2. For purposes of the IFS Data Sync Service, standard synchronization runs are designed to process up to one hundred gigabytes (100 GB) of raw source data per Data Run, which represents the processing threshold aligned to the ninety-fifth percentile (P95) of typical Service usage patterns. This Per Run Processing Limit defines the expected upper bound of data volume that may be processed as part of a single Data Run under normal operating conditions to support fair, stable, and reliable operation of the multi-tenant service.

3.3.3. Where a Data Run processes raw data volumes materially exceeding the Per Run Processing Limit, such execution may, for usage-tracking and entitlement-consumption purposes, be treated as multiple Data Runs proportionate to the volume processed.

Where Customer usage exceeds the included entitlement levels, Customer must purchase additional entitlement to continue use of the Service.

3.3.4. Service availability may continue beyond included entitlement levels to support operational continuity; however, if Customer continues usage beyond its entitlement, Customer must promptly adjust its subscription entitlement levels accordingly.

3.4. Synchronization limits

Synchronization frequency is a scheduling configuration and does not constitute a guaranteed end-to-end delivery latency or service level commitment. Requested synchronization intervals are subject to service scheduling limits and may not be available where they exceed supported operational thresholds. As of the publication date of these Data Sync Terms, synchronization intervals shorter than fifteen (15) minutes are not supported.

3.5. Monitoring

3.5.1. Customer is solely responsible for configuring and operating the IFS Data Sync Service within its Usage Entitlements and Storage Limits, including monitoring consumption and managing synchronized data volumes. IFS has no obligation to monitor Customer's usage or prevent Customer from exceeding its applicable entitlements.

3.5.2. Where available, Customer may receive notification of entitlement consumption levels through platform reporting tools or administrative interfaces.

3.6. IFS may evolve the metrics, structure, or composition of Usage Entitlements for the IFS Data Sync Service as the service matures, provided that such changes do not materially impact Customer's purchased entitlements during the applicable Subscription Term.

4. ACCESS AND USAGE RESTRICTIONS

4.1. The IFS Data Sync Service supports synchronization of datasets to Customer-managed destination environments hosted only on certain platforms, the list of which is updated from time to time. Synchronization to unsupported destination environments may require additional configuration, may be subject to technical limitations, or may not be supported.

5. DEFINITIONS

"Data Sync" means the Service described in those Data Sync Terms.

"Data Run" means a single execution of a customer-configured data synchronization batch within the IFS Data Sync Service, initiated through a scheduled or on-demand configuration, and resulting in the processing of a defined scope of data for synchronization.

"Per-Run Processing Limit" means the maximum volume of data that may be processed as part of a single Data Run under the IFS Data Sync Service, as determined by IFS based on expected operational usage patterns for the Service and as specified in the applicable Service Description, Order Form, or Documentation.

"Storage Limits" means the storage capacity limits applicable to the Data Lake as specified in the Order Form and/or Service Description.

"Data Lake" means the customer-dedicated data storage environment provisioned and managed by IFS for the purpose of receiving and retaining datasets synchronized through the IFS Data Sync Service, subject to applicable Storage Limits.

PRODUCT TERMS

IFS ACADEMY SUBSCRIPTION SERVICE TERMS

A. INTRODUCTION

These IFS Academy Subscription Service terms ("Terms") specify the terms and conditions which apply to the provision of IFS Academy Subscription services as described in these Terms. IFS Academy online training is provided according to the IFS Academy Terms & Conditions which can be found at ww.ifs.com/legal ("Academy Terms"). These Terms shall prevail and take precedence in the event of any conflict with the Academy Terms (as they relate to IFS Academy Subscription services) and any other terms forming part of the Agreement.

B. TERMS

1. Scope of IFS Academy Subscription Services
1.1 By purchasing the IFS Academy Subscription Service during the subscription term specified in the Order Form, Customer will receive continuous access to IFS Academy online training content, learning paths, and resources. Access is limited to the number of Named Users for which Customer purchased the IFS Academy Subscription Service, as specified in the Order Form.

2. Content
2.1 The content included in the subscription is: (a) Foundation eLearning courses and (b) Advanced eLearning courses. The following content is excluded from the subscription, and Customer understands that such content requires separate purchase on separate terms: (a) Classroom courses; and (b) Virtual Classroom courses; and (c) Virtual Blended Learning courses.

3. Access Rights and Restrictions
3.1 IFS will activate Customers subscription account following signature of the applicable Order Form for IFS Academy Subscription Service. Once activated, Named Users can access learning items on the Academy Learning Management System (LMS) as part of the subscription entitlement.
3.2 Customer will provide a single owner ("Service Owner"), responsible for managing the IFS Academy Subscription Service and applicable Customer entitlements. Sharing of login credentials is strictly prohibited. Access is granted on a role-based basis and is non-transferable other than as specified in these Terms. Named Users: Customer may update Named Users in the event of a Named User departing from the Customer company or a significant change in role that makes the subscription access no longer relevant. Requests for user changes must be submitted through the designated admin contact and approved by IFS.
3.3 Access and use of the IFS Academy Subscription Service is permitted solely for the own internal business operations of the Customer and those other entities entitled to benefit from the software to which the IFS Academy Subscription Service relates.

4. Subscription Term & Renewal
4.1. The term of the IFS Academy Subscription Service will commence on the date specified in the applicable Order Form and continue in force for the initial term specified therein. On expiry of the initial term, the Order Form and the IFS Academy Subscription Service will automatically renew for successive periods of one (1) year unless either party provides notice of non-renewal at least ninety (90) days prior to the renewal date. Furthermore, if the Customer has ceased to be or ceases to be an IFS customer, at such time the subscription to IFS Academy Subscription Service will automatically terminate and Customer will be entitled to a pro rata refund of pre-paid fees IFS Academy Subscription Service but relating to periods after the date of termination.
4.2. Fees for IFS Academy Subscription Service include access to the Academy and content in scope. Customer will pay the fees applicable to the IFS Academy Subscription Service at the price identified in the applicable Order Form. Unless otherwise stated on such Order Form, fees for IFS Academy Subscription Service are payable in advance of the applicable period to which they relate, the first being due on the Order Form Start Date. Fees are subject to any indexation provisions set out in the Order Form. All fees are non-refundable unless explicitly set out in the Order Form.

5. Content Updates & Platform Availability
5.1 IFS will provide regular updates to content generally aligned with IFS product releases. Platform availability is targeted but not warranted at 99.5% uptime measured monthly, excluding scheduled and emergency maintenance as well as outages caused by circumstances beyond the reasonable control of IFS, including without limitation force majeure events. Maintenance windows will be communicated in advance via IFS Portal. Customer's sole remedy for failure to meet the targeted uptime during three (3) consecutive months is to terminate the IFS Academy Subscription Service and receive a pro rata refund in relation to pre-paid fees for IFS Academy Subscription Service but relating to periods after the date of termination.

6. Platform Support
6.1 Standard support includes assistance with access issues and platform functionality, support may be accessed by contacting academy@ifs.com. Support will consist of general support for issues relating to access to the Academy and IFS will aim to solve Customer issues which IFS can replicate using commercial reasonable efforts. IFS generally aims to respond within 1 business day.

7. General Terms
7.1. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under these Terms is exchanged between the Parties.
7.2. Customer acknowledges that (a) all services are performed as remote services, do not include provision of implementation or other consultancy or professional services which would be subject to separate agreement of the parties, (b) any reporting, communication and documentation hereunder will be provided in English, (c) IFS may use personnel from IFS Affiliates or partners around the world to make available and provide the services, and (d) the platform and services will not be constantly available, uninterrupted or error free.

7.3. IFS may track and analyze the usage and consumption of the services for purposes of determining usage/consumption made of the services, for the purposes of security, to provide support, and for improving the services and the user experience in using such services. IFS may share anonymous usage data with its service providers for the purpose of helping in such tracking, analysis and improvements. Additionally, IFS may share such anonymous usage data on an aggregate basis in the normal course of operating their business; for example, IFS may share information publicly to show trends about the general use of its software and services.

PRODUCT TERMS

IFS CUSTOMER ENGAGEMENT (IFS CE) – WHATSAPP SOCIAL MEDIA CHANNEL -TERMS OF USE

These IFS Customer Engagement WhatsApp Terms of Use ("Terms") specify the terms applicable to activation of the WhatsApp social.

Customer understands and agrees that data collected in data collection form on IFS Customer Engagement Administrator Portal will be retained by IFS and passed to Twilio. The data will be used by both parties to enable and maintain the API. Twilio reference that use will be in accordance with Twilio Privacy Policy. IFS reference that use will be in accordance with Privacy, Cookies & GDPR | IFS

This information will also be passed onto WhatsApp (owned by Facebook). Terms:

- Customer understands that the WhatsApp social media channel is only available through certain authorised providers. IFS works with Twilio to enable WhatsApp for IFS Customer Engagement utilizing the Twilio API for WhatsApp ("API").
- IFS Customer Engagement customers who wish to utilize API must have and retain a Facebook Business Manager account. To activate such account, customers must arrange through Facebook directly, not through IFS or Twilio.
- You will limit the use of your WhatsApp Business Account ("WABA") to your business. You are not entitled to swap or gain access to WABAs that are not created for your business. You will not permit access by government authorities or on behalf of third parties that represent a government authority without written approval from WhatsApp.
- In order to use the API you accept the WhatsApp Client Terms and you will accept such terms in the manner required by Twilio. A copy of the WhatsApp Client Terms will be provided to you by Twilio at the time of registering. You are required to complete the WhatsApp Terms of Service by completing a separate Google Form provided by Twilio. Completion of the form and acceptance of the terms is mandatory to enable WhatsApp through IFS CE.
- IFS do not charge a fee for use or access to the WhatsApp business solution, IFS may charge for other products and services. The WhatsApp business solution is not to be used standalone from IFS CE.
- Customer understands and agrees that the content of WhatsApp communications sent through the API will be visible in IFS CE and visible to Twilio.
- Customer understands that WhatsApp and Twilio reserve the right to immediately limit, suspend or terminate your access to the WhatsApp business solution if you are found to be violating their terms of service and WhatsApp reserve the right to suspend or terminate the WhatsApp business solution at any time. If so terminated, the API will no longer be available to Customer and Customer will not be permitted to use the WhatsApp social media channel. IFS shall not be liable, and disclaims any liability for, any such limitation, suspension or termination.

PRODUCT TERMS

IFS SaaS Terms

PRODUCT TERMS

COPPERLEAF TERMS

A. SAAS SERVICE

1. INTRODUCTION

1.1. These Copperleaf terms ("Terms") specify the terms applicable to the Copperleaf SaaS. These terms are supplemental to the Master Agreement between Customer and IFS and IFS Services Terms found at ifs.com/legal, or, for customers with a Master Agreement version 20th July 2026 or later, that Master Agreement alone.

2. TERMS

2.1. Subject to the terms and conditions of the Agreement, and subject to full and timely payment of all SaaS fees owed for the SaaS, IFS will make the SaaS available to the Customer , excluding its Affiliates, solely for the 'Permitted Line and Scope of Business', and subject to any associated usage limitations, as specified in the applicable Order Form. Any artificial intelligence in the Software is additionally subject to the AI Terms published in the Copperleaf section at https://www.ifs.com/legal.

2.2. Any additional or other use by Customer which is outside of the permitted line and scope of business as described in the Order Form, will require additional rights and payment of additional fees.

2.3. Except as permitted under the Agreement, or as permitted under a Framework Designer Named User license, Customer acknowledges and agrees that the Agreement does not grant Customer any rights with respect to the Source Code to the Software. Customer shall not: (i) alter, modify, enhance, adapt, re-arrange, reverse engineer, decompile, disassemble, make works derived from the Software or attempt to generate or access the Source Code to the Software, whether by converting, translating, decompiling, disassembling or otherwise, or (ii) enter or manipulate data or information within the database underlying the Software other than via the Software. Notwithstanding any limitations above, where applicable, Customer may receive Source Code for their Value Framework and is permitted to load unmodified Value Framework Source Code into Customer's Software.

3. TERM

3.1. Subject to the termination provisions within the Agreement, the rights granted herein shall take effect as of the Order Form Start Date and shall continue for the initial term specified in the Order Form ("Initial Term"). Following the Initial Term, the rights granted shall automatically renew for successive renewal terms of the same number of years as the then-current term unless a party gives written notice to the other party at least sixty (60) days before the expiration of the then-current term advising that it wishes to renew for a different duration or not renew the rights granted in respect of the SaaS at the end of the then-current term.

4. ACCESS

4.1. Each Named User will be assigned a Named User Account for access to and use of the SaaS. Customer shall be responsible for ensuring the security and confidentiality of its Named User Accounts and be responsible for all activity in such Named User Accounts.

5. DATA

5.1. It is agreed that Customer Data, as defined in the Agreement, excludes all operational and system related data, including without limitation, information and metrics generated automatically by the SaaS in connection with its operation, performance, or security, system logs, telemetry, diagnostic data and service metadata.

5.2. Customer Data will be stored in the data center region specified in the Order Form.

6. WARRANTY AND WARRANTY RESTRICTIONS

6.1. Subject to this section, IFS warrants that the Software will substantially conform to the functional specifications contained in the Documentation. IFS does not warrant that the Software will operate uninterrupted, or that it will be free from minor defects or errors that do not materially affect its performance, or that the applications and functionality contained in the Software are designed to meet all of Customer's business requirements. Customer's exclusive remedy and IFS's exclusive liability for any breach of the warranty made in this section will be that IFS will use commercially reasonable efforts to repair or replace the affected portion of the Software at IFS's sole cost and expense.

6.2. The warranty set forth above shall not apply if: (i) the Software is not used in accordance with the Documentation, (ii) the error is attributable in substantial part to Customer deviating from the operating instructions specified by IFS for the Software; (iii) the Software has been modified, (iv) the error is attributable in any way to the combination of the Software with another product or products provided by Customer.

6.3. IFS warrants that all services provided by it in respect of the SaaS shall be performed using all commercially reasonable efforts, in a professional manner and by qualified and competent personnel. This warranty will apply for, and any claim thereunder shall be made by Customer within, a period of thirty (30) days of the date of performance of the relevant service. Customer's exclusive remedy and IFS's exclusive liability for any breach of this warranty will be that IFS will use commercially reasonable efforts to reperform the breaching services so that the breach is remedied, at IFS's sole cost and expense.

B. SUPPORT SERVICES – SUPPORT TERMS

1. IFS will procure provision of Support Services for the SaaS subject to the Copperleaf SaaS support and maintenance terms found in the Copperleaf section at www.ifs.com/legal and payment by the Customer of the applicable fees.

C. SECURITY

1. IFS will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Content, as further described in the information security documentation found at in the Copperleaf section at http://www.ifs.com/legal.

2. Customer shall (a) use reasonable security precautions for Customer's own IT assets that may be used in connection with its use of the Services, e.g. maintain up-to-date virus scanning and operating system security patches and firewall protection; and (b) require each user to use reasonable security precautions. In addition, Customer shall use all reasonable efforts not to take any action or install any software that may preclude or impair IFS's ability to access or administer its network or provide the SaaS Services.

D. AUP

1. The Acceptable Use Policy ("AUP") found at http://www.ifs.com/legal will apply to use and access of the SaaS Services. Customer shall be responsible for each User's compliance with the AUP.

E. COPPERLEAF VALUE

Where the Order Form includes Copperleaf Value, the following additional provisions apply:

1. Introduction. Copperleaf Value is a multi-tenant software-as a service that allows customers to visualize and communicate their Value Framework and its alignment with their corporate and strategic objectives. Due to the different way that Copperleaf Value is provided, these supplementary terms prevail over any conflicting terms which apply to other IFS products and services.

2. Customer Data. Copperleaf Value stores (i) Value Frameworks for the Customer and (ii) email address and name of Named User which is used to ensure only authorized users access Copperleaf Value. Credential information is not stored in Copperleaf Value as Copperleaf Value uses federated authentication using SAML. Copperleaf Value does not store any other Customer Data, accordingly, Copperleaf Value will not contain information about Customer's specific assets or investments.

3. Security. Refer to the Copperleaf Service Information Security Management document available on www.ifs.com/legal.

4. Other Terms.

   4.1. IFS maintains information relevant to multiple customers in databases and repositories accessible by IFS through Copperleaf Value.

   4.2. Copperleaf Value is located on cloud servers physically located in Canada

   4.3. Copperleaf Value may be accessible by IFS Affiliates in any region globally.

   4.4. IFS schedules patches and upgrades to Copperleaf Value at its discretion.

   4.5. Notice of scheduled system downtime will be provided by email to a nominated contact.

   4.6. Authentication by Customer to Copperleaf Value is by SAML2 to Customer's identity provider for read-only access, and by IFS managed accounts for read-write access. Authentication by IFS to Copperleaf Value is by IFS's then-current SSO solution.

   4.7. Copperleaf Value cannot be moved to an on-premise or third-party hosted environment.

   4.8. Modifications made to Software by licensed Framework Developer Named Users are excluded from support and maintenance.

PRODUCT TERMS

SAAS DESCRIPTION - EMPOWERMX

A. SAAS SERVICE

1. INTRODUCTION

   1.1. These EmpowerMX terms ("Terms") specify the terms applicable to the EmpowerMX SaaS ("EmpowerMX Service" and "EmpowerMX Software" respectively). These terms are supplemental to the Master Agreement between Customer and IFS and IFS Services Terms found at ifs.com/legal, or, for customers with a Master Agreement version 20th July 2026 or later, that Master Agreement alone.

2. TERMS

   2.1. Subject to the terms and conditions of the Agreement, and subject to full and timely payment of all SaaS fees owed for the EmpowerMX Service, IFS hereby grants to Customer and Customer hereby accepts, a limited, non-exclusive, non-transferable right to use the EmpowerMX Software specified in the applicable Order Form and only for the Permitted Line and Scope of Business specified therein.

   2.2. Except as permitted under the Agreement, Customer acknowledges and agrees that the Agreement does not grant Customer any rights with respect to the Source Code to the EmpowerMX Software. Customer shall not: (i) alter, modify, enhance, adapt, re-arrange, reverse engineer, decompile, disassemble, make works derived from the Software or attempt to generate or access the Source Code to the EmpowerMX Software, whether by converting, translating, decompiling, disassembling or otherwise, or (ii) enter or manipulate data or information within the database underlying the EmpowerMX Software other than via the EmpowerMX Software.

3. Term

   3.1. Subject to the termination provisions, the rights granted shall take effect as of the Order Form Start Date and shall continue for the initial term specified in the Order Form ("Initial Term"). Following the Initial Term, the rights granted shall automatically renew for successive renewal terms of the same number of years as the then-current term unless a party gives written notice to the other party at least sixty (60) days before the expiration of the then-current term advising that it wishes to renew for a different duration or not renew the rights granted in respect of the EmpowerMX Software at the end of the then-current term.

4. Access

   4.1. Each Named User will be assigned a Named User Account for access to and use of the EmpowerMX Software. Customer shall be responsible for ensuring the security and confidentiality of its Named User Accounts and be responsible for all activity in such Named User Accounts.

5. Fees

   5.1. In addition to any other terms which may modify the fees payable for the EmpowerMX Service, IFS may modify the fees for the EmpowerMX Service annually during the Initial Term and applicable renewal terms by providing Customer with written notice not less than ninety (90) days prior to the anniversary date.

   5.2. Where the Agreement is terminated by IFS for Customer's breach according to the terms of the Agreement, any pre-paid fees for the then-current term will not be refunded and any unpaid fees, for the remainder of the contracted term will be invoiced immediately and payable.

6. Data Center Location

   6.1. Customer Data will be stored in a data center region specified in the Order Form.

7. Warranty and Warranty Restrictions

   7.1. Subject to this section, IFS warrants that the EmpowerMX Software will substantially conform to the functional specifications contained in the Documentation. IFS does not warrant that the EmpowerMX Software will operate uninterrupted, or that it will be free from minor defects or errors that do not materially affect its performance, or that the applications and functionality contained in the EmpowerMX Software are designed to meet all of Customer's business requirements. Customer's exclusive remedy and IFS's exclusive liability for any breach of the warranty made in this section will be that IFS or EmpowerMX will use commercially reasonable efforts to repair or replace the affected portion of the EmpowerMX Software at IFS's sole cost and expense.

   7.2. The warranty set forth above shall not apply if: (i) the EmpowerMX Software is not used in accordance with the Documentation, (ii) the performance failure of the EmpowerMX Software is attributable in substantial part to Customer materially deviating from the operating instructions specified by EmpowerMX for Customer's use of the EmpowerMX Software; (iii) Customer or another party (other than EmpowerMX or an authorized agent of EmpowerMX) has modified the EmpowerMX Software, (iv) the performance failure of the EmpowerMX Software is attributable in any way to the combination of the EmpowerMX Software with another product or products provided by Customer that have not been approved by IFS.

   7.3. Other warranties excluded. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS. EXCEPT AS PROVIDED IN THIS SECTION, NEITHER IFS NOR EMPOWERMX MAKES OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE EMPOWERMX SOFTWARE. IFS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CUSTOMER WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE.

PRODUCT TERMS

B. SUPPORT SERVICES – SUPPORT TERMS

1. IFS will procure provision of Support Services for the EmpowerMX Service subject to the EmpowerMX SaaS support terms attached hereto and payment by the Customer of the applicable fees.

C. SECURITY

1. IFS will maintain and administer the security policy attached hereto with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Content.
2. Customer shall (a) use reasonable security precautions for Customer's own IT assets that may be used in connection with its use of the Services, e.g. maintain up-to-date virus scanning and operating system security patches and firewall protection; and (b) require each user to use reasonable security precautions. In addition, Customer shall use all reasonable efforts not to take any action or install any software that may preclude or impair IFS's ability to access or administer its network or provide the SaaS Services.

PRODUCT TERMS

IFS EMPOWERMX SUPPORT TERMS

These terms specify the support and maintenance for the SaaS Services for the Software known as EmpowerMX. Standard support and maintenance provisions apply to all available support programs, except as expressly indicated otherwise. Terms defined in the Master Agreement, SaaS Addendum and/or Support Policy shall apply.

STANDARD SUPPORT

1 SUPPORT AND MAINTENANCE

1.1 Support contacts. IFS will provide technical support as SaaS Services in response to requests from Customer's designated support contacts ("Support Contacts"). Customer shall designate at least one (1) and not more than three (3) Support Contacts by providing written notice to IFS and Customer may change Support Contacts by providing further notices from time to time.

1.2 Ticket requests. Support ticket requests may be logged at any time through IFS's online support portal ("Support Ticket"):

1.2.1 IFS shall assist Customer to evaluate and classify Support Ticket requests and determine their route to Resolution or where applicable, Service Restoration.

1.2.2 IFS shall analyse documented and re-producible Defects.

1.2.3 Where the route to Resolution is by way of a software update, this is made available by IFS through a Release or an Update as applicable.

1.3 Support hours. "Support Hours" is the period from 9 a.m. (09:00) to 5 p.m. (17:00) during the working week of the physical country and time zone named in the applicable Order Form. Where the physical country named in the Order Form has more than one time zone, the central time zone is utilized. IFS may, at its sole discretion, develop and deploy Updates. Where the physical country named in the Order Form has an even number of time zones, the easternmost of the two central time zones is used. IFS, at its sole discretion, may choose to perform some activities outside the Support Hours.

1.4 Maintenance. IFS shall provide the following maintenance services for the SaaS Services:

(a) Provisioning of the SaaS Services.
(b) Apply operating system updates.
(c) Administer operating system licenses.
(d) Schedule and update regular anti-virus scans.
(e) Install Resolutions and Updates. Resolutions are made solely for the purpose of the applicable Current Release and IFS does not warrant conformity with other Releases of the SaaS Services or any other software. The implementation of new Releases of the SaaS Services may require Customer to acquire new releases of, or additional, third-party software and hardware, and may not be compatible with, be based on, or include the same technology, architecture or functionality as prior Releases.
(f) Schedule and administer twice daily, offsite, encrypted backups of the Customer Content (to be stored for not less than 90 days).
(g) Monitor the SaaS Services application uptime and resource usage.
(h) Maintain required third-party relationships required for IFS to provide the SaaS Services.
(i) Services for support in respect of any third-party software will be provided by IFS only where agreed and specified in the applicable Order Form for such services.

1.5 Exclusions

1.5.1 Maintenance does not cover:

(a) Services provided under any other program or service;
(b) Upgrades; or
(c) Resolution of reported defects which result from:
(1) third-party software or hardware,
(2) any modification including Value Framework code modifications and report template modifications, made by Customer or Customer agents,
(3) the combination of the SaaS Services with another non-IFS product or products provided by Customer, or
(4) use of the SaaS Services by Customer which is not in accordance with the Documentation.

1.5.2 Any professional services or other services which may be provided in conjunction with the Support and Maintenance, including without limitation; Upgrades, work related to delivery and installation, training services, data repair or back-up (other than as specified in this policy), all of which will only be provided on separate terms agreed by Customer and IFS and on payment of applicable fees and charges.

1.6 Target response times. Support Ticket initial target response times are set out in the table below:

Priority Level	Target initial response time
1 (Critical)	4 Hours
2 (High)	8 Hours

2 DEFECTS

2.1 Incident. An identified Defect, Outage or other event impacting the performance of the SaaS Services.

2.2 Resolution. IFS will use commercially reasonable efforts to provide a Resolution to Defects submitted by Customer. A "Resolution" is a Fix, Update or other solution, circumvention or software re-start by IFS to resolve a Defect, or resolve or pre-empt an Incident. A Resolution may consist of a temporary solution, including the creation of a by-pass or workaround, to restore the affected functionality and that will apply until the Defect has been permanently resolved, it being understood that such permanent solution may only be made available in a future Release.

In order to fully characterize reported Defects, test defect resolutions and test Upgrades IFS may, from time to time, copy snapshots of the SaaS Services to IFS's development and test environments.

2.3 In all cases, target resolution times are predicated on the assumption that the reported Defects: (i) are not excluded, and (ii) are reproducible by IFS.

2.4 "Customer Induced-Issue" is an issue arising out of any of the following:

(a) Specifications, instructions or incomplete or erroneous information or input provided by Customer;
(b) Customer's use of services, hardware, software, integrations, extensions or interfaces not forming part of the SaaS Services or services;
(c) Issues caused by inadequate sizing or bandwidth in Customer's systems or delays or failures in Customer's network or on-line connectivity;
(d) The SaaS Services related to Customer's incorrect or unpermitted use or modification, excessive use, or deployment of Resolutions or new Releases in a manner not prescribed in the applicable IFS documentation or otherwise directed by IFS in writing;
(e) Breach by Customer or otherwise caused by Customer or any third party acting on its behalf;
(f) Issues caused by use beyond the applicable use levels, or a manner otherwise not permitted under the applicable terms which has not been separately approved by IFS in writing.

2.5 A "False Alarm" is a Customer-Induced Issue(s), an issue which relate(s) to content or data or issues relating to software not forming part of the SaaS Services or other elements outside IFS's reasonable control. IFS will have no responsibility for any False Alarm. Customer understands that any work performed by IFS in regards of any False Alarm may involve additional charges, whether or not the Support Ticket is successfully resolved. IFS will notify the Customer without undue delay when the relevant IFS resource realises that a Support Ticket constitutes a False Alarm.

2.6 Target resolution times. Target resolution times are specified in the table below:

"Priority Level"	Description	Target Time – Resolution or Action Plan Provided
1 (Critical)	System or Service Down. The affected Instance is offline or has severe disruptions, potentially due to security issues or applications malfunction. This hinders critical business tasks with no available workaround. This can apply to Production, Critical Non-Productive environments, deployment errors, data corruption, or critical security vulnerabilities. To qualify as P1, a skilled Customer-side resource is needed to work with IFS.	One (1) Day
2 (High)	Service Degraded for Business-Critical Function. The affected Instance experiences significant service reduction or application performance issues without causing data loss. No acceptable workaround exists. This qualifies as P2 if business critical functionality is affected, or if there are deployment errors hindering critical operations, software faults leading to data corruption, or high / medium security vulnerabilities.	Two (2) Days

Target times shall be calculated on a net-time basis, aligned to Support Hours on working days, excluding "Clock Stop Events". Where the Resolution Action entails an action plan, such action plan will include Resolution status, planned next steps with dates for actions and an indication of IFS resources, required Customer actions to support Resolution, and date / time for next and subsequent updates. Targets are not commitments.

2.7 A "Clock-Stop Event" is the elapsed time during which any of the following events persists:

(a) Waiting for the Customer to provide a necessary and requested response, input, assistance or approval.
(b) The existence of network issues or other elements outside IFS' reasonable control.
(c) Scheduled Downtime or an Excluded Incident.

2.8 An "Excluded Incident" is an Incident that is:

(a) Outside the control of IFS or the cloud platform vendor or by other elements outside the reasonable control of IFS; or
(b) Relating to Content (meaning Customer data and other data submitted to the cloud platform) or Configurations; or

(c) A Customer-Induced issue or an issue arising as a result of Customer's failure to comply with reasonable instructions regarding the use of the services.

3 RELEASES

3.1 While Customer is entitled to Support and Maintenance, Customer shall be entitled to Releases made available by IFS incorporating Resolutions to Defects and/or Enhancements to the SaaS Services. Extensions shall be included in the SaaS Services if explicitly agreed in writing.

3.2 IFS will make available a semi-annual software Releases.

3.3 If a Release contains Enhancements to the SaaS Services, those Enhancements shall be included as components of the SaaS Services at no additional cost to Customer.

3.4 If a Release contains:

(a) Enhancements to existing modules that are not included in the SaaS Services, or

(b) new modules that are not added or included in the SaaS Services, Customer shall not use such functionality unless such modules are purchased by Customer.

3.5 IFS shall only install Releases to the SaaS Services in the as agreed between IFS and Customer, including a mutually agreeable outage window to accommodate installation of the Release. It is the Customers responsibility to test Releases in advance of the Scheduled Downtime.

4 RELEASE LIFE

4.1 Releases of the SaaS Services will be supported for not more than eighteen (18) months following the Release becoming GA. Defect Resolution may require Customer to deploy a new Release.

5 UPDATED POLICY

5.1 IFS reserves the right, from time to time, to change its standard provisions in these Support Terms, provided that any change will not materially reduce the level of support and maintenance.

6 GLOSSARY OF TERMS

6.1 "Clock-Stop Event" has the meaning given above

6.2 "Configurations" means such capabilities in the SaaS Services to individually tailor the application, consisting of configurations and personalizations as offered in the standard software. Configurations excludes extensions.

6.3 "Current Release" means the latest Release offered by IFS for general commercial distribution and other currently supported Releases as designated by IFS in the applicable then current IFS policy.

6.4 "Customer-Induced Issue" has the meaning given above.

6.5 "Defect" means a software defect in the SaaS Services, which consists of a nonconformity between the unmodified software and its applicable functional specifications, which for the SaaS Services are set forth in the Software Documentation.

6.6 "Downtime" means the total number of minutes in a month during which the applicable module of the EmpowerMX Software is unavailable, measured from the time of notification from Customer that the EmpowerMX Software is unavailable, until the matter is remedied and closed in IFS's problem reporting log and is available for Customer's use and access. Downtime does not include (a) Scheduled Downtime; (b) unavailability due to maintenance requested by Customer; (c) Downtime with a duration of two minutes or less, (d) Excluded Incidents, and (e) unavailability resulting from Customer's actions, infrastructure or any other element outside of IFS's control.

6.7 "Enhancements" means a functional change made by IFS to improve or enhance the SaaS Services, e.g., to implement new capability and address legal requirements. Enhancements are compatible with the applicable Current Release designated by IFS.

6.8 "Excluded Incident" has the meaning given above.

6.9 "False Alarm" has the meaning given above.

6.10 "Fix" means a correction to a Defect or a Security Vulnerability in the SaaS Services. Fixes are compatible with the applicable Current Release designated by IFS.

6.11 "GA or General Availability" means the release to market or general availability of a Release of a SaaS Services product.

6.12 "Incident" has the meaning given above.

6.13 "Outage" means the elapsed net-resolution time during which it is not possible to log-in to the applicable environment by any user, as determined by IFS or the cloud platform vendor from automated health monitoring and system logs, due to a failure in the Cloud Platform. The duration of an Outage is measured on a net-resolution time basis from which the accumulated time for all Clock-Stop Events related to the Outage will be deducted, until the Outage has been temporarily or permanently resolved.

6.14 "Scheduled Downtime" means any period of scheduled maintenance used to perform any necessary changes, including any period scheduled by the cloud platform vendor. Scheduled Downtime comprises: (a) planned and scheduled maintenance periods as this policy; (b) Customer initiated downtime (c) where necessary, scheduled additional maintenance windows, as agreed with Customer, to implement Customer-approved changes; and (d) cloud platform maintenance operations (scheduled by the cloud platform vendor with notice provided approximately one week in advance).

6.15 "Service Restoration" means action taken by IFS to assist the Customer to bring the SaaS Services back to being available for productive use.

6.16 "Software Documentation" The reference on-line manual produced by IFS describing the function of, and provided together with, the SaaS Services. It does not include any general descriptions, collateral, training material or other materials not included in the on-line manual.

6.17 "Release" means a version of the SaaS Services designated by IFS as a "release" made GA, typically containing new functionality, a cumulative set of Fixes and Enhancements, as well as potential architectural changes.

6.18 “Resolution” has the meaning given above.

6.19 “Resolution Action” for Support Tickets, a Resolution or action plan for Resolution.

6.20 “Support Contacts” has the meaning given above.

6.21 “Support Hours” has the meaning given above.

6.22 “Support Ticket” has the meaning given above.

6.23 “Update” means a cumulative set of Fixes and Enhancements for a Release of a SaaS Services product. Updates are compatible with a specific Release of the SaaS Services as designated by IFS and released in accordance with the currently applicable IFS release schedule.

6.24 “Upgrade(s)” means an upgrade from one Release of the SaaS Services to another, which requires a project assignment separately agreed in writing between the Parties. Such a project assignment may include implementation services, migration of Customer data, and other related professional services.

PRODUCT TERMS

SAAS DESCRIPTION – SOFTEON

A. SAAS SERVICE

1. INTRODUCTION

   1.1. These Softeon SaaS ("Terms") specify the terms applicable to the Softeon SaaS ("SaaS Service" and "SaaS Software" respectively). These terms are supplemental to the Master Agreement between Customer and IFS and IFS Services Terms found at ifs.com/legal, or, for customers with a Master Agreement version 20th July 2026 or later, that Master Agreement alone.

2. TERMS

   2.1. Subject to the terms and conditions of the Agreement, and subject to full and timely payment of all fees owed for the SaaS Service, IFS hereby grants to Customer and Customer hereby accepts, a limited, non-exclusive, non-transferable right during the applicable Subscription Term to access and use the SaaS Software specified in the applicable Order Form within the SaaS Service, solely for Customer's internal business purposes and within the specific scope, parameters, and configuration(s) specified in the applicable Order Form.

   2.2. The SaaS Services are provided under two-tier model where the Subscription Fees consist of: (a) fees for access to the core platform functionality as specified in the Order Form (e.g. Fixed, Named User pricing), and (b) "Consumption-Based Fees" which are calculated by applying the tiered rate structure set forth in the Order Form to the number of Transactions consumed in excess of the Baseline Transactions threshold set forth in the Order Form. Customer acknowledges that both fee components are required and non-severable elements of the pricing structure.

3. Term

   3.1. Subject to the termination provisions within the Agreement, the rights granted shall take effect as of the Order Form Start Date and shall continue for the initial term specified in the Order Form ("Initial Term"). Renewal of the SaaS Service will be in accordance with the terms specified in the Agreement unless modified by the applicable Order Form.

4. Access

   4.1. Users. IFS will provide Customer with access credentials for the SaaS Software. Customer shall be responsible for ensuring the security and confidentiality of its access credentials and for all activity and usage associated with such credentials. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the SaaS Service. Customer shall appoint up to the number of Primary Users specified in the Order Form (or, if not specified, up to five (5) Primary Users). "Primary User" means a Named User who is authorized by Customer to communicate with IFS on matters relating to the SaaS Service, including implementation, use, support, and Professional Services. Primary Users shall serve as IFS's primary points of contact and shall provide first-level support to other Users before contacting IFS support.

   4.2. Licensing Metrics. The SaaS Service is licensed based on the Use Type and Use Level specified in the applicable Order Form (e.g., Named Users, Transactions, sites, or other metrics). "Named User" means an account provisioned for a specific employee, representative, consultant, contractor, or agent (including robots) of Customer to access the SaaS Service, as specified in the applicable Order Form. "Transactions" means transactions executed by Users in the SaaS Service during a measurement period, as recorded by IFS's usage tracking systems, as may be specified in the applicable Order Form. Customer shall monitor and maintain the correct Use Level, and promptly report to IFS any use in excess thereof. Customer agrees that it does not acquire any right to use the SaaS Service in excess of the scope or duration expressly provided hereunder.

   4.3. Transaction Measurement. "Baseline Transactions" means the monthly Transactions threshold specified in the Order Form. IFS's automated usage tracking and reporting systems shall be the sole and definitive source for calculating Transactions, and such measurements are final and binding unless Customer demonstrates a material error within ten (10) days of monthly usage reports being made available with clear and convincing evidence. Customer waives any right to dispute usage measurements after such ten (10) day period. IFS may provide Customer with monthly usage reports, upon Customer request, showing Transactions consumed, applicable rates, and Consumption-Based Fees due. Customer must notify IFS in writing of any disputed usage calculation within ten (10) days of receiving the invoice, or such usage calculations shall be deemed accepted and accurate. Undisputed Consumption-Based Fees are due and payable within thirty (30) days of date of invoice. Customer shall pay disputed amounts to IFS, subject to a right of refund upon resolution in Customer's favor, with Customer remaining obligated to pay all undisputed portions.

5. Fees

   5.1. Fee Metrics. Subscription fees are non-cancellable and, except as otherwise specified herein, fees paid are non-refundable. The quantity of subscriptions purchased cannot be decreased during the applicable Subscription Term. Fees for additional subscriptions added during a Subscription Term will be prorated in the year of increase to the next anniversary.

   5.2. Billing. Customer shall pay the Subscription Fees pursuant to payment terms as specified in the applicable Order Form. Unless otherwise stated in the Order Form, Subscription Fees are payable annually in advance. At each anniversary of the Order Form Start Date, IFS may increase the Subscription fees no more than once in accordance with indexation provisions of the Order Form.

5.3. Termination Fees. Where the Agreement is terminated by IFS for Customer's breach according to the terms of the Agreement, (a) any pre-paid Subscription Fees for the then-current Subscription Term will not be refunded, and (b) any unpaid Subscription Fees for the remainder of the contracted Subscription Term will be invoiced immediately and payable. Where the Agreement is terminated by Customer due to a material breach by IFS that remains uncured in accordance with the Agreement, Customer shall be entitled to a pro rata refund of any prepaid Subscription Fees that relate to the remainder of the Subscription Term.

5.4. Annual True-Up Reconciliation. Within thirty (30) days following each annual anniversary of the Order Form Start Date, IFS shall perform a comprehensive true-up reconciliation of all Transactions consumed during the prior twelve (12) months against all Consumption-Based Fees paid, and of any other applicable stated licensing metrics. Customer shall pay any underpayment identified in the true-up within fifteen (15) days of receiving IFS's reconciliation invoice. Further, should Customer's Consumption-Based Fees be more than fifteen (15) percent over the Baseline Transactions, Customer's Baseline Transactions for the following year shall be adjusted upwards and a new invoice issued to reflect the then current pricing.

6. Service Level Agreement

6.1. Beginning ninety (90) days after the SaaS Service start date, and subject to the exclusions and limitations set forth herein and Customer's compliance with its obligations hereunder, IFS targets to provide the SaaS Service with a Monthly Uptime Percentage of greater than ninety-nine percent (99.0%). "At Risk Amount" means for any month during the Subscription Term, five percent (5%) of the Subscription Fees charged to Customer for the applicable month for which the Service Level was not met.

6.2. "Downtime" means, subject to the exclusions in this section, the total number of minutes during a calendar month in which the SaaS Service is materially unavailable for access by Customer, as measured at the point of access and determined by IFS. Downtime does not include: (a) Scheduled Downtime, being regularly scheduled maintenance performed between the hours of midnight and 6:00 a.m. Eastern Time on Sundays, or during such other times as may be mutually agreed upon by the parties; (b) unavailability due to maintenance requested by Customer; (c) Downtime with a duration of two (2) minutes or less; (d) unavailability due to limitations described in Customer obligations; (e) unavailability resulting from Customer's actions, infrastructure, internet connectivity, or any other element outside of IFS's reasonable control; (f) Force Majeure Events; (g) internet outages, electrical outages, telecommunication outages, cyber-attacks, denial of service attacks, hacking attempts, or environmental conditions affecting connectivity; (h) downtime caused by emergency maintenance to address a serious unforeseen security or performance need; or (i) pre-release, beta, or trial use of the SaaS Service. "Monthly Uptime Percentage" means the result obtained from the following formula: (TM - D) ÷ (TM), where TM is the total number of minutes in a calendar month and D is the Downtime in the same calendar month.

6.3. If IFS fails to meet the Monthly Uptime Percentage target for the SaaS Service in any full calendar month, IFS shall provide Customer with service level credits equal to the following percentage of the At Risk Amount, to be applied against the next month's Subscription Fees for the affected modules:

- >95% and <99% = 2% of the At Risk Amount;
- ≤95% = 5% of the At Risk Amount.

IFS performs backups of SaaS Service data following industry standard practices. IFS will save the last seven (7) nightly database backups on a secure transfer server from which data can be retrieved if needed for restoration. If IFS is unable to restore data due to a failure to backup and save such data in accordance with this section, Customer shall be entitled to a service level credit of $500 per event, subject to a limit of 30% of the At Risk Amount for the affected SaaS Service for any calendar month.

The above service level credits constitute Customer's sole and exclusive remedy, and IFS's entire liability, for any availability or back-up issues as described above. The maximum total credit for any calendar month shall not exceed thirty percent (30%) of Customer's monthly Subscription Fees for the affected SaaS Service. Credits that would be available but for this limitation will not be carried forward to future months. Credits must be requested in writing via the Support process no later than seven (7) days following the occurrence of the event giving rise to the credit. Customer is not entitled to a credit if it is in breach of the Agreement (including its payment obligations) at the time of the occurrence of the event giving rise to the credit.

7. Warranty and Warranty Restrictions

7.1. Subject to this section, IFS warrants that the SaaS Software will substantially conform to the functional specifications contained in the Documentation. IFS does not warrant that the SaaS Software will operate uninterrupted, or that it will be free from minor defects or errors that do not materially affect its performance, or that the applications and functionality contained in the SaaS Software are designed to meet all of Customer's business requirements. Customer's exclusive remedy and IFS's exclusive liability for any breach of the warranty made in this section will be IFS's redelivery of the SaaS Software within a reasonable period of time after IFS's receipt of Customer's written notice.

7.2. The warranty set forth above shall not apply if: (i) the SaaS Software is not used in accordance with the Documentation, (ii) the performance failure of the SaaS Software is attributable in substantial part to Customer materially deviating from the operating instructions specified by IFS for Customer's use of the SaaS Software; (iii) Customer or another party (other than IFS) has modified the SaaS Software, (iv) a defect is caused by inaccurate or improper Customer Data and/or Content, third-party software that is not embedded in the SaaS Software in the Documentation, or a third-party database, or (v) the performance failure of the SaaS Software is attributable in any way to the combination of the SaaS Software with another non-IFS product or products .

7.3. THE WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS. EXCEPT AS PROVIDED IN THIS SECTION, IFS MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SAAS SOFTWARE OR SERVICES. IFS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CUSTOMER WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SAAS SOFTWARE.

B. SUPPORT SERVICES – SUPPORT TERMS

1. IFS will provide Support Services for the SaaS Service subject to the applicable SaaS Support terms and Support Policy as published by IFS on www.ifs.com/legal and payment by the Customer of the applicable fees. Support response targets are set forth therein, subject to the exclusions applicable to Downtime and Customer's compliance with error reporting requirements.

C. SECURITY

1. With respect to the SaaS Service, IFS will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Content. IFS maintains SOC 1 and SOC 2 compliance and will ensure any third-party hosting provider maintains current SOC 1, SOC 2, SOC 3 certifications (SSAE 18), and ISO/IEC 27001 or comparable independent assessments. IFS will provide appropriate documentation upon request to confirm these certifications.
2. Customer shall (a) use reasonable security precautions for Customer's own IT assets that may be used in connection with its use of the Services, e.g. maintain up-to-date virus scanning and operating system security patches and firewall protection; and (b) require each user to use reasonable security precautions. In addition, Customer shall use all reasonable efforts not to take any action or install any software that may preclude or impair IFS's ability to access or administer its network or provide the SaaS Services.

PRODUCT TERMS

IFS CUSTOMER ENGAGEMENT 6 TERMS

INTRODUCTION

These IFS Customer Engagement 6 terms ("Terms") specify terms applicable to the IFS Customer Engagement 6 service for portal and contact center ("CE"). These terms are supplemental to the Master Agreement between Customer and IFS and IFS Services Terms found at ifs.com/legal, or, for customers with a Master Agreement version 20th July 2026 or later, that Master Agreement alone.

1. TERMS

SERVICE DESCRIPTION

CE services as specified in the applicable Order Form ("CE Service").

AVAILABILITY, DOWNTIME & SERVICE CREDITS

The belowsets forth the applicable availability, downtime and service credits applicable to the CE Service.

SERVICE AVAILABILITY

The availability of the CE Service production environment is targeted to be 99.50% uptime percentage ("Availability").

"Availability" means such times where CE Service is available, i.e. not being subject to an Outage. The % availability calculation formula, measured over the relevant calendar month, is as follows (where "A" = Availability, "T" = the total hours in the relevant calendar month (calculated in minutes), "O" = Sum of Outages): A = (T – O) x 100% / T.

"Clock-Stop Events" means elapsed time (a) during Scheduled Downtime (b) waiting for necessary and requested response, input, assistance or approval from the Customer upon which IFS' performance depends, and/or (d) during which an Excluded Incident exists.

"Customer-Induced issue" means issues arising out of (a) specifications, instructions or input provided by Customer; (b) Customer's use of services, hardware, software, integrations, extensions or interfaces not forming part of the CE Service (c) issues caused by inadequate bandwidth in Customer's systems or delays or failures in Customer's network or on-line connectivity; (d) issues caused by incorrect or unpermitted use by Customer of the, or use beyond the applicable Use Level, or a manner otherwise not permitted under the AUP; or (e) breach by Customer of the Agreement or otherwise caused by Customer.

"Excluded Incidents" means (a) network issues outside the control of IFS or by other elements outside the reasonable control of IFS; (b) issues caused by any force majeure event; (c) issues relating to or caused by Content or configurations; (c) Customer-Induced issues or issues arising as a result of Customer's failure to comply with reasonable instructions regarding the use of the CE Service; or (d) Incidents as a result of the CE Service being in a non-current state for reasons not attributable to IFS.

"Outage" means the elapsed net-resolution time during which it is not possible to log-in to the CE Service due to a failure in the CE Service. The duration of an Outage is measured on a net-resolution time basis from which the accumulated time for all Clock-Stop Events related to the Outage will be deducted, until the Outage has been temporarily or permanently resolved.

"Scheduled Downtime" means: (a) Scheduled Downtime Windows; (b) where necessary, scheduled additional maintenance windows, as agreed with Customer; and (c) emergency downtime as described in Downtime section below.

SERVICE CREDITS

In the event the Availability target is not achieved during any calendar month, the Customer is entitled to a service credit as specified below ("Availability Service Credit"). Any cumulative Availability Service Credits will be applied quarterly as a reduction to the Customer's next invoice. The Availability Service Credit shall be:

Between 0.5% and 1% below Availability target: 5% of monthly CE Service fees;

Between 1% and 5% below Availability target: 15.00% of monthly CE Service fees;

and More than 5% below Availability target 25% of monthly CE Service fees.

Total Availability Service Credits per calendar month may not, in the aggregate, exceed the amount corresponding to one month's fees for the CE Service hereunder.

Any claim for an Availability Service Credit shall be reported as a Case in the IFS case management portal, accompanied with a detailed written description of the applicable Outage to which it relates. Such a Case shall be raised within thirty (30) days of the end of the calendar month in which the Outage to which the claim relates occurred. Customer must be in compliance with the AUP to make such a claim. IFS will evaluate all information reasonably available to it and make a good faith determination of whether an Availability Service Credit is owed and will use commercially reasonable efforts to process claims within thirty (30) days of receipt.

If the Availability target is not achieved during any consecutive three (3) calendar months in any contract year in any contract year and for which the Customer was entitled to a Availability Service Credit ("Availability Failure"), the Customer may terminate the CE Service on providing at least five (5) days and no more than ninety (90) days written notice to IFS, provided such notice is received by IFS within thirty (30) days of determining such Availability Failure occurred. In the event of termination pursuant to this section, Customer will be provided with a pro-rata refund of any fees paid for the CE Service which relates to periods after the date of termination. Customer acknowledges that the Availability target is not warranted. Any Availability Service Credits due to the Customer and the remedies for Availability Failure shall be the Customer's sole remedy with respect to any failure by IFS to meet the applicable Availability target.

Customer may not unilaterally offset any fees for any performance or other issues. For the avoidance of doubt: (a) the Availability targets described herein are not part of or related to any other service level agreement or target as may be applicable between the Parties e.g. for Support Services; and (b) Availability Service Credits cannot be claimed for Outages constituting or resulting from Excluded Incidents.

DOWNTIME

The Scheduled Downtime Windows are as per the windows for IFS Cloud Services in the Planned Maintenance Policy found at https://www.ifs.com/legal.

CE SERVICE SUPPORT SERVICES – SUPPORT TERMS

IFS will provide Support Services subject to the applicable support terms and payment by the Customer of the applicable fees. The support terms applicable to the CE Service are the IFS Cloud Support Terms subject to the changes specified below:

- Releases and Updates of CE Service application will be made automatically. OTHER TERMS
- Back-ups:

IFS will make back-ups of the Content daily every 15 minutes and retain such back-ups for a rolling seven (7) day period.

- Offboarding:

A copy of the production database will be retained for a maximum* of thirty (30) days at the end of the Subscription Term, the Customer may request return of Content within such period. At the end of this period, the copy of the Content will be expunged from IFS' systems and backups. Expunging Content is irreversible.

*IFS reserves the right to delete the retained production database if Customer confirms it has completed the downloads of the production database prior to the specified maximum thirty (30) day period.

- Data Limits:

Database and storage account size limits may apply based on standard limitations applied by the data centre provider.

Only twelve (12) months of Content is included in the standard fees for the CE Service. Any additional requirements may be subject to an additional charge.

2. TELEPHONY

Customer is responsible for selecting its telephony mechanism. Customer understands that IFS may pass through telephony services, in such case such services are on an "as is" basis and according to the provider terms which may be included in the IFS Product Terms.

3. SECURITY

IFS will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Content stored in the CE Service. The security practices are in line with the IFS Information Security Management Documentation found at https://www.ifs.com/about/trust-center but it is made available as a multi-tenant service.

Customer shall (a) use reasonable security precautions for Customer's own IT assets that may be used in connection with its use of the CE Service, e.g. maintain up-to-date virus scanning and operating system security patches and firewall protection; and (b) require each user to use reasonable security precautions. In addition, Customer shall use all reasonable efforts not to take any action or install any software that may preclude or impair IFS's ability to access or administer its network or provide the CE Service.

4. WARRANTY AND WARRANTY REMEDY

IFS warrants that Support Services will be performed in a professional manner by qualified personnel.

IFS warrants that the CE Service will perform materially in accordance with the Documentation during the Subscription Term. If IFS has breached this warranty Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to use all reasonable efforts consistent with industry standards to cure the defect so that it materially complies with the Documentation. "Documentation" means the reference on-line or off-line manual produced by IFS describing the function of, and provided together with, the CE Service. It does not include any general descriptions, collateral, training material or other materials not included in the on-line manual.

Warranty remedies are conditioned upon (a) any error or defect complained of is reasonably reproducible by IFS, (b) the SaaS Service not having been modified and is being used in accordance with the Documentation, (c) the breach not being attributable in whole or in part to any non-IFS product(s) or service(s) including third-party software or relating to any Content stored or used by Customer in conjunction with the CE Service;
(d) the breach not being attributable to Customer's breach of the AUP; and (e) the breach not otherwise being attributable to Customer or any third party acting on its behalf, including without limitation Customer's incorrect or unpermitted modification, configuration or use of the CE Service.

5. AUP

Customer will comply with the Acceptable Use Policy (AUP) found at www.ifs.com/legal and IFS may exercise its rights stated in the AUP in connection with the CE Service.

PRODUCT TERMS

IFS SELF-SERVICE PORTALS TERMS

A. INTRODUCTION

These IFS Self-Service Portals terms ("Terms") specify the terms applicable to IFS Self-Service Portals. These terms are supplemental to the Master Agreement between Customer and IFS and IFS Services Terms found at ifs.com/legal, or, for customers with a Master Agreement version 20th July 2026 or later, that Master Agreement alone.

B. TERMS

a. IFS Self-Service Portals SaaS subscription service grants access to and use of the IFS Self-Service Portals Platform and the IFS Portals Studio, including access to new Apps made available by IFS from time to time on the IFS Self-Service Portals Platform, but excludes any form of delivery of messages, Customer must bring its own carrier. Access to and use of IFS Self-Service Portals is limited by the Use Level specified in the Order Form.

b. The features, performance parameters, and consumption expectations for each App available within IFS Self-Service Portals is described in detail in the relevant Documentation. IFS may modify or discontinue offering or introduce new Apps from time to time.

c. Support. IFS will provide Support Services for IFS Self-Service Portals subject to the applicable support terms and payment by the Customer of the applicable fees. IFS provides support for the IFS Self-Service Portals Platform and APIs but does not provide support for the functionality or behaviour of Customer-Built Apps. The support terms applicable to the IFS Self-Service Portals are the IFS Support Terms (Cloud Support) found at https://www.ifs.com/en/legal#LegalTerms, except that Releases and Updates of IFS Self-Service Portals will be made automatically.

d. Back-ups. IFS will make back-ups of the Content in accordance with reasonable industry standards.

e. Data Limits. Database and storage account size limits may apply based on standard limitations applied by the datacentre provider.

C. IFS SELF-SERVICE PORTALS SUBSCRIPTION TERMS

a. **Relationship to other Products**

i. Where a IFS Self-Service Portals operation results in access to Oracle-backed IFS Cloud data, Oracle ASFU licensing requirements apply in addition to the IFS Self-Service Portals subscription purchase. IFS Self-Service Portals Use Level and fees for such subscription does not replace Oracle user licensing obligations.

b. **Use Levels and Commercial Terms**

i. The IFS Self-Service Portals subscription is subject to the Use Level specified in the applicable Order Form. Where the Use Type is Transactions, Transactions volumes Use Level are per year on a use it or lose it basis. Transactions are consumed each time a user take actions within IFS Self-Service Portals.

ii. Transaction volumes and usage. The number of Transactions stated in the Order Form is based on Customer expected usage and need. Transactions usage and consumption is a contractual limitation, and Customer will be required to manage its usage within the Use Level. IFS may notify Customer when approaching or exceeding usage thresholds. Customer must purchase additional Transactions for access and use beyond the applicable Transactions Use Level.

iii. Top Up Transactions. Customer may purchase additional Transactions in-year for the IFS Self-Service Portals, the quantity of which shall be calculated on a pro-rated basis ("Top Up Transactions"). Any purchased Top Up Transactions will be valid only for the contract year in which they are purchased and will expire at the next applicable anniversary of the Start Date of the Order Form. For clarity, purchase of Top Up Transaction is in addition to any Transactions Customer is entitled to annually as per the applicable Order Form, as may be increased by the purchase of additional Transactions for use across the Subscription Term (not being Top Up Tokens for in year requirements) which Transactions will be allocated across the remainder of the Subscription Term.

iv. Term. The IFS Self-Service Portals subscription will commence on the date specified in the applicable Order Form and continue in force for the initial Subscription Term specified therein. On expiry of the initial Subscription Term, the IFS Self-Service Portals subscription will terminate unless renewed by the Parties in writing.

c. **Permitted Use and Audience Limitations**

i. IFS Self-Service Portals is intended to allow Customer to make Apps available solely for external users either by way of one-time access (secure link or one time password) or by granting such external users a user accounts. Such user with a user account will be MAU's, MAU's consume Transactions, such Transactions are consumed at a different rate to those external users who are granted one-time access.

ii. Apps must not be used, and Customer will ensure it is not, to obtain access to IFS Cloud functionality or to bypass usage restrictions of IFS software or other third party software. Customer and Customer Affiliate internal users must access and pay for IFS software (including IFS Cloud) and other software through the applicable licensing methods, including without limitation user and other mechanisms.

iii. Customer will not configure IFS Self-Service Portals to provide its internal users with capabilities that are substantially equivalent to IFS Cloud Named User access (including via SSO relays, generic accounts, or UI overlays). If permissions are expanded beyond the Pre-Defined Scope, Customer is required to purchase applicable licenses and rights for the intended usage.

iv. Named Users configured in IFS Cloud for the sole purpose of using IFS Self-Service Portals must only use Apps, and all use must be limited to executing Apps in IFS Self-Services Portals within the Pre-Defined Scope of such App. Such Named Users may be full users or limited task users (LTU's) depending on the App requirements, all such Named Users will require appropriate Oracle ASFU licenses (whether such users are active users in a given month or not).

v. Without requiring a full user (where LTU's are sufficient for the App), Customer may perform minor IFS Self-Service Portals permission-set customizations that do not expand functional scope, such as: (i) adding fields or UI personalization's; (ii) adding read-only access to supporting objects; and (iii) workflow tweaks that do not enable new operational Transactions. Other adjustments require a full user Oracle ASFU licence.

vi. No multiplexing/circumvention. Customer must not and will not use IFS Self-Service Portals (including through Robotic Process Automation (RPA), headless scripts, API proxies, shared logins, or any identity abstraction) to aggregate, pool, mask, or funnel access for internal users to attempt to bypass use restrictions including the requirement for MAU's, and specifically in a way that reduces the number of IFS Cloud user licenses or Oracle AFSU user licenses that would otherwise be required.

D. IFS PORTAL STUDIO

a. Customers may use IFS Portal Studio as part of its IFS Self-Service Portals subscription only as described in these Terms.

b. Customer is responsible for its use of IFS Self-Service Portals which must conform to, be compliant with and be used in compliance with the IFS AUP found at http://www.ifs.com/legal.

c. IFS retains all right, title and interest in and to the IFS Self-Service Portals Platform and underlying proprietary materials, including without limitation, the user interface, frameworks and projections.

d. Customer may create Customer Built Apps using IFS Portal Studio. IFS do not claim ownership rights in any Customer Built Apps, excluding any IFS proprietary materials incorporated therein. To the extent Customer Built Apps include IFS proprietary materials, Customer is granted a non-exclusive right to use such materials solely as part of its subscription to IFS Self-Service Portals.

e. Customer may create Customized Apps using IFS Portal Studio. IFS retains all right, title and interest in such Customized App and Customer transfers and assigns such rights to IFS on creation. Customer is granted a non-exclusive right to use such materials solely as part of its subscription to IFS Self-Service Portals.

E. SECURITY

a. IFS will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of any Content stored in IFS Self-Service Portals. The security practices are in line with the IFS Information Security Management Documentation found at https://www.ifs.com/about/trust-center but it is made available as a multi-tenant service.

b. Customer shall (a) use reasonable security precautions for Customer's own IT assets that may be used in connection with its use of IFS Self-Service Portals e.g. maintain up-to-date virus scanning and operating system security patches and firewall protection; and (b) require each user to use reasonable security precautions. In addition, Customer shall use all reasonable efforts not to take any action or install any software that may preclude or impair IFS's ability to access or administer its network or provide IFS-Self Service Portals.

F. WARRANTY AND WARRANTY REMEDY

a. IFS warrants that Support Services will be performed in a professional manner by qualified personnel.

b. IFS warrants that IFS Self-Service Portals software will perform materially in accordance with the Documentation during the Subscription Term. If IFS has breached this warranty Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to use all reasonable efforts consistent with industry standards to cure the defect so that it materially complies with the Documentation. This does not replace additional or alternative remedies which are required by law according to the governing law of the Agreement, which rights and remedies will be as stated in and limited by the other terms of the Agreement.

c. Warranty remedies are conditioned upon (a) any error or defect complained of is reasonably reproducible by IFS, (b) the IFS Self-Service Portals software not having been modified and is being used in accordance with the Documentation, (c) the breach not being attributable in whole or in part to: (i) any non-IFS product(s) or service(s) and third-party software, or (ii) Content stored or used by Customer in conjunction with IFS Self-Service Portals, or (iii) Customer Built Apps or Customized Apps; (d) the breach not being attributable to Customer's breach of the AUP; and (e) the breach not otherwise being attributable to Customer or any third party acting on its behalf, including without limitation Customer's incorrect or unpermitted modification, configuration or use of IFS Self-Service Portals.

G. DEFINITIONS

a. **"App" "Portal" or "Template"** means: (i) a prebuilt template or application provided by IFS and made available on the IFS Self-Service Portals Platform; or (ii) a template or application configured or instantiated by Customer using IFS Portal Studio, in each case for use within the functionality made available under the applicable IFS Self-Service Portals subscription (known as "**Customized App**"); or (iii) a template or application created by Customer using the functionality made available under the applicable IFS Self-Service Portals subscription (known as "**Customer Built App**").

b. "**Customer-Built Apps**" has the meaning given to it in the definition of Portal, App or Template.

c. "**Customized App**" has the meaning given to it in the definition of Portal, App or Template.

d. **"IFS Portal Studio"** means the web-based design and configuration capability included within the IFS Self-Service Portals Platform that enables Customers to: (i) Consume and deploy IFS-provided Portal Templates and Apps; and create, configure, extend, or customise Apps using the designer functionality.

e. "**IFS Self-Service Portals Platform**" means the multitenant platform on which the IFS Self Service Portals is hosted and delivered as a cloud-based service, enabling Customers to access and use Apps.

f. "**Monthly Active User (MAU)".** A natural person who authenticates to the Software during a calendar month to perform actions within a pre-defined Software scope.

g. "**Permission Set**". The collection of pre-defined privileges, access rules and UI elements that determine what a user can view or do. A Permission Set is always pre-defined and limits the functional scope to specific Software capabilities.

h. "**Pre-Defined Scope**". A restricted set of functions and data objects specified by IFS for Software or software features and enforced through Permission Sets and user interface. "**Transaction**" means a unit of value that represents a specific activity or service utilized by the Customer when accessing and using the Software.

i. "**Transaction**" means a unit of value that represents a specific activity or service utilized by the Customer when accessing and using the Software.

IFS ZERO SUBSCRIPTION TERMS

A. INTRODUCTION

These IFS Zero Subscription terms ("Terms") specify the terms applicable to the IFS Zero subscription services. These terms are supplemental to the Master Agreement between Customer and IFS and IFS Services Terms found at ifs.com/legal, or, for customers with a Master Agreement version 20th July 2026 or later, that Master Agreement alone.

B. TERMS

1. IFS Zero Subscription

1.1. IFS Zero is a SaaS subscription service (the "Subscription") and permits Customer to access and use IFS Zero solely for the Customer's internal business operations and is subject to the terms of Agreement, including these Terms, and the applicable Order Form.

1.2. IFS Zero enables the Customer to calculate and manage its greenhouse gas ("GHG") emissions, including:

(a) Scope 1

(b) Scope 2

(c) Selected Scope 3 categories, as enabled in the module

1.3. The Customer may upload or connect Input Data for emissions calculations. The Customer remains fully responsible for:

(a) the accuracy, completeness, and quality of all Input Data

(b) verifying and validating all calculated Outputs (including Scope 1, 2, and Scope 3 results)

(c) ensuring Outputs meet its own compliance, reporting, or decision-making requirements

1.4. Input Data, Outputs and associated metadata may be stored in IFS Zero during the subscription term of the Order Form. Platform log data may be retained for up to one hundred eighty (180) days or, where applicable to the relevant log type or service configuration, up to twelve (12) months, notwithstanding any expiration or termination of the Subscription.

2. Entitlements

2.1. IFS makes available the Subscription, which grants access to the IFS Zero SaaS and entitlements based on the band purchased, as detailed in the table below. The relevant band is set out in the applicable Order Form.

Band	Weighted Operational Footprint	Emission Sources Tracked	Suppliers Tracked	Storage Capacity	Manual Data Upload (Annual)
Band 1	Up to 50 Weighted Sites	Up to 1,250 Emission Sources	Up to 5,000 Suppliers	Up to 100 GB	Up to 1,000 files
Band 2	Up to 100 Weighted Sites	Up to 2,500 Emission Sources	Up to 10,000 Suppliers	Up to 500 GB	Up to 5,000 files
Band 3	Up to 500 Weighted Sites	Up to 12,500 Emission Sources	Up to 50,000 Suppliers	Up to 2,500 GB	Up to 10,000 files
Band 4	Up to 1,000 Weighted Sites	Up to 25,000	Up to 100,000 Suppliers	Up to 5,000 GB	Up to 20,000 files

2.2. Entitlement usage and consumption is a contractual limitation, and Customer will be required to manage its usage within the Use Level. IFS may notify Customer when approaching or exceeding entitlement thresholds. If Customer exceeds its entitlement, Customer understands they are expected to purchase additional entitlement or upgrade its current IFS Zero Subscription to a different band. Customer understands that access to IFS Zero SaaS may cease until such time that Customer purchases additional entitlement.

2.3. All entitlements are made available annually, on a use it or lose it basis.

3. Required Third-Party Terms and Conditions

3.1 Mandatory Climatiq Terms. IFS Zero uses a third-party emission-factor service. Accordingly, the Customer acknowledges and agrees to the Climatiq terms, and that usage is subject to the terms in the International Energy Agency (IEA) flow-down conditions, available at: http://climatiq.io/partner-terms. The Customer agrees to be bound by these third-party terms as part of its use of IFS Zero.

3.2. Customer Obligations. Customer will not use (or permit others to use) Climatiq Data for any purpose other than to use the output data for its internal emissions calculations and reporting. For clarity Customer will not use Climatiq Data to train Artificial Intelligence technologies to generate output, including, without limitation, technologies that can generate carbon dioxide emission calculations by mapping Business Activity Data to emission factors.

3.3. Autopilot

3.3.1. Autopilot accepts Business Activity Data as input, and provides as output, without limitation (a) a matching emission factor or set of emission factors, (b) emissions calculations, and/or (c) related benchmarks. Autopilot does not produce free text output in the manner of a chatbot or generate any content derived from Training Data. For clarity, Autopilot is designed to produce the best match emission factor from the Business Activity Data, and performs a classification based on this match. Customer acknowledges that Autopilot uses Machine Learning techniques, and that Business Activity Data will be used as input to proprietary Machine Learning models to provide better emission factor classification, but ownership of such Business Activity Data remains with the Customer or its licensors, and that outputs and suggestions provided are a result of the use of such models.

3.3.2. Customer acknowledges that outputs and suggestions are generated as a non-exclusive response to Business Activity Data input into Autopilot, so the same or similar outputs or suggestions can also be generated for other customers, based on their inputs or context of their use of such products. For the avoidance of doubt, such outputs and suggestions are based on such third party's own business activity data and not Business Activity Data (subject to the Training Data license set forth below).

3.3.3. Customer acknowledges that Climatiq may use Training Data as an input to third party AI Private Models such as those provided by Open AI, Google or others, for the purpose of annotating, embellishing or enhancing the Training Data with the sole purpose of improving Autopilot results, provided that Training Data is de-identified and anonymized prior to such use in 3rd party tools, and used only to improve the relevant Private Model. This Training Data may only be derived from Business Activity Data shared through Customer's usage of the Autopilot. Business Data shared through other features may not be used for generating Training Data or for training any AI Models.

3.3.4. Customer grants to IFS such that IFS may grant to Climatiq a royalty-free, non-exclusive, right and license to access, copy, modify, transmit, display, use, and store Business Activity Data for the purpose of creating Training Data to improve Autopilot, to the benefit of both Customer and other Autopilot customers and users who use the Autopilot feature.

3.3.5. Customer acknowledges that when Training Data is run through the SaaS and Models, the Training Data trains, validates and improves the artificial intelligence models which are part of Autopilot. Any such Machine Learning cannot be "unlearned" even if the Training Data is deleted.

4. Fees and Term

4.1. The Subscription will commence on the start date specified in the applicable Order Form and continue for the initial Subscription Term stated therein. On expiry of the initial Subscription Term, the Order Form and the Subscription will terminate unless renewed by written agreement of the Parties.

4.2. Fees for Subscription includes access to the IFS Zero SaaS and the entitlements as listed in the applicable Order Form. Unless otherwise stated on such Order Form, fees for the Subscription, are payable in advance of the applicable period to which they relate, the first being due on the Order Form start date. Fees are subject to any indexation provisions set forth in the Order Form.

5. Support Terms

5.1. IFS will provide Support Services for the IFS Zero SaaS based on level of support purchased.

5.2. Support Services shall be available for the IFS Zero SaaS during the applicable Subscription Term specified in the relevant Order Form.

6. General Terms

6.1. These Product Terms form part of the Agreement and are subject to the AI Terms available at https://www.ifs.com/legal.

7. Onboarding and Deployment

7.1. The Customer acknowledges that access to the IFS Zero SaaS may take approximately ten (10) business days from Order Form signature to initially set up and that use of the IFS Zero SaaS is always subject to system requirements.

7.2. Customer shall follow the onboarding processes and procedures specified by IFS to enable access to the IFS Zero SaaS.

8. Definitions

8.1 “Input Data” means Customer-provided activity data used for emissions calculations

8.2. “Outputs” means emission calculation results generated by IFS Zero

8.3. “Artificial Intelligence” means computer technology, including Machine Learning, with the ability to simulate human intelligence to: (i) analyze data and statistics to reach conclusions about it, find patterns, and predict future behavior; and/or (ii) learn from data and statistics and adapt to perform certain tasks better over time.

8.4. “Business Activity Data” means all data and all content submitted by Customer using IFS Zero, including all intellectual property rights embodied in such data or content.

8.5. “Climatiq Data” means the emission factors and associated metadata, as provided by Climatiq at https://climatiq.io/data

8.6. “Machine Learning” means an Artificial Intelligence technique that can be used to design and train algorithms to learn and adapt from and act on data and statistics without human supervision or following explicit instructions.

8.7. “Private Model” means an Artificial Intelligence model developed and operated by a third-party such as Google, OpenAI or similar and is exclusively made available to Climatiq; any Training Data and model improvements to such model shall not be used outside this model and will not be made available to any other users of the third-party operating the model.

8.8. “Training Data” means text data which is derived from Business Activity Data, and which has been minimized, de-identified such that the Customer cannot be identified, anonymized, and aggregated with data from other customers and sources.

8.9. “GHG” means greenhouse gas emissions which are classified into three scopes: Scope 1, Scope 2 and Scope 3. This terminology was introduced in the Greenhouse Gas Protocol (GHG Protocol) which sets the standards for the calculation of GHG emissions.

8.10. “Scope 1” means direct GHG emissions occurring from sources that are owned or controlled by the company, for example, emissions from combustion in owned or controlled boilers, furnaces, vehicles, etc. This is as defined by the Greehouse Gas Protocol (GHG Protocol) framework.

8.11. “Scope 2" means GHG emissions from the generation of purchased electricity consumed by the company. Purchased electricity is defined as electricity that is purchased or otherwise brought into the organizational boundary of the company. Scope 2 emissions physically occur at the facility where electricity is generated. This is as defined by the Greehouse Gas Protocol (GHG Protocol) framework.

8.12. “Scope 3” means other indirect GHG emissions that are a consequence of the activities of the company, but occur from sources not owned or controlled by the company. Some examples of Scope 3 activities are extraction and production of purchased materials; transportation of purchased fuels; and use of sold products and services. This is as defined by the Greehouse Gas Protocol (GHG Protocol) framework.

8.13. “Weighted Operational Footprint” means the aggregate measure of the Customer’s operational scope within IFS Zero, calculated as the sum of the Weighting Factors assigned to each Site registered SaaS. The Weighted Operational Footprint determines the Customer’s consumption against its Weighted Site Entitlement as specified in the applicable Order Form.

8.14. “Weighted Site” means one (1) unit of the Weighted Operational Footprint. A single Site consumes a number of Weighted Sites equal to the Weighting Factor applicable to its assigned Site Complexity Category.

8.15. “Site Complexity Category” means the classification assigned to each Site registered in IFS Zero, which determines the Weighting Factor applied to that Site for the purposes of calculating the Weighted Operational Footprint. The available Site Complexity Categories are: (i) complex industrial (Weighting Factor 3.0); standard industrial (Weighting Factor 2.0); standard commercial (Weighting Factor 1.0); and lightweight / passive (Weighting Factor 0.5). The Site Complexity Category is defined based on the number Emission Sources Tracked attached to it: (i) complex industrial (up to 100 Emission Sources Tracked); standard industrial (up to 50 Emission Sources Tracked); standard commercial (up to 25 Emission Sources Tracked); and lightweight / passive (up to 5 Emission Sources Tracked).

8.16. “Weighting Factor” means the numerical multiplier associated with a Site Complexity Category, used to convert a Site into its equivalent number of Weighted Sites for the purposes of the Weighted Operational Footprint calculation.

8.17. “Emission Sources Tracked” means the total number of discrete emission data streams actively monitored and recorded within IFS Zero at any point during a Subscription year. An Emission Source Tracked is a single, identifiable source of greenhouse gas emissions or energy consumption data associated with a Site. Each uniquely configured data stream constitutes one (1) Emission Source Tracked, regardless of the frequency at which data is recorded or the method of data ingestion.

8.18. “Suppliers Tracked” means the total number of distinct third-party supplier entities for which the Customer has submitted or connected procurement, spend or activity data into IFS Zero for the purposes of Scope 3 emissions calculation during a Subscription Year. Each unique supplier entity, as identified by a distinct supplier identifier or name within the SaaS, constitutes one (1) Supplier Tracked. For the avoidance of doubt, multiple transactions, purchase orders, or invoice lines attributed to the same supplier entity shall count as one (1) Supplier Tracked.

8.19. “Storage Capacity” means the maximum volume of Input Data, Outputs, and associated metadata that may be stored within the IFS Zero SaaS at any time during the Subscription Term, expressed in gigabytes (GB) as specified in the applicable Order Form. Storage Capacity includes, without limitation, uploaded data files, calculated emission records, audit trail data and system-generated reports, but excludes platform log data that may be retained for up to one hundred eighty (180) days or, where applicable to the relevant log type or service configuration, up to twelve (12) months notwithstanding any expiration or termination of the Subscription. IFS may compress or optimise stored data for operational efficiency, provided that such compression does not materially affect the Customer’s ability to access or retrieve its data.

8.20. “Manual Data Uploads” means each individual file upload (including but not limited to Excel, CSV or other supported file formats) submitted by the Customer or its authorised users during a Subscription year. Each discrete file submission constitutes one (1) Manual Data Upload, regardless of the number of data records contained within the file. For the avoidance of doubt, data ingested via automated integrations (including IFS Cloud OData synchronisation) does not count towards the Manual Data Upload Entitlement. Manual Data Uploads are further limited to the equivalent of 100 MB per uploaded file.

8.21. “Site” means a physical location registered within IFS Zero at which emissions-generating activities occur or are attributed to.

PRODUCT TERMS

IFS CPQ

1. INTRODUCTION

These IFS CPQ Service terms ("Terms") specify the terms applicable to IFS CPQ.

These terms are supplemental to the Master Agreement between Customer and IFS and IFS Services Terms found at ifs.com/legal or for customers with a Master Agreement version 20th July 2026 or later, that Master Agreement alone.

A. TERMS

SERVICE DESCRIPTION

IFS CPQ SaaS ("IFS CPQ Service").

IFS CPQ SERVICE SUPPORT SERVICES – SUPPORT TERMS

IFS will provide Support Services subject to the applicable support terms and payment by the Customer of the applicable fees. The support terms applicable to the IFS CPQ Service are the IFS Cloud Support Terms subject to the changes specified below:

- Releases and Updates of IFS CPQ software will be made

automatically. OTHER TERMS

- 3D Models:

IFS CPQ does not include the provision of 3D models Customer may require to use IFS CPQ, this is a Customer responsibility.

B. SECURITY

IFS will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of any Content stored in the IFS CPQ Service. The security practices are in line with the IFS Information Security Management Documentation found at https://www.ifs.com/about/trust-center but it is made available as a multi-tenant service.

Customer shall (a) use reasonable security precautions for Customer's own IT assets that may be used in connection with its use of the IFS CPQ Service, e.g. maintain up-to-date virus scanning and operating system security patches and firewall protection; and (b) require each user to use reasonable security precautions. In addition, Customer shall use all reasonable efforts not to take any action or install any software that may preclude or impair IFS's ability to access or administer its network or provide the IFS CPQ Service.

C. WARRANTY AND WARRANTY REMEDY

IFS warrants that Support Services will be performed in a professional manner by qualified personnel.

IFS warrants that IFS CPQ will perform materially in accordance with the Documentation during the Subscription Term. If IFS has breached this warranty Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to use all reasonable efforts consistent with industry standards to cure the defect so that it materially complies with the Documentation.

IFS do not warrant that the IFS CPQ Service will be constantly available, uninterrupted or error free or that all errors may be found to enable correction. Warranty remedies are conditioned upon (a) any error or defect complained of is reasonably reproducible by IFS, (b) the IFS CPQ not having been modified and is being used in accordance with the Documentation, (c) the breach not being attributable in whole or in part to any non-IFS product(s) or service(s) including third-party software or relating to any Content stored or used by Customer in conjunction with IFS CPQ; (d) the breach not being attributable to Customer's breach of the AUP; and (e) the breach not otherwise being attributable to Customer or any third party acting on its behalf, including without limitation Customer's incorrect or unpermitted modification, configuration or use of the IFS CPQ Service.

Only such limited warranties, conditions or remedies that have been expressly agreed herein or in the Master Agreement shall be granted and available to Customer and are in lieu of all other warranties, conditions or remedies, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage or trade or otherwise, including without limitation the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular or intended purpose, ability to achieve a particular result, accuracy, capacity, timeliness or completeness of responses or results. While IFS attempts to identify the functions of the offering which may be of particular benefit to Customer, only Customer is in a position to understand its current and future business needs and, therefore Customer is solely responsible for the selection, use, and suitability of any offering for Customer's purposes, even if IFS has been informed of such purpose.

D. AUP

The AUP at http://www.ifs.com/legal will apply to use and access of the IFS CPQ Service. Customer shall be responsible for each User's compliance with the AUP.

E. SUBPROCESSORS

Corporate name	Service Description	Data Processing	Control Measures	Country and data center	Contact information and address	Transfer mechanism

PRODUCT TERMS

Nimble Ops NV	IFS CPQ SaaS	Microsoft Azure Service Provision	Data Processing Agreement and SCC's	Microsoft Azure Data center Region location(s) are specified during the implementation and	Microsoft Azure Data Centers Utilized: - Azure Europe West - Azure Data Center in the	SCC's
				provisioning process based upon customer location.	USA (region to be identified at provisioning)	

IFS AI Terms

IFS AI TERMS

These IFS AI terms ("AI Terms") are supplemental to the Agreement and apply to artificial intelligence Software provided with the Software ("AI Technology(ies)"). Any third-party terms applicable to third party software shall apply and take precedence over these AI Terms as it relates to such third-party software.

1. Definitions

Definitions used in the Agreement shall apply in these terms, in addition to the additional definitions below:

"Result(s)" means any results generated while operating the AI Technologies or any content generated by AI Technologies as output, based on the data and other source content provided to the AI Technologies, including without limitation Customer Data, and the data used to train the AI Technologies.

2. Results

2.1 It is acknowledged and agreed that:

(a) Results are provided for assistance and information purposes only and do not entail or constitute legal, financial, operational or professional advice;

(b) Results are created based on a statistical analysis of the source content, without any understanding of the source content as such;

(c) all Results depend on the quality of the input data or other source content on which the Results are based, and IFS cannot have and does not accept any liability of any kind for any inaccurate or incomplete data or source content; and

(d) given the nature of AI functionality, its use may result in incorrect, incomplete, biased, unfair, unexpected or inaccurate Results, or which is otherwise unfaithful to the provided source content.

(e) Customer is solely responsible for:

(i) The accuracy and quality of Customer Data and for any Results; and

(ii) Implementing appropriate controls and human oversight for verification and validation of bias within any source content and Results (which may require obtaining professional advice as appropriate), and the reliance on, and any decision, action or omitted action based on, any Results (including deciding whether any Results are suitable for the specific purpose to which they are put).

2.2 Without prejudice to Customer's rights in Customer Data:

(a) Results may not qualify for intellectual property protection;

(b) Similar or the same Results may be produced by the Software in response to similar requests from different customers; and

(c) Customer's rights in any Results may not be enforceable against other users of the AI Technologies; and in any event, Customer's ownership in the Results is subject to IFS and/or its licensor's ownership rights in AI Technologies, IFS Materials, and data used to train the AI Technologies ("IFS Materials"). Customer is granted a license to use, and may only use, the IFS Materials in the Results to the same extent as Customer is permitted to use the Software.

2.3 IFS's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technologies, but not to the Results.

3. Legal Framework

3.1 Customer acknowledges that the legal framework applicable to and the interpretation of competent courts and authorities regarding the use of certain AI Technologies is evolving and may be subject to future changes. If a change in law or the interpretation of a competent court or authority results in restrictions in the use of certain technology in the Software, Customer accepts that the scope of use may need to be reduced or the impacted technology be amended, replaced or discontinued to address such restrictions.

4. Acceptable Use

4.1 Customer will use the AI Technologies responsibly and in a legally compliant manner.

4.2 Customer will not:

(a) Use the AI Technologies or the Results to develop, train, or improve other AI functionality, services or AI models, unless explicitly permitted by IFS; or

(b) Use web scraping, web harvesting, or web data extraction methods to extract data from the AI Technologies or Results.

4.3 Customer will not circumvent measures made available by IFS or a third-party, including but not limited to those intended to help prevent copyright infringement, data breaches, or security incidents.

4.4 Customer will not process any health information protected by regulations that control the use of medical data by AI functionality including without limitation, the GDPR, AI Act and the Health Insurance Portability and Accountability Act (including any implementing regulations and as amended from time to time).

NEXUS BLACK TERMS

1. INTRODUCTION

These Nexus Black Terms set forth the description and terms for the Nexus Black Offering identified on the applicable Order Form. These Nexus Black Terms are in addition to the Order Form. In the event of conflict or inconsistency between the terms of the Order Form and these Nexus Black Terms, the latter shall govern.

2. NEXUS BLACK OFFERING

The Nexus Black Offering description is set forth in the applicable Order Form.

3. NEXUS BLACK OFFERING TERMS

The following specific terms and conditions apply to the provision of the Nexus Black Offering:

3.1 Definitions

Feedback – means comments, improvement suggestions, and other feedback provided by the Customer to IFS orally or in writing during the Term of the Nexus Black Offering.

Nexus Black Software – means production ready software provided or made available as part of the IFS Nexus Black Offering, and any improvements, enhancements, or derivative works thereof, any AI models, frameworks, tooling on which it relies, and other materials furnished, developed, provided or created by IFS and its Affiliates, including as part of Support.

Nexus Black Software Documentation – means the specifications written by IFS for the Nexus Black Software at the time of release and as updated by IFS from time to time whilst IFS supports the Nexus Black Software.

Nexus Black Offering – means the service under which IFS Nexus Black Software is provided or made available to address the capabilities described on the applicable Order Form, as well as the SaaS provision and Support for such software.

Order Form – means the Nexus Black Order Form to which these Nexus Black Terms apply.

Support – means updates, fixes, and other support and maintenance services in accordance with the IFS Nexus Black Software support process, as applicable from time to time.

Term – means the Nexus Black Offering Subscription Term set out on the applicable Order Form.

Capitalized terms used but not defined in these Nexus Black Terms will have the meanings given to them elsewhere in the Agreement.

3.2 Customer's Benefits & Responsibilities

(a) Benefits. During the Term, Customer will, subject to these Nexus Black Terms and the applicable Order Form:

- (i) benefit from the Nexus Black Offering;
- (ii) have access to and be entitled to use Nexus Black Software on a SaaS basis subject to the IFS Services Terms on www.ifs.com/legal;
- (iii) benefit from a basic onboarding support, including adoption assistance and guidance on Nexus Black's roadmap and feature set;
- (iv) benefit from Support in accordance with the Nexus Black Support processes;
- (v) be invited to influence the IFS Nexus Black Software roadmap.

(b) Engagement. Customer will cooperate with IFS reasonably and in good faith, will allocate appropriate resources with the time, skills and authority, provide timely business input to IFS, and process feedback, engage collaboratively with the IFS Nexus Black team. Customer is responsible for managing and implementing internal change management needed to adopt the IFS Nexus Black Offering and Nexus Black Software. This includes, but is not limited to, provisioning access rights to any instances of IFS or other 3rd party applications, as requested by IFS to ensure the onboarding and deployment process specified by IFS can be executed.

(c) Influence. IFS invites Customer to influence the IFS Nexus Black Software roadmap. As such, Customer agrees that they will make a feedback group (1 domain subject matter expert and 1 sponsor) available for the duration of the Term. IFS will seek feedback and the Customer will respond to queries within 2 full business days for the feedback to be considered. A quarterly forum will take place between Customer and IFS SME's – the first will take place no later than, 1 week post signature. Subsequent forums will take place remotely

(d) Early Adopter Program Discretion. Customer will not disclose under any circumstances the commercial agreement between the Parties reflected under the Order Form and these Nexus Black Terms, and the IFS Nexus Black Offering or associated IFS Nexus Black Software including any AI models, frameworks, tooling, computer programs, code, algorithms therein will be considered IFS Confidential Information and a trade secret and will be treated as such.

3.3 **Delivery detail**

(a) Timeline

For any anticipated or actual delay in the development of the Nexus Black Software, the following escalation process applies:

- Notification: IFS will promptly notify Customer in writing of the anticipated delay, summarising reasons and expected timeline.
- Meet and Confer: Within ten (10) business days of notification, the Parties will meet (virtually or in person) to discuss the delay, mitigation measures, and adjusted timelines.
- Senior Escalation: If the delay extends beyond two (2) additional months after the original timeline, either party may escalate the matter to executive management within fifteen (15) business days.
- Resolution or Termination: If the matter cannot be resolved through escalation within thirty (30) business days after escalation to executive management, either party may (as sole and exclusive remedy) terminate the Nexus Black Software development on written notice.

IFS will not be responsible for any delay to the extent resulting from Customer's failure or delay or for matters beyond IFS' reasonable control.

(b) IFS Offerings and Roadmap. IFS may consider the Nexus Black Software for incorporation into IFS standard product offerings and may at any time incorporate Nexus Black Software or developments related thereto into IFS product offerings and sell such to the wider market.

(c) Warranty. IFS warrants for the Subscription Term that the Nexus Black Software will be provided materially as described in the specifications outlined in the applicable Order Form. As Customer's sole remedy, warranty breaches will be remedied as part of Support. Warranty remedies are conditioned upon (a) any reported error or defect is reasonably reproducible by IFS; (b) the Nexus Black Software not having been modified and being used in accordance with Fair Use Policy; (c) the breach not being attributable in whole or in part to any non-IFS product(s) or service(s) or relating to any Customer Data stored or used by Customer in conjunction with the Nexus Black Software; or (d) the breach not being attributable to Customer or any third party acting on its behalf, including without limitation Customer's incorrect or unpermitted implementation, modification, customization, configuration or use of the Nexus Black Software.

4. USE RIGHTS, RESTRICTIONS AND OWNERSHIP

4.1 Customer may use the Nexus Black Software solely for internal business operations in accordance with the terms of the Order Form, these Nexus Black Terms and applicable Acceptable Use policies. Customer will not: resell, sub-license, or commercially host the Nexus Black Software or its components, nor will it be permitted to modify, alter or customise the Nexus Black Software nor to decompile, reverse engineer, or otherwise misuse the Nexus Black Software or any associated tooling, models, or frameworks.

4.2 Customer acknowledges that it is solely responsible and liable for its use, operation, output and result of Nexus Black Software in its business, including but not limited to Customer's compliance with any laws or financial, operational or other regulatory requirements or practices applicable to its business operations, as well as the compliant use and accuracy of any configuration, data or content.

4.3 IFS and its licensors reserve all rights not expressly granted to Customer in writing. All right, title and interest, including without limitation all patents, trademarks, copyright, moral rights, database rights, trade secrets, service marks and applications for any of the foregoing, and any other intellectual property right of whatever nature anywhere in the world, in and to the IFS Nexus Black Offering and associated Nexus Black Software, shall remain or become upon creation, as applicable, the exclusive property of IFS or its licensors, worldwide and in perpetuity. The IFS Nexus Black Offering and associated Nexus Black Software, its documentation and any Support therefor constitute and contain valuable proprietary products and trade secrets of IFS or its licensor, embodying substantial creative effort and confidential information, know-how, technology, ideas and expressions that are protected by applicable intellectual property and other laws. Customer undertakes to not remove or alter any proprietary legends or notices with respect to the IFS Nexus Black Offering and associated Nexus Black Software and to maintain any marking of ownership as advised by IFS from time to time. To the fullest extent permitted by applicable law, Customer undertakes not to assert any moral rights (including, without limitation, the rights of attribution and integrity) with respect to the IFS Nexus Black Offering and associated Nexus Black Software and any related materials arising under this Order Form, and Customer will procure the same from its employees and contractors.

4.4 Subject to any applicable confidentiality provisions, nothing in this Order Form restricts either Party's right to use and employ its general skills, know-how, techniques, concepts and expertise within its general knowledge and in the regular course of its business.

5. CUSTOMER DATA

5.1 Subject to the limited rights and licenses granted herein, IFS and its Affiliates) acquires no right, title or interest from Customer or its licensors under the Order Form in or to any Customer Data. Customer grants IFS, its affiliates and, if applicable, its hosting providers a worldwide, limited-term license to host, copy, transmit and display Customer Data as necessary for IFS to provide the Nexus Black Offering in accordance with this Order Form. In respect of Customer Data, IFS will not remove or alter any proprietary legends or notices and to maintain any marking of ownership

5.2 Customer grants to IFS and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into any IFS offering any submission, suggestion, enhancement request, recommendation, correction or other Feedback provided by Customer or users.

5.3 Unless a data processing agreement is in place between the Parties dealing with processing of personal data, the terms of the data processing addendum found at Legal | IFS ("DPA") posted as of the applicable Order Form Start Date shall be incorporated herein by reference and shall apply to the provision of the Nexus Black Offering in respect of the processing of Personal Data (as defined in the DPA). To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by IFS, the applicable Standard Contractual Clauses adopted by the European Commission shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's signature of the Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

6. TERM AND TERMINATION

6.1 At the end of the Term, Customer acknowledges and agrees that the Nexus Black Software may or may not be part of the IFS portfolio of standard products generally made available to the market.

6.2 If any Nexus Black Software is incorporated into a standard IFS software or offering, and Customer wishes to migrate to the standard software/offering, it may do so following its GA release on entering into subscription terms in an Order Form for such software/offering.

6.3 If any Nexus Black Software is not incorporated into a standard IFS software or offering, Customer may request a subscription extension on current terms for a limited period (as determined by IFS), subject to mutual agreement.

6.4 Termination of one Nexus Black Software development will not impact other Nexus Black Software developments, and this Agreement otherwise continues in full force and termination of the applicable Order Form will not impact other order forms, which will continue in full force.

7. MISCELLANEOUS

(a) Non-exclusivity. Customer acknowledges and agrees that: (a) no exclusivity is granted with respect to the Nexus Black Software and IFS Nexus Black Offering; and (b) IFS is entitled to commercialize and offer the Nexus Black Software to the general market without restriction, including by marketing, licensing, distributing, or incorporating the Nexus Black Software, in whole or in part and whether as-is or following further modifications, into its standard product offerings and selling such offerings to the broader market.

(b) Reference & Publicity. Both Parties agree to partake in publicity, including participation in case studies, press releases, and reference calls, provided prior notice and consent is obtained by the other party, such consent not to be unreasonably withheld. Customer further agrees that IFS may use Customer's name and logo in its marketing materials and website to identify Customer as a customer of IFS. IFS agrees to have a C-level executive contribute specific content, to publicize the customers investment and collaboration with IFS Nexus Black.

IFS NEXUS BLACK RESOLVE SAAS TERMS

A. INTRODUCTION

These IFS Nexus Black Resolve SaaS terms ("Terms") specify the terms applicable to the IFS Nexus Black Resolve SaaS services. These Terms are supplemental to the Master Agreement, and the IFS Services Terms found on https://www.ifs.com/legal.

B. TERMS

1. IFS Nexus Black Resolve Subscription

IFS Nexus Black Resolve is a Software as a Service (the "SaaS") and permits Customer to access and use IFS Nexus Black Resolve solely for the Customer's internal business operations and is subject to the terms of Agreement, including these Terms, and the applicable Order Form.

IFS Nexus Black Resolve is a field service management application that enables the Customer to capture, diagnose, plan, execute and report on field service work.

The capabilities, features and performance parameters available to the Customer are based on the product tier and any add-on modules purchased, as specified in the applicable Order Form. IFS makes IFS Nexus Black Resolve available in two (2) tiers: Base and Premium. The catalogue of optional add-on modules may be purchased by the Customer on a discretionary basis. IFS may modify or discontinue tiers or add-on modules, or introduce new ones, with prior notice. Changes will not affect any purchased tier or add-on module during the applicable Subscription Term.

The capabilities, features and performance parameters of each tier and add-on module are described in detail at the following link: View IFS Nexus Black Resolve Feature Description. IFS may update the list of features from time to time. Such updates will be reflected in the product documentation.

2. Entitlements

IFS makes available the SaaS, which grants access to the IFS Nexus Black Resolve SaaS and an entitlement of Work Orders and Human-Generated Fault Reports based on the usage limits purchased by the Customer, as set out in the applicable Order Form.

The entitlement of Work Orders and Human-Generated Fault Reports is committed upfront, non-refundable, non-transferable and are provided on an annual basis on a use it or lost it basis. Entitlements will be pro-rated in the year of purchase to co-term with the subscription term of the applicable Order Form.

Entitlement is a contractual limitation, and the Customer will be required to manage usage within the usage limit set out in the applicable Order Form. IFS may notify Customer when approaching or exceeding the entitlement. If the Customer exceeds the entitlement, the Customer must purchase additional entitlement or upgrade its IFS Nexus Black Resolve SaaS. The Customer acknowledges that it will not be able to access the IFS Nexus Black Resolve SaaS until such time that the Customer purchases additional entitlement.

3. Fees and Term

The SaaS will commence on the start date specified in the applicable Order Form and continue for the initial Subscription Term stated therein. On expiry of the initial Subscription Term, the Order Form and the SaaS will terminate unless renewed by written agreement of the Parties.

Fees for SaaS includes access to the IFS Nexus Black Resolve SaaS and the entitlements as listed in the applicable Order Form. Unless otherwise stated on such Order Form, fees for the SaaS, are payable in advance of the applicable period to which they relate, the first being due on the Order Form start date. Fees are subject to any indexation provisions set forth in the Order Form.

4. Support Terms

Support Services for the IFS Nexus Black Resolve SaaS are based on the Platinum Support plan.

Support Services shall be available for the SaaS during the applicable Subscription Term specified in the relevant Order Form.

5. Onboarding and Deployment

The Customer acknowledges that access to the IFS Nexus Black Resolve SaaS platform may take approximately three (3) business days from Order Form signature to initially set up and that access and use of the SaaS is always subject to system requirements. Customer will

follow the onboarding processes and procedures specified by IFS to enable access to the IFS Nexus Black Resolve SaaS.

The IFS Nexus Black Resolve SaaS includes the IFS standard deployment and onboarding of the applicable Resolve tier and add-on modules.

6. Customer Responsibilities

Customer will be: (a) responsible for its users' compliance with the Agreement and for ensuring use is in conformity with the applicable Documentation, (b) responsible for the accuracy, integrity, and legality of Customer Data and the means by which Customer acquires and uses such Customer Data, and (c) solely responsible for determining the suitability of the IFS Nexus Black Resolve SaaS for Customer's business and complying with any regulations and laws, (including, without limitation, export, data protection and privacy laws) applicable to Customer's use of the IFS Nexus Black Resolve SaaS.

Customer will provide a single point of contact to work with IFS who has the required skills and experience to appropriately make use of and coordinate the Customer's use and access to IFS Nexus Black Resolve SaaS effectively. Customer will assign necessary business and IT resources as and when needed during the term of the IFS Nexus Black Resolve SaaS. This includes, but is not limited to, provisioning access rights to any instances of IFS or other 3rd party applications, as requested by IFS to ensure the onboarding and deployment process specified by IFS can be executed.

Customer will provide a single commercial owner ("Service Owner"), responsible for managing consumption of the IFS Nexus Black Resolve SaaS and applicable Customer entitlements. Customer must monitor usage and consumption of the IFS Nexus Black Resolve SaaS.

The Customer shall be responsible for ensuring that its users understand the IFS Nexus Black Resolve SaaS, including its intended use and usage limit, as well as managing and maintaining controls over the consumption of such IFS Nexus Black Resolve SaaS.

Customer understands that access to the IFS Nexus Black Resolve SaaS may be terminated by IFS should Customer fail to purchase and pay for any additional Work Orders and / or Human Generated Fault Reports required over the usage limit specified in the Order Form.

7. General Terms

These Terms, the Order Form, Customer Master Agreement, IFS Services Terms and the AI Terms contained in the Product Terms found at www.ifs.com/legal apply to the IFS Nexus Black Resolve SaaS.

Customer acknowledges that (a) all services are performed as remote services, do not include provision of implementation or other consultancy or professional services which would be subject to a separate statement of work between the parties and an agreement on the fees, (b) any reporting, communication and documentation hereunder will be provided in English, (c) IFS may use personnel from IFS Affiliates or partners around the world to make available and provide the services, and (d) the services will not be constantly available, uninterrupted or error free.

Customer agrees that IFS may use Customer's name in publicity activities in relation to the IFS Nexus Black Resolve SaaS (including a publishable statement and, if appropriate, participation at one (1) IFS event per contract year.

8. Definitions

The definitions used in these Terms have the meaning given in the Agreement or below.

"Add-on Module" means an optional capability module that may be purchased by the Customer and added to either Tier on an 'a la carte' basis, as specified in the applicable Order Form.

"Human-Generated Fault Report" means a fault report created by a human user through the IFS Nexus Black Resolve application, counted as one (1) Human-Generated Fault Report per discrete report. For the avoidance of doubt, fault reports generated automatically by the system or by AI Technologies (defined in AI Terms in Product Terms) are not Human-Generated Fault Reports.

"Service Owner" shall have the meaning given in section 6.

"Tier" means a packaged level of the IFS Nexus Black Resolve SaaS, being either Base or Premium, as specified in the applicable Order Form.

"Work Order" means a discrete unit of field service work recorded and managed within IFS Nexus Black Resolve SaaS. Each discrete work order recorded in IFS Nexus Black Resolve SaaS constitutes one (1) Work Order, regardless of the number of activities, tasks, or visits

associated with it, and forms the principal unit against which the IFS Nexus Black Resolve SaaS is priced and entitlements are measured. For the avoidance of doubt, Work Orders generated manually (e.g. because of an identified fault) or automatically (e.g. as part of planned, recurring maintenance work) by the SaaS or by AI Technologies will be counted as one (1) Work Order.

IFS.AI SUBSCRIPTION TERMS

These IFS.ai Subscription service terms ("Terms") specifies the terms and conditions which apply to the provision of IFS.ai Subscription services and the Use Cases as described in these Terms. These Terms shall prevail and take precedence in the event of any conflict with any other terms forming part of the Agreement.

1. IFS.ai Subscription Capabilities Overview

1.1 The IFA.ai Subscription service capabilities consist of various pre-configured Use Cases designed to enhance business productivity, workflow automation, and decision support across supported versions of IFS Cloud. Customer must have and maintain a valid agreement and active licenses for IFS Cloud to access the IFS.ai Subscription services, including the modules for which the Customer is purchasing the IFS.ai Subscription service. Access and use of the IFS.ai Subscription is permitted solely for the own internal business operations of the Customer and those other entities entitled to benefit from the Application Software.

1.2 The features, performance parameters, and consumption expectations for each Use Case are described in detail at the following link: View AI Use Case Details (the "Use Case Page"). IFS may update the list of Use Cases and its Token consumption characteristics from time to time. Such updates will be reflected on the Use Case Page.

2. Support and Availability

2.1 Support Services for IFS.ai Subscription services is based on the support plan purchased by Customer.

2.2 IFS.ai Subscription service is only available for Customer's who are running IFS Cloud 24R1 and later Releases ("Product"). Some capabilities may only be available for later Releases of the Product. Availability of Use Cases may vary based on region, industry compliance requirements, or technical compatibility with Customer's environment.

3. Available Packages

3.1 Currently IFS offers two (2) IFS.ai Subscription services usage packages. Each package provides access to the platform and all available Use Cases for the applicable version of the Product and is subject to a defined fair usage limit based on Token consumption.

3.2 IFS may modify or discontinue packages or introduce new ones with prior notice. Changes will not affect any package during the applicable current subscription term.

3.3 Packages:

A. Activation Pass

- **Description**: Designed for customers at the introductory stage of AI adoption. Ideal for piloting, building minimum viable products (MVPs), and deploying initial Use Cases to limited teams or business units.
- **Access**: Full access to all available Use Cases for the applicable version of the Product.
- **Fair Usage Limit:**
  - 2 million Tokens per year on a use it or lose it basis
  - Storage limit within the IFS Service 10 GB.
- **Overage Options**: Customers may either:
  - Purchase additional Token packs; or
  - Upgrade to the **Enterprise Scale Pass**.

B. Enterprise Scale Pass

- **Description**: Tailored for customers beginning to operationalize AI solutions at scale across the organization as well as wishing to rollout an advanced AI integration across business functions..
- **Access**: Full access to all available Use Cases for the applicable version of the Product.
- **Fair Usage**: Token and storage limitations and usage terms are governed by the custom scope and terms outlined in the Order Form with Customer.

4. Fair Usage and Top Up Tokens

4.1 Fair Usage. The fair usage thresholds are enforced to ensure optimal service availability and equitable resource allocation among all customers. IFS may notify Customer when approaching or exceeding usage thresholds. Access beyond fair usage is subject to the purchase of additional Tokens or upgrading to a higher-tier pass or limit consumption within the Customer business at the discretion of the Customer.

4.2 Top Up Tokens. Customer may purchase top up Tokens in year for the IFS.ai Subscription service ("Top Up Tokens"). Unless other specified in the Order Form for such Top Up Tokens, such Tokens will expire 12 months from the date of purchase of such Top Up Tokens and are in addition to any Tokens Customer is entitled to in subsequent years. In the last year of the applicable term, Top Up Tokens must co-term with the end of the term.

5. Onboarding and Acceptable Use

5.1. Onboarding to IFS.ai Subscription services. Customer will follow any applicable on-boarding processes and procedures specified by IFS to benefit from the applicable Use Cases.

6. Fees and Term

6.1. The term of the IFS.ai Subscription services will commence on the date specified in the Order Form and continue in force for the initial term specified therein. On expiry of the initial term, the Order Form and the Ifs.ai Subscription services will terminate unless renewed by the written agreement of the Parties.

6.2. The package subscribed to will be as described in the applicable Order Form. Fees for IFS.ai Subscription services includes access to the platform and the applicable package purchased by Customer.

6.3. Customer shall pay the fees applicable to the IFS.ai Subscription services at the price identified in the applicable Order Form. Unless otherwise stated on such Order Form, fees for IFS.ai Subscription services, are payable in advance of the applicable period to which they relate, the first being due on the Order Form start date. Fees are subject to any indexation provisions set forth in the Order Form.

7. Customer Responsibilities

7.1. Customer will provide a single point of contact to work with IFS that has the required skills and experience to appropriately make use of and coordinate the Customer's use and access to IFS.ai Subscription services effectively. Customer will assign necessary business and IT resources as and when needed during the term of the IFS.ai Subscription services.

7.2. Customer will provide a single commercial owner "Service Owner", responsible for managing consumption of the IFS.ai Subscription services and applicable Customer entitlements. Customer must monitor usage and consumption of the IFS.ai Subscription services.

7.3. To consume the IFS.ai Subscription services, Customer will ensure it has sufficient storage capacity whether through IFS' Cloud Services or its own environments, if and where such service is available for remote deployments. The Customer shall be responsible for ensuring its users understand the IFS.ai Subscription services and Use Cases and how they should be consumed, as well as managing controls for consumption of such IFS.ai Subscription services.

7.4. If Customer reaches 100% consumption, Customer will not be able to access the IFS.ai Subscription services, until such time that Customer purchases an additional package of Tokens or upgrades to the next pass level.

7.5. Customer has a right to retrain applicable IFS.ai Machine Learning Models on a pre-agreed basis for relevant Use Cases. Such re-training will be based on IFS policies and terms, ensuring that the Customer dictates the retraining schedule within the agreed parameters. Where available, Customer will be permitted access to specific privileges to make these requests and this must be signed off by the Service Owner. Outside of these requests, IFS may retrain IFS.ai Machine Learning Models and will be made available only as part of a Release. IFS may access Customer Data submitted to the IFS.ai Subscription service to train models pursuant to this section, and Customer instructs IFS to process its Customer Data for such purposes.

8. Proprietary Rights

8.1. IFS or its licensors retains all right, title, and interest including, without limitation, patents and rights to patent, copyright, trade secret, and trademark in the IFS.ai Subscription services, all related services any software and Documentation and all models and in all improvements, enhancements, modifications, or derivative works thereof including, all right, title, and interest in materials furnished, developed, provided or created by IFS, which shall include all patents and rights to patent, copyright, trade secret, and trademark ("AI Materials"). The AI Materials constitute and contain valuable proprietary products and trade secrets of IFS or its licensor, embodying substantial creative effort and confidential information, know-how, technology, ideas and expressions that are protected by applicable intellectual property and other laws. Customer undertakes to not remove or alter any proprietary legends or notices and to maintain any marking of ownership as advised by IFS from time to time.

8.2. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under these Terms is exchanged between the Parties.

8.3. Customer retains all ownership of its Customer Data. The AI Terms contained in the Product Terms found at ifs.com/legal apply and are incorporated into these Terms.

9. General Terms

9.1. IFS.ai Subscription services utilize the IFS.ai Service, the IFS Service Terms apply and are incorporated into these Terms.

9.2. Customer acknowledges that (a) all services are performed as remote services, do not include provision of implementation or other consultancy or professional services which would be subject to separate agreement of the parties, (b) any reporting, communication and documentation hereunder will be provided in English, (c) IFS may use personnel from IFS Affiliates or partners around the world to make available and provide the services, and (d) the services will not be constantly available, uninterrupted or error free.

9.3. IFS may track and analyze the usage and consumption of the services for purposes of determining usage / consumption made of the services.

9.4. Customers agree that IFS may use Customer's name in publicity activities in relation to the IFS.ai Subscription services (including a publishable statement and, if appropriate, participation at one (1) IFS event per contract year).

10. Definitions

The definitions used in these Terms have the meaning given in the Agreement or below.

10.1. **"Service Owner"** shall have the meaning given in section 7.2.

10.2. **"IFS Service"** refers to the IFS multi-tenanted service where the Use Cases are made available.

10.3. **"IFS Service Terms"** means the terms for the IFS Service found at ifs.com/legal.

10.4. **"Support Policy"** has the meaning given to it in the Support Terms (defined below).

10.5. **"Support Terms"** means the detailed description of the applicable Support Services as specified at www.ifs.com/legal.

10.6. **"Token"** means a unit of value that represents a specific activity or service utilized by the Customer when accessing and using the IFS.ai Subscription service. Tokens are consumed when users access or use certain features, services or capabilities of the AI Subscription service.

10.7. **"Use Case"** refers to IFS.ai capabilities designed to enhance business productivity, workflow automation, and decision support across supported versions of IFS Cloud, developed incrementally on top of standard IFS Application Software, and requiring access to the IFS Service to function.

IFS LOOPS DIGITAL WORKER SUBSCRIPTION TERMS

These IFS Loops Digital Worker Subscription service terms ("Terms") specify the terms and conditions which apply to the provision of IFS Loops Digital Worker Subscription services and the Digital Workers as described in these Terms. These Terms shall prevail and take precedence in the event of any conflict with any other terms forming part of the Agreement.

TERMS

1.IFS Loops Digital Worker Subscription

1.1. The IFS Loops Digital Worker Subscription service capabilities consist of various pre-configured Digital Workers designed to enhance business productivity, workflow automation, and decision support across supported versions of IFS services by embedding intelligent AI agents and skills into business workflows. Customer must have and maintain a valid agreement with IFS to access the IFS Loops Digital Worker Subscription service, including any applicable modules for which the Customer is purchasing the IFS Loops Digital Worker Subscription service. Access to and use of the IFS Loops Digital Worker Subscription service is permitted solely for the own internal business operations of the Customer and those other entities entitled to benefit from the Application Software.

1.2. The features, performance parameters, and consumption expectations for each Digital Worker are described in detail at the following link: IFS Loops Digital Workers Offering Features & Performance Parameters (the "IFS Loops Digital Workers Offering Page").

2.Support and Minimum Release

2.1. Support Services for the IFS Loops Digital Worker Subscription service are based on the Platinum Support plan.

2.2. The IFS Loops Digital Worker Subscription service is available to customers operating a supported release of IFS Cloud or an equivalent environment deemed compatible by IFS (in which case access shall be provided via APIs that expose the necessary functionality for Digital Worker execution). For example, if a Digital Worker requires functionality introduced in release 25R1, Customer must be running 25R1 or later to benefit from the Digital Worker. Certain Digital Workers may be tied to specific IFS Cloud releases and will only be available from those releases onward. Availability of Digital Workers may vary based on region, industry compliance requirements, or technical compatibility with the Customer's environment.

3. Offering

3.1. IFS makes available the IFS Loops Digital Worker Subscriptions service which grants access to the Platform and Digital Worker(s) specified in the applicable Order Form, each Digital Worker being sized in terms of complexity of business outcome and if applicable, volumes, e.g., Workflow Executions. Use of Digital Workers will be subject to the limitations on use described in these Terms and the applicable Order Form.

3.2. IFS may modify or discontinue offerings or introduce new ones with prior notice. Changes will not affect any purchased offering during the applicable current Subscription Term.

A. Platform

- **Description:** Designed for all customers, and sized based on Customer's business scale, and includes applicable Digital Worker(s) in scope at the time of Order Form signature.
- **Access:** Access to the Platform. The Platform is made available in tiers as set out on the IFS Loops Digital Workers Offering Page. The Platform features and performance parameters available to Customer are based on the tier purchased, as specified in the Order Form. The Platform features and performance parameters may be updated from time to time.
- **Usage:** Full access to the features and performance parameters associated with the applicable Platform tier purchased.

B. Digital Workers

- **Description:** Pre-configured, role-based combinations of AI agent and skills capabilities, to deliver business outcomes. In building Digital Workers, IFS pre-configures the most frequently automated processes within the domain of Industrial AI.
- **Access:** Access to the Digital Worker(s) specified in the Order Form.
- **Usage:** Full access to the standard Digital Worker and the standard set of associated capabilities, integrations and configurations, as made available by IFS in order for the Digital Worker to execute its use case.
- **Substitution:** Customer may swap a Digital Worker listed in the Order Form for another Digital Worker, provided; a) the change is reflected in an Order Form; and b) onboarding and deployment activities have not already begun for the Digital Worker Customer. Substitution as per the aforesaid does not change any Customer entitlement, and Customer remains responsible for staying within the applicable Use Level. Customer may make no more than one Digital Worker substitution per Contract Year unless IFS approves otherwise

C. Workflow Executions and Usage

- **Description:** The Workflow Executions volumes purchased by Customer are specified in the applicable Order Form. An Workflow Executions is consumed every time a Digital Worker executes its pre-defined set of activities or services based on the thresholds set out on IFS Loops Digital Worker Offering Page from time to time.

- **Access:** Access to the Workflow Executions volumes specified in the applicable Order Form. Workflow Executions entitlement volumes are made available annually, on a use it or lose it basis. Digital Workers are not dependent on any specific LLM model or provider.

- **Workflow Executions Volumes and Usage:** The number of Workflow Executions stated in the Order Form is based on Customer expected usage and need. Workflow Executions usage and consumption is a contractual limitation, and Customer will be required to manage its usage within the Use Level. IFS may notify Customer when approaching or exceeding usage thresholds. Customer must purchase additional Workflow Executions for access and use beyond the applicable Workflow Executions Use Level. Customer may purchase additional Workflow Executions for the remainder of the Subscription Term, which may require Customer to move to a higher tier.

4. Onboarding and Deployment

4.1. Onboarding to IFS Loops Digital Worker Subscription service. Customer will follow any applicable on-boarding processes and procedures specified by IFS to benefit from the applicable Digital Worker(s).

4.2. Deployment of Digital Workers. The IFS Loops Digital Worker Subscription service includes the IFS standard deployment and onboarding of the applicable Digital Worker(s). This involves a sequential deployment and onboarding of a Digital Worker based on the agreed Customer priorities. Requests for parallel deployment of multiple Digital Workers may incur additional fees and shall be subjected to IFS approval and commercial agreement.

4.3. Digital Worker Deployment Eligibility. Only Digital Workers contractually entitled under the applicable Order Form may be deployed, activated, or made available for production use. IFS reserves the right to defer, phase, or limit deployment until sufficient Workflow Execution entitlement has been purchased.

4.4. Minimum Workflow Executions Entitlement Threshold. For deployment of more than three (3) Digital Workers, a minimum annual entitlement of 15,000 Workflow Executions per Digital Worker is required, calculated cumulatively across all deployed Digital Workers. For example, deployment of three Digital Workers require a minimum entitlement of 45,000 Workflow Executions. The Workflow Execution entitlement must be purchased concurrently with the corresponding Digital Worker

5. Fees and Term

5.1. The term of the IFS Loops Digital Worker Subscription service will commence on the date specified in the applicable Order Form and continue in force for the initial Subscription Term specified therein. On expiry of the initial Subscription Term, the Order Form and the IFS Loops Digital Worker Subscription services will terminate unless renewed by the Parties in writing.

5.2. Fees for the IFS Loops Digital Worker Subscription service include access to the Platform and the Digital Worker(s) subscribed to by Customer as described in the applicable Order Form.

5.3. Customer shall pay the fees applicable to the IFS Loops Subscription service at the price identified in the applicable Order Form. Unless otherwise stated on such Order Form or herein, fees for the IFS Loops Digital Worker Subscription service are payable in advance of the applicable period to which they relate, the first being due on the Order Form Start Date. Fees are subject to any indexation provisions set forth in the Order Form.

6. Customer Responsibilities

6.1. Customer will be: (a) responsible for its Users' compliance with the Agreement and for ensuring use is in conformity with the applicable Documentation made available by IFS to Customer, (b) responsible for the accuracy, integrity, and legality of Customer Data and the means by which Customer acquires and uses such Customer Data, and (c) solely responsible for determining the suitability of the IFS Loops Digital Worker Subscription service for Customer's business and complying with any regulations and laws, (including, without limitation, export, data protection and privacy laws) applicable to Customer's use of the IFS Loops Digital Worker Subscription service.

6.2. Customer will provide a single point of contact to work with IFS who has the required skills and experience to appropriately make use of and coordinate the Customer's use and access to IFS Loops Subscription service effectively. Customer will assign necessary business and IT resources as and when needed during the term of the IFS Loops Subscription service. This includes, but is not limited to, provisioning access rights to any instances of IFS or other 3rd party applications, as requested by IFS to ensure the onboarding and deployment process specified by IFS can be executed.

6.3. Customer will provide a single commercial owner ("Service Owner"), responsible for managing consumption of the IFS Loops Subscription service and applicable Customer entitlements. Customer must monitor usage and consumption of the IFS Loops Digital Worker Subscription service.

6.4. To consume the IFS Loops Digital Worker Subscription service, Customer will ensure that sufficient storage capacity is available, either

through IFS Cloud Services or within Customer's own environments, where such service is available for remote deployments. The Customer shall be responsible for ensuring that its users understand the IFS Loops Subscription service and Digital Worker(s), including their intended use and consumption, as well as managing and maintaining controls over the consumption of such IFS Loops Subscription services.

6.5. Customer understands that access to the IFS Loops Digital Worker Subscription service may cease should Customer fail to purchase and pay for any additional Workflow Executions required over the Use Level specified in the Order Form.

6.6. Customer shall have the right to request retraining of applicable IFS Loops Digital Worker machine learning models on a pre-agreed basis for relevant Digital Worker. Such retraining will be carried out in accordance with IFS' policies and terms, ensuring that the Customer determines the retraining schedule within the agreed parameters. Where available, Customer may be granted specific privileges to submit retraining requests, which must be signed off by the Service Owner. Outside of these requests, IFS may independently retrain IFS Loops machine learning models, which will be made available only as part of a Release. IFS may access Customer Data submitted to the IFS Loops Digital Worker Subscription service to train models pursuant to this section, and Customer instructs IFS to process its Customer Data for such purposes.

6.7. Customer or its Users may provide suggestions, enhancement or feature requests or other feedback to IFS with respect to the IFS Loops Digital Worker Subscription service (collectively, "Feedback"). All Feedback will be owned by IFS and IFS will have the unrestricted right to use, incorporate, or otherwise exploit Feedback into its products or services without obligation of compensation to Customer and without violating any obligations of confidentiality. For the sake of clarity, in no event will Feedback include Customer intellectual property, Customer Data, or Customer Confidential Information. IFS acknowledges and agrees that Feedback is provided by Customer solely on an "as is" basis, without any warranty of any kind, and that any use of such Feedback is at IFS's sole risk.

7. Proprietary Rights

7.1. IFS or its licensors retains all right, title, and interest including, without limitation, patents and rights to patent, copyright, trade secret, and trademark in the IFS Loops Digital Worker Subscription service, all related services, software and Documentation and all models and in all improvements, enhancements, modifications, or derivative works thereof including, all right, title, and interest in materials furnished, developed, provided or created by IFS, which shall include all patents and rights to patent, copyright, trade secret, and trademark. The IFS Loops Digital Worker Subscription service, all related services, software and Documentation constitute and contain valuable proprietary products and trade secrets of IFS or its licensor, embodying substantial creative effort and confidential information, know-how, technology, ideas and expressions that are protected by applicable intellectual property and other laws. Customer undertakes to not remove or alter any proprietary legends or notices and to maintain any marking of ownership as advised by IFS from time to time.

7.2. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under these Terms is exchanged between the Parties.

7.3. Customer retains all ownership of its Customer Data.

8. General Terms

8.1. IFS Loops Digital Worker Subscription services utilize the Platform. These Terms, the Order Form, Customer Master Agreement, IFS Services Terms and the AI Terms contained in the Product Terms found at ifs.com/legal apply to this subscription service.

8.2. Customer acknowledges that (a) all services are performed as remote services, do not include provision of implementation or other consultancy or professional services which would be subject to separate agreement of the parties, (b) any reporting, communication and documentation hereunder will be provided in English, (c) IFS may use personnel from IFS Affiliates or partners around the world to make available and provide the services, and (d) the services will not be constantly available, uninterrupted or error free.

8.3. IFS may track and analyse the usage and consumption of the services for purposes of determining usage/consumption made of the services, for the purposes of security, to provide support, and for improving the services and the user experience in using such services. IFS may share anonymous usage data with its service providers for the purpose of helping in such tracking, analysis and improvements. Additionally, IFS may share such anonymous usage data on an aggregate basis in the normal course of operating its business; for example, IFS may share information publicly to show trends about the general use of its software and services.

8.4. Customer agrees that IFS may use Customer's name in publicity activities in relation to the IFS Loops Digital Worker Subscription service (including a publishable statement and, if appropriate, participation at one (1) IFS event per contract year).

9. Definitions

The definitions used in these Terms have the meaning given in the Agreement or below.

9.1. "Digital Worker" means an AI agent designated as digital worker and which is designed to enhance business productivity, workflow automation, and decision support across supported versions of IFS Cloud and equivalent environments deemed compatible by IFS.

9.2. "Workflow Execution" means a unit of value that represents a specific activity or service utilized by the Customer when accessing and using the IFS Loops Digital Worker Subscription service. Workflow Executions were previously referred to as "Interactions'

9.3. "Platform" means the IFS Loops multi-tenant platform where the Digital Workers are made available.

9.4. "Service Owner" shall have the meaning given in section 6.3.

9.5. "IFS Service Terms" means the terms for the Platform found at ifs.com/legal.

9.6. "Support Policy" has the meaning given to it in the Support Terms (defined below).

9.7. "Support Terms" means the detailed description of the applicable Support Services as specified at www.ifs.com/legal.

PRODUCT TERMS

IFS.AI LOGISTICS SUBSCRIPTION TERMS

A. INTRODUCTION

These IFS.AI Logistics Subscription terms ("Terms") specify the service specific terms applicable to the IFS.AI Logistics. These terms are supplemental to the Master Agreement, and the IFS Services Terms found on https://www.ifs.com/legal. Defined terms in the IFS Services Terms will apply in these Terms. Part C of these Terms may also be referred to as "Service Specific Terms" or a "SaaS Description" elsewhere.

B. PRODUCT TERMS

1. IFS.ai Logistics Subscription

1.1. The IFS.ai Logistics Software as a SaaS subscription (the "Subscription") permits Customer to access and use the Subscription solely for the Customer's internal business operations and is subject to the terms of Agreement, including these Product Terms, and the applicable Order Form.

1.2. The features, performance parameters, credit consumption expectations for each type of Simulation or Shipment are described in the relevant product documentation and / or applicable Order Form.

2. Entitlements

2.1. IFS makes available the Subscription, which grants access to the IFS.ai Logistics platform and an entitlement of Simulation Credits that can be used to execute Simulation capabilities provisioned in the platform and / or Shipment Credits that can be used to execute Shipments. Additional entitlements include measures such as Ingestion Limits described below.

3. Simulation and Shipment Limits and Top Up Credits

3.1. Credit Entitlement.

(a) Entitlement rates per Simulation Credit and Shipment Credit are published by IFS and may be updated from time to time.

(b) The applicable entitlement rates are those in effect at the time of use, not at the time of Order Form signature.

(c) Entitlement rates for Simulation Credits and Shipment Credits by type of Simulation / Shipment are set out at the following link: View IFS.ai Logistics - Simulation Credits, Shipment Credits and Ingestion Limits.

(d) IFS reserves the right to adjust entitlement rates at any time.

(e) The entitlement rate for any custom Simulations as and when made available by IFS will be defined by IFS.

3.2. Credit Validity and Top Up Credits.

(a) Simulation Credits and Shipment Credits may only be purchased in pre-defined packs.

(b) All credits are pre-purchased, non-refundable, non-transferable, and are provided on an annual basis on a use it or lose it basis. Credits will be pro-rated in the year of purchase to co-term with the subscription term of the applicable Order Form.

3.3. Ingestion Limits.

(a) Ingestion Limits are included at standard levels based on the Logistics Spend and Logistics Intensity, which will be defined in the applicable Order Form. Ingestion Limits are pre-purchased, non-refundable, non-transferable, and are provided on an annual basis on a use it or lose it basis. Ingestion Limits will be pro-rated in the year of purchase to co-term with the Subscription Term of the applicable Order Form.

(b) Ingestion Limits are measured in the last full 12-month financial period for the Customer.

(c) Ingestion Limits are set out at the following link: View IFS.ai Logistics - Simulation Credits, Shipment Credits and Ingestion Limits.

(d) IFS may notify Customer when approaching or exceeding usage thresholds. Customer must purchase additional entitlement increasing the Ingestion Limits for use beyond the applicable Use Level 3.4. Other Usage Limits.

(a) The SaaS Subscription does not include a cap on the number of Logistics Service Providers ("LSP") or carrier connections, provided the connectors already exist.

(b) Unless otherwise agreed in writing in the applicable Order Form, Customer's entitlement excludes integrating LSP or carriers that do not already exist in the IFS.ai Logistics Software platform.

4. Market Index & Insights.

4.1. If Customer selects to purchase or acquire Market Index & Insights feature from IFS, use of this requires IFS to collect and

process certain Customer Data as Contributed Data as further described in this section.

4.2. IFS will anonymize and aggregate the Contributed Data and will use such data once anonymized and aggregated to contribute to other such data from other customers to generate outputs and to develop, maintain, and improve market indices and comparative insights as further described in the applicable product documentation and this section.

4.3. Once aggregated, the Contributed Data will not identify Customer, its carriers, routes, counterparties or commercial arrangements, and reasonable measures have been taken to avoid Customer to be re-identified using Contributed Data.

4.4. Customer acknowledges that it will not receive direct access to Market Index & Insights in the form of raw datasets, tables or reports. Customer will instead receive analytical outputs, assessments, and recommendations generated through Simulations and platform features that use the Market Index & Insights as an input.

4.5. Customer's only benefit from the Market Index & Insights capability if Customer has purchased or acquired such capability pursuant to section 4.1.

4.6. Customer may choose to cease using Market Index & Insights, at which point no further Contributed Data from Customer will be included in future Market Index & Insights. However, anonymized and aggregated data already incorporated into existing indices will not be removed and will be used for other customers who have purchased or acquired Market Index & Insights.

5. Fees and Term

5.1. The Subscription will commence on the start date specified in the applicable Order Form and continue for the initial Subscription Term stated therein. On expiry of the initial Subscription Term, the Order Form and the Subscription will terminate unless renewed by written agreement of the Parties.

5.2. Fees for Subscription includes access to the IFS.ai Logistics Software platform and the applicable credit package and Ingestion Limit package purchased by Customer. Unless otherwise stated on such Order Form, fees for the Subscription, are payable in advance of the applicable period to which they relate, the first being due on the Order Form start date. Fees are subject to any indexation provisions set forth in the Order Form.

6. Customer Responsibilities

6.1. In addition to its other responsibilities in the Agreement, Customer is responsible for:

(a) the accuracy, completeness, and legality of all Customer Data; and

(b) ensuring that Simulation inputs are accurate, sufficient, and appropriate.

(c) This includes, but is not limited to, provisioning access rights to any instances of IFS or other 3rd party applications, as requested by IFS to ensure the onboarding and deployment process specified by IFS can be executed.

6.2. Customer acknowledges that:

(a) Simulation outputs are advisory only;

(b) IFS do not guarantee savings, outcomes, or performance improvements; and

(c) Customer is solely responsible for decisions and actions taken based on Simulation outputs.

6.3. IFS do not assume liability and expressly excludes liability for carrier performance or non-performance, carrier service levels, or third-party logistics providers.

7. General Terms

7.1. These Product Terms form part of the Agreement and are subject to the AI Terms available at https://www.ifs.com/legal.

8. Definitions

8.1. "Contributed Data" means Customer Data comprising of shipment data, pricing data, rate cards and related logistics execution or planning data submitted, uploaded by or for Customer to the IFS.ai Logistics platform, and aggregated as described in these terms for the purpose of creating Market Index & Insights

8.2 "Ingestion Limit" means the standard entitlement of invoices, shipments and orders uploaded, processed by and/or stored in the IFS.ai Logistics platform. Ingestion Limits are measured as the number of pages or an equivalent data format.

8.3 "Logistics Spend" means the total annual third-party and internal costs incurred by the Customer in planning, executing, managing, and settling the movement, storage, and handling of goods across its supply chain. This includes, without limitation: (a) transportation costs across all modes (including road, rail, ocean, air, parcel, and courier), (b) freight charges, fuel surcharges, accessorials, and duties, (c) payments to carriers, freight forwarders, and logistics service providers, (d) warehousing, distribution, and fulfilment handling costs where directly attributable to the movement of goods, and (e) technology-enabled logistics execution costs processed or managed through a transportation management system (TMS) or equivalent logistics platforms. Logistics Spend is measured on a gross basis prior to rebates, incentives, or recoveries unless otherwise agreed in writing.

8.4 "Logistics Intensity" means a classification of the relative complexity and operational criticality of the Customer's logistics network. It is determined based on the number of origin, fulfilment and / or distribution locations of the Customer's supply chain network.

8.5. "Market Index & Insights" means aggregated, anonymised, and statistically derived indices, metrics, and analytical insights developed by IFS using data contributed by multiple customers and other lawful data sources. Market Index & Insights do not include Customer data that identifies or can reasonably be used to identify, a specific Customer, carrier, route, rate, or commercial arrangement.

8.6 "Shipment" means the generation of a shipment option, quote, or execution request utilising the Subscription.

8.7 "Shipment Credit" means a unit of entitlement consumed each time a Shipment is generated, regardless of outcome.

8.8 "Simulation" means a simulation activity utilizing the IFS.ai Logistics Software's analytical modelling process which enables the evaluation of scenarios that have occurred or may occur within the Customer's logistics or supply chain network.

8.9 "Simulation Credit" means a unit of entitlement consumed upon execution of a Simulation, regardless of the volume of inputs, complexity or output of the Simulation.

C. SAAS DESCRIPTION/SERVICE SPECIFIC TERMS

1. Service Description

1.1. This SaaS Description/Service Specific Terms section sets forth the additional terms and conditions for use of the IFS.ai Logistics, which consists of cloud-based software capabilities designed to enable logistics cost optimisation, network analysis, procurement optimisation, simulation, and shipment decision support across supported IFS environments and other compatible systems as determined by IFS, which is made available as a service ("IFS.ai Logistics Software" and "SaaS" respectively) when purchased under an Order Form.

2. Scope of Service, Capacity and Scalability

2.1. Scope. Subject to the terms and conditions of the Agreement, and subject to full and timely payment of all SaaS fees owed for the SaaS, IFS hereby grants to Customer and Customer hereby accepts, a limited, non-exclusive, non-transferable right for Customer to use the SaaS up to and subject to the Use Level specified in the applicable Order Form and the associated Product Terms ("Use Limitations"). Any additional or other use by Customer which is outside of the Use Limitations, will require additional rights and payment of additional fees.

2.2. Capacity and Scalability. Invoice Ingestion Capacity: SaaS is capable of ingesting invoices containing a minimum of 30,000 shipments per hour. API Order Reception: The SaaS is designed to handle a minimum reception of 1,000 orders per hour via the API.

3. On-boarding

3.1. The Customer acknowledges that access to the SaaS may take approximately three (3) business days from Order Form signature to initially set up and that use of the SaaS is always subject to system requirements.

3.2. Customer shall follow the onboarding processes and procedures specified by IFS to enable access to the SaaS.

3.3. Onboarding services will be provided as outlined at IFS.ai | IFS Community. Any additional services are subject to separate agreement, including (for avoidance of doubt) any consulting or professional services.

4. Service Exclusions

4.1. The Customer acknowledges that neither the SaaS nor any services include:

4.1.1. any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the SaaS and services);

4.1.2. dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintains backups of all Customer Data); or

4.1.3. legal, accounting or other professional or regulated services and that, no assurance is given that the SaaS or services will comply with or satisfy any legal or regulatory obligation of any person.

5. Customer Data

5.1. Except as otherwise expressly agreed in our Agreement or required by applicable law, IFS shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's and Customer Affiliates' businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its, its Customer Affiliates and its Authorised User's needs) and extracts it from the SaaS prior to the termination or expiry of the SaaS.

5.2. IFS routinely undertakes regular backups of the SaaS (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make IFS responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted.

6. Responsibility for Accounts

6.1. Customer shall be responsible for ensuring the security and confidentiality of its user accounts and be responsible for all activity in such user accounts.

7. Warranty and Warranty Restrictions

7.1. Subject to this section, IFS warrants that the IFS.AI Logistics Software will substantially conform to the functional specifications contained in the Documentation. IFS do not warrant or guarantee that the IFS.AI Logistics Software will operate uninterrupted, or that it will be free from minor defects or errors that do not materially affect its performance, or that the applications and functionality contained in the IFS.AI Logistics Software are designed to meet all of Customer's business requirements. Customer's remedy for any breach of the warranty made in this section will be that IFS will use commercially reasonable efforts to repair or replace the affected portion of the IFS.AI Logistics Software at IFS's sole cost and expense. This does not replace additional or alternative remedies which are required by law according to the governing law of the Agreement, which rights and remedies will be as stated in and limited by the other terms of the Agreement.

7.2. The warranty set forth above shall not apply if: (i) the IFS.AI Logistics Software is not used in accordance with the Documentation, (ii) the error is attributable to Customer deviating from the operating instructions specified by IFS for the IFS.AI Logistics Software; (iii) the IFS.AI Logistics Software has been modified, (iv) the error is attributable in any way to the combination of the IFS.AI Logistics Software with another product or products.

7.3. IFS warrants that all services provided by it in respect of the SaaS shall be performed using all commercially reasonable efforts, in a professional manner and by qualified and competent personnel.

8. Support Terms

8.1. IFS will provide Support Services for the SaaS based on the Platinum Support plan available at http://www.ifs.com/legal subject to the following:

8.1.1. Case handling: via email, not IFS Service Center

8.1.2. Platform maintenance as per below section 11

8.1.3. IFS.ai Logistics SaaS support service levels found at help.the7bridges.com/support-sla-and-prioritisation and

8.1.4. payment by the Customer of the applicable fees.

8.2. Support Services shall be available for the SaaS during the applicable Subscription Term specified in the relevant Order Form.

9. Data Retention:

9.1. All Customer Data stored on SaaS platform will be retained for a minimum of 5 years, subject to legal requirements.

10. Availability Targets and Remedies

10.1. Definitions.

10.1.1. "Availability" means such times where the production environment is available, i.e. not being subject to an Outage. The % availability calculation formula, measured over the relevant calendar month, is as follows (where "A" = Availability, "T" = the total hours in the relevant calendar month (calculated in minutes), "O" = Sum of Outages): A = (T – O) x 100% / T.

10.1.2. "Clock-Stop Events" means elapsed time, (a) during Scheduled Downtime, (b) waiting for necessary and requested response, input, assistance or approval from the Customer upon which IFS's performance depends, and/or (c) during which an Excluded Incident exists.

10.1.3. "Excluded Incident" means issues resulting from: (i) Customer or third-party equipment, software or other technology (unless in our direct control); (ii) any usage outside of terms of Agreement; (iii) misuse by users; (iv) any configuration issues that have been agreed or requested by Customer; (v) Factors outside our control, including (1) any force majeure event, (2) telecommunication, internet, failures or delays, (3) hardware, software, networks, power, or telecommunications systems not within IFS' possession, reasonable control or responsibility, (4) actions or inactions by Customers or third parties.

10.1.4. "Outage" means the elapsed net-resolution time during which it is not possible to log-in to the production environment by any User, as determined by IFS from automated health monitoring and system logs, due to a failure in the IFS.ai Logistics platform. The duration of an Outage is measured on a net-resolution time basis from which the accumulated time for all Clock-Stop Events related to the Outage will be deducted, until the Outage has been temporarily or permanently resolved.

10.1.5. "Scheduled Downtime" means any period of scheduled maintenance used to perform any necessary changes, including any period scheduled by IFS.

10.2. Availability Target: The Availability target is 99.5% for the production environment measured monthly. This excludes any downtime resulting from; (a) planned outages and scheduled downtime; (b) Customer's or a third-party's equipment, software or other technology; (c) any usage outside of terms of the Agreement; (d) misuse (for example, unapproved hack or denial of service attack initiated by an authorized user); (e) any configuration issues that have been agreed or requested by Customer; (f) circumstances outside IFS's control, including (i) any force majeure event, (ii) telecommunication, internet, failures or delays, (iii) hardware, software, networks, power, or telecommunications systems not within IFS's possession, reasonable control or responsibility, (iv) actions or inactions by Customer or any third party.

10.3. If the Availability target is not achieved during any six (6) calendar months in any contract year ("Availability Failure"), the Customer may terminate the SaaS on providing at least five (5) days and no more than ninety (90) days written notice to IFS, provided such notice is received by IFS within thirty (30) days of determining such Availability Failure occurred. In the event of termination pursuant to this section Customer will be provided with a pro-rata refund of any fees paid for the SaaS which relates to periods after the date of termination. Termination of the SaaS pursuant to this section shall not impact any software or services separate from the SaaS but on the same Order Form all of which will continue in full force and effect subject to the terms of the agreement in respect thereof. Customer acknowledges that the Availability target is not warranted. The termination right for Availability Failure shall be the Customer's sole remedy with respect to any failure by IFS to meet the applicable Availability target.

11. Platform Maintenance

11.1. Continuous Deployment: IFS utilizes continuous deployment technologies to ensure that SaaS platform can be updated multiple times daily without causing downtime.

11.2. Release Notifications: For all major updates that introduce significant functionality changes, IFS will make available detailed release notes to inform Customers.

11.3. Scheduled Downtime: For major updates that are expected to result in downtime, IFS will schedule the update out of business hours (9-5pm, Monday to Friday, GMT/BST time). Additionally, affected Customers will receive a minimum notification of 48 hours in advance.

11.4. Critical incidents: Incidents requiring immediate resolution may result in downtime of the SaaS platform with no prior notice.

12. Security and Data Protection

12.1. IFS will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Content, as further described in the information security documentation found at www.ifs.com/legal.

12.2. Customer shall (a) use reasonable security precautions for Customer's own IT assets that may be used in connection with its use of the SaaS, e.g. maintain up-to-date virus scanning and operating system security patches and firewall protection; and (b) require each user to use reasonable security precautions. In addition, Customer shall use all reasonable efforts not to take any action or install any software that may preclude or impair IFS's ability to access or administer its network or provide the SaaS.

12.3. Data Protection. The provisions of the Data Processing Addendum found at http://www.ifs.com/legal will apply.

13. AUP

13.1. The Acceptable Use Policy ("AUP") found at http://www.ifs.com/legalwill apply to use and access of the SaaS. Customer shall be responsible for each User's compliance with the AUP.

14. Definitions

14.1. In this SaaS Description:

14.1.1. "End User" means (i) any client and/or customer of the Customer; and (ii) any person to whom the Customer supplies services.

14.1.2. "Processed Data" means: (i) any data generated by or derived from IFS' analysis or processing of Content, and (ii) any data generated by or derived from the Customer's activity on the platform and/or use of the SaaS.

14.1.3. "Relevant Services" means any services provided to End Users by the Customer (and Relevant Service shall be construed accordingly).

14.1.4. "Third Party Data" means third party data provided by IFS to the Customer in connection with the SaaS the use of which is not subject to a separate agreement or licence between the Customer and the relevant third party.

IFS SUCCESS AND ACCELERATE SERVICES TERMS

IFS SUCCESS SUPPORT SERVICES TERMS

1. INTRODUCTION

These IFS Success Support Services terms ("Terms") together with the Order Form and IFS Success Services Attachment, sets forth the description and terms under which IFS will provide and make available IFS Success Support Services purchased.

2. IFS SUCCESS SUPPORT SERVICES

2.1. IFS Success Management

IFS Success Management is the framework around which IFS collaborates with Customer in the provision of the IFS Success Support Services. Central to the framework is Customer Success Management, led by the IFS Customer Success Manager (CSM) who is the single point of contact for IFS Success Support Services and is primarily responsible for engaging and understanding the ongoing aims and objectives of Customer. This understanding will be captured in a working document (Customer Success Plan) which IFS and the Customer will use to share information concerning Customer specific milestones which may impact on Customer's use of the IFS Application Software.

The following activities represent the responsibilities of IFS Success Management:

- Drive feedback and collaboration between IFS and Customer stakeholders concerning the use of IFS Application Software
- Align with the Customer on topics that may impact its usage of the IFS Application Software
- Address any issues arising from quality of the IFS Success Support Services including recommendations for mitigation
- Create and update Customer Success Plan based on recommendations provided across the IFS Success Support Services
- Provide progress reports on items incorporated into the Customer Success Plan
- Consolidate Customer requests for standard Software Documentation and advisories from the IFS Software Centers of Excellence; and
- Coordinate IFS Success Support Services delivery management.

2.2. IFS Success Expert Best Practices

IFS will provide Customer with access to the IFS Success Expert Best Practices as detailed and maintained in the IFS Success Service Description.

The IFS Success Expert Best Practices are standard services and will be provided as per the appropriate IFS Success Service Description as agreed with the CSM. Customer must request these services via the IFS Service Center by completing the relevant request form. CSM will provide guidance if required. Services may be requested at any time but prior to IFS execution Customer must have fulfilled the service prerequisites and comply with the terms specified in "Terms of Use" section below and any specific prerequisites in the IFS Success Service Description.

The IFS Success Expert Best Practices are not intended nor designed to be a replacement for implementation services or project based work nor can they be used to deliver:

- Customized Software
- Code or complex configurations; or
- tailored training.

All IFS Success Expert Best Practices are subject to change and removal, please refer to the IFS Success Service Description for the latest list of available IFS Success Expert Best Practices. Any IFS Success Expert Best Practices that have been confirmed by IFS will be provided as planned unless agreed otherwise by both Parties.

2.3. Service Levels

For any IFS Success Expert Best Practices requested by Customer IFS will observe the following service levels for the response and completion of such IFS Success Expert Best Practices:

Target Response Time

IFS will respond to an IFS Success Expert Best Practice service request with a target response time of two (2) business days. For the avoidance of doubt, a response is an acknowledgement of a request submitted via the IFS Service Center. Within five (5) business days IFS will endeavor to provide Customer an initial plan of action including any prerequisites Customer must complete for the requested IFS Success Expert Best Practice service to enable the request to be finalized with the correct IFS Center of Excellence.

Commencement Target Time for IFS Success Expert Best Practice Service

Customer Request Notice Period	IFS Prioritization
12 weeks in advance	Committed, confirmed for dates requested
8-11 weeks in advance	Committed, confirmed with reasonable efforts on dates requested
4-7 weeks in advance	Confirmed, not committed, commercially reasonable efforts on provision and dates requested
<4 weeks in advance	Not committed, IFS will make available if capacity allows on provision and dates requested (no commitment to reasonable or commercially reasonable efforts)

2.4. **IFS Operational Success**

IFS Operational Success (previously referred to as “AMS Services” or “AMS”) is a set of distinct activities to embed and enhance Customer’s usage of IFS Application Software by handling tactical operational IFS Application Software related tasks as required. IFS Operational Success Services are provided as remote support services. All reporting, communication and documentation will be provided in English.

The IFS Operational Success Services comprise a two-tier service consisting of IFS Competency Center and Operational Support as detailed and maintained in the IFS Success Service Description.

Customer must request these services via the IFS Service Center by completing the relevant request form.

IFS Operational Success Services Delivery Management (“SDM”) is the initial point of contact for overall management of the Operational Success Services, governance and any exceptional actions raised through the Operational Success Services term.

The SDM will fulfil the following obligations:

- Weekly reviews and status updates including a summary of incident type and volumes
- Monthly management updates summarizing Services monthly usage and plan service demand for a rolling + three (3) months ahead
- Proactively advise the Customer to identify opportunities to improve processes, practices and IFS Application Software adoption
- Provide inputs to CSM for executive/management review meetings; and
- Take ownership, where agreed, of qualified critical and high priority IFS Application Software incidents

During Operational Success Service Hours, IFS will respond to Tickets with target response time objectives set forth below:

Type of Ticket	Target Response Time

Tickets raised to the IFS Competency Center.	IFS will respond to the Ticket with a target response time of two (2) hours. For the avoidance of doubt, a response is an acknowledgement of receipt of a Ticket and an intention to begin work to resolve or triage the Ticket. Within one (1) business day IFS will endeavor to triage the Ticket to the correct support or service provider and provide an initial plan of action.
Tickets triaged as an Operational Tickets that is within the agreed requirement skillset defined herein	IFS will initiate work on the Ticket by the start of the next ensuing full business day or earlier when availability exists, as applicable. IFS will endeavor to close Operational Tickets within fifteen (15) business days.

3. IFS OPTIONAL SUPPLEMENTARY SUPPORT SERVICES

Below sets out a summary scope of the IFS Optional Supplementary Support Services, only those applicable to the Success Services purchased by Customer apply.

3.1. IFS Academy Digital Content

A supplementary service to IFS Success Support Services that gives access to all IFS Academy digital content for customers for the number of named users specified in the Success Support Service Entitlements table in the Attachment.

The users accessing the content will be determined by the customer themselves through IFS Academy admin login.

3.2. IFS Synergy Service

A supplementary service to IFS Success Support Services that engages customers with multiple companies or entities and guides alignment between their corporate business strategy and IFS Application Software across their business entities.

The service will:-

- Guide customer on their transformation journey and how IFS application Software can support customer strategic goals
- Foster alignment and consistency across customer business entities boosting efficiency and reducing costs
- Provide high-level advisory support on appropriate operating models, evergreen strategies and business process
- Align business and IT best practices including IT organization, governance and architecture

The customer must appoint a primary point of contact for coordination and communication throughout the Synergy Service engagement.

3.3. IFS Replication Monitoring Service

A supplementary service to IFS Success Support Services, designed to support the monitoring of both the customer's onshore (primary) database and offshore (remote) database.

This stand-ready service provides automated alerts in the event of database synchronisation failures and generates detailed error logs. These errors may arise from configuration issues, policy non-compliance, user input errors, data inconsistencies, or connectivity problems.

Upon receiving an alert, customers have the option to take corrective action, which may include engaging with IFS for further guidance through the Operational Support or Expert Best Practice services.

4. Terms of Use

The following services are subject to the following terms of use:-

4.1. IFS SUCCESS SUPPORT SERVICES

4.1.1. IFS Success Expert Best Practices

IFS Success Expert Best Practices may be requested at any time but are subject to the Fair Usage Statement and the following terms of use:

- The request must be signed off by the Customer sponsor, commercially responsible for the IFS Success Services

- A primary recipient of the service must be named during the provision of the service
- The request and primary recipient must be captured in the Customer Success Plan
- It is Customer's responsibility to provide any required documentation (listed under each IFS Success Expert Best Practice) to CSM
- Access to the business sponsor and the primary recipient of the service for Q&A
- Some services are subject to a frequency check as stated in the IFS Success Service Description
- Any IFS Success Expert Best Practice re-ordered maybe addressed with recordings and material provided from the previous time the Expert Best Practice was provided
- IFS Success Expert Best Practices are provided remotely but Customer may raise an exceptional request for the service to be provided on-site. Any travel time and expense incurred by the requirement for an IFS Success Expert Best Practice being provided on-site, in full or in part, will be borne by Customer.

4.1.2. IFS Operational Success

IFS Operational Success may be requested at any time but is subject to the Fair Usage Statement and the following terms of use:

- All pre-requisites must be met prior to provision of a service
- In the case that Customer raise multiple (three (3) or more) Tickets explicitly similar in nature, with a prevalent topic and similar symptoms or requests, IFS may group these incidents/requests and resolve as a single activity, where reasonably possible
- The primary language for Operational Success is English
- Operational Success Services are provided remotely.

Insofar as it relates to the Operational Success Services provided hereunder, IFS will conduct such activities on behalf of the Customer subject to Customers reasonable internal controls.

In the exceptional case that recovery of the Customer production environment is required, IFS' responsibility is limited to necessary actions (determined by IFS acting reasonably) due to:

- Any incorrect actions made by IFS in provision of the Operational Success Services, or
- A recovery required solely as a result of IFS negligent instruction while providing any Operational Success Services, or
- any change as requested and mutually agreed by Customer and IFS.

IFS' recovery responsibility above will be considered discharged if IFS (or Customer with assistance from IFS) recovers the production environment to the last successful available back-up.

Customer will allow IFS to provide instruction for or perform (where IFS hosts the environment as part of IFS Cloud Services) such recovery and shall not engage a third party to do so without IFS consent.

IFS' responsibility shall in any event exclude any recovery (a) caused or contributed to by Customer or anyone acting for or on behalf of Customer, including without limitation Customer's incorrect or unpermitted modification or use of the IFS Application Software (b) caused by or related to any Customer content or non-IFS software or services used by Customer in conjunction with the IFS Application Software, (c) occurring while IFS Application Software being in a Non-Current State or (d) as a result of anything out of the reasonable control of IFS.

IFS acknowledge that all Customer Data, including all intellectual property rights therein, are owned or licensed by Customer. Customer grants to IFS, without charge or royalty all necessary licenses and rights in relation to the Customer Data solely for IFS to perform its obligations hereunder, including without limitation the right to store, record, transmit and display the Customer Data for such limited purpose. IFS will not access or view Customer Data except as reasonably necessary to provide the Operational Success Services. IFS will not remove or alter any copyright or other proprietary notice on or in any Customer Data without Customer's consent. Customer is aware that IFS, for the purposes of fulfilling its contractual obligations to Customer hereunder, may permit Customer Data to be accessed or viewed by other IFS Affiliates or subcontractors, including foreign nationals, located in and/or outside of the country or countries in which Customer operates.

4.2. IFS OPTIONAL SUPPLEMENTARY SUPPORT SERVICES

4.2.1. IFS Academy Digital Content

- Digital Content is purchased for a contract period and once purchased are non-refundable

- Digital Content can be added at any time to a Contract Period and will be charged on a pro-rata basis where appropriate
- The Academy Digital Content terms can be found in the Product Terms on www.ifs.com/legal.

4.2.2. IFS Synergy Service

- Synergy Service is purchased per annual period at the beginning of the contract term and once purchased is non-refundable
- The Synergy Service is coordinated by an IFS Synergy Lead
- It is Customer's responsibility to ensure an adequate level of engagement and participation in this service
- Initiatives identified as part of the Synergy Service will be tracked and managed in the success plan.

4.2.3. IFS Replication Monitoring Services

- The Replication Monitoring Service is purchased for a contract period and once purchased is non-refundable
- It is the Customer's responsibility to ensure appropriate access is granted to their solution to facilitate monitoring.
- The number of remote locations included in the monitoring scope is subject to annual review.
- Customers will not be granted direct access to the Operational Intelligence (OI) solution; all configuration and management are handled exclusively by IFS.

5. CUSTOMER RESPONSIBILITIES

The Customer must have and maintain a valid support services/support and maintenance agreement to benefit from the Success Support Services hereunder. Expressly in addition to the support services/support and maintenance services provided to Customer under separate order(s) with IFS, IFS Success Support Services provide an enhanced level of professional support as further described in the Attachment and these Success Terms.

6. ASSUMPTIONS

Customer acknowledges that Success Support Services are based on certain assumptions including those set forth below:

- Customer has an in-house capability to provide first line support
- Customer will provide a single point of contact to work with IFS CSM that has the required skills and experience to follow-up and coordinate the Success Support Services effectively
- An initial Customer Success Plan will be agreed and documented as the first task on commencement of the IFS Success Support Services and prior to the start of any other IFS Success Support Services
- All documentation will be provided in English unless otherwise agreed by both parties
- Customer will assign necessary business and IT resources as and when needed.

7. CHANGE REQUEST PROCEDURE

7.1. During the Success Support Term, Customer can request additional Success Support Services and either Party can request changes to the Success Support Services. Such changes shall be documented in a change request signed by both Parties ("Change Request"). When one Party initiates a change request (the "Requesting Party"), the other Party ("Responding Party") will use reasonable efforts to respond to such change request with ten (10) business days of receipt. Further, both Parties will use reasonable efforts to either fully execute such change request or mutually agree to abandon such change request within thirty (30) business days of the Responding Party's receipt of the change request. IFS will not perform under a change request until agreed and signed by the Parties.

8. ADDITIONAL TERMS

8.1. Transition from IFS

In the event of termination or expiration of the Success Support Services, Customer may request and IFS will provide Customer with a professional handover and knowledge transfer subject to execution of a contract for such work and payment of additional charges.

PRODUCT TERMS

9. DEFINITIONS

9.1. **The definitions used in this Attachment have the meaning given to them below:**

"Application Software", "IFS Application Software" or "IFS AS" means IFS' standard, unmodified proprietary application software products, modules, applications, "apps" and programs Success (but, for the avoidance of doubt, excluding any third-party software included therein or associated therewith) which Customer has licensed and/or been granted the right to access and use. It is limited to machine readable code (generally referred to as executable or object code) and the user instructions included in the Software Documentation. It does not include vocabularies and other items generally referred to as source code, nor any descriptions not included in the Software Documentation.

"Centers of Excellence" or "CoE" are IFS functional units that contains assets, documentation and expertise regarding IFS Application Software.

"Change Request" has the meaning given in section 7.

"Competency Center" means services to manage Tickets, provide basic functional assistance and where appropriate triage the ticket to the relevant support or service provided for resolution.

"Customer Data" means all data and all content provided by Customer to IFS in the course of IFS providing the Operational Success Services, including all intellectual property rights embodied in such data or content.

"IFS Academy digital content for customers" includes self-paced foundation & advanced e-learning courses, accessed via the IFS Academy Portal.

"Implementation" means activities to deploy IFS standard software capabilities that had previously not been available to the Customer, with the aim of production ready IFS software.

"Non-Current State" means where Customer IFS Application Software and/or environment is not current, i.e. that does not have the latest updates and resolutions installed and/or for which the applicable Support Period has expired.

"Operational Ticket" means services to manage Tickets qualified to enter the operations tier of the IFS Operational Success Service. Typically involving tasks to operate the application, including administration, configuration or the change data in the application on the Customers behalf.

"Project Work" means activities typically defining a scope which is captured in a statement of work and contracted with a third party to deliver.

"Service Delivery Management" means the initial point of contact for Operational Success Service escalation and proactive management.

"Software Documentation" means the reference on-line manual produced by IFS describing the function of, and provided together with, the Application Software. It does not include any general descriptions, collateral, training material or other materials not included in the on-line manual.

"Success Support Services" means the enhanced support services made up of IFS Success Management and other enhanced support services purchased as indicted in the Attachment and these Success Terms comprising any of IFS Success Expert Best Practices and/or IFS Success Operational Application Management Support.

"Success Service Description" means the document found in IFS Knowledge base Success Service Description.

"Success Unit" or "SUN" means a unit of measure to calculate the usage made of the applicable Success Support Services.

"Support Period" means the period designated by IFS during which a particular release or version of the applicable Application Software product or module will be supported and maintained by IFS.

“Ticket” means, a discrete request raised by the Customer through a valid IFS Success Support Services agreement including IFS Operational Success Services and is to be managed by the IFS Operational Success Competency Center.

IFS ACCELERATE TERMS

1. INTRODUCTION

These IFS Accelerate terms ("Terms") together with the Order Form sets forth the description and terms under which IFS will provide and make available IFS Accelerate.

2. IFS ACCELERATE SUPPORT SERVICES

IFS Accelerate is part of IFS Accelerate Support Services, a three-tier service offering comprising IFS Accelerate, IFS Accelerate Pro, and IFS Accelerate Max. IFS Accelerate is included with the customers IFS Cloud subscription where specified as such in the Order Form.

2.1. IFS Accelerate

IFS Accelerate consists of the Customer Value Portal which is a digital, AI-powered self-service offering that provides insights, advice and guidance, and access to IFS Academy Digital Content to support adoption, optimization, and value realization of IFS Application Software. IFS Accelerate is designed to enable consistent adoption and value realization across the IFS lifecycle through the Customer Value Portal. Further information can be found in the Accelerate Service Description.

For the avoidance of doubt, IFS Accelerate does not include Operational Accelerate Services, ticket-based support, or advisory services delivered under IFS Accelerate Pro.

IFS Accelerate includes access to IFS Academy Digital Content. Such content is intended to support user enablement, knowledge development, and adoption of IFS products and services throughout the Customer lifecycle. The allocation and administration of named user access shall be the responsibility of the Customer through IFS Academy admin login and subject to the terms and conditions for the IFS Academy available in Terms of Use section on Legal.

2.2. IFS Academy Digital Content

IFS Accelerate enables Customer access to all IFS Academy Digital Content for nominated users. The users accessing the IFS Academy Digital Content will be determined by the Customer themselves through IFS Academy admin login.

3. Terms

IFS Accelerate is subject to the following terms of use:

- CVP is provided exclusively through digital channels.
- Insights and advice are AI-generated and should be verified by a human before relied upon or implemented.
- Customer remains responsible for the accuracy and quality of data inputs which is used to generate outputs, as well as for any actions taken based on CVP outputs. IFS AI Terms in the Product Terms on ifs.com/legal apply to the use of CVP.
- Customer must appoint an administrator responsible for user access to CVP (max 10 named users) and service administration.
- IFS may add, modify, or retire CVP features and apply reasonable usage limitations.
- Consultancy, advisory services, workshops, training, or other services outside the scope of IFS Accelerate.

4. DEFINITIONS

The definitions used in these Terms have the meaning given to them below:

"Accelerate Service Description" means the document found in IFS Knowledge base Accelerate Service Description.

"Accelerate Support Services" means, collectively IFS Accelerate, IFS Accelerate Pro, IFS Accelerate Max and any supplementary support services purchased.

"Customer Value Portal or CVP" refers to a centralized digital hub that provides customers with clear visibility into the value realized from IFS Application Software.

"IFS Academy Digital Content", includes on-demand foundation & advanced capability digital content collections, accessed via the IFS Academy Portal.

IFS ACCELERATE PRO AND IFS ACCELERATE MAX TERMS

1. INTRODUCTION

These IFS Accelerate Pro and IFS Accelerate Max terms ("Terms") together with the Order Form and IFS Accelerate Services Attachment, sets forth the description and terms under which IFS will provide and make available IFS Accelerate Pro and IFS Accelerate Max Support Services purchased.

2. IFS ACCELERATE PRO AND IFS ACCELERATE MAX

IFS Accelerate Support Services is a three-tier service offering comprising IFS Accelerate, IFS Accelerate Pro, and IFS Accelerate Max. IFS Accelerate Pro and IFS Accelerate Max are included where specified in the applicable entitlements table in the IFS Accelerate attachment to the applicable Order Form.

IFS Accelerate Pro, and IFS Accelerate Max refer to the individual service tiers. Services referencing a specific tier apply only to that tier unless otherwise stated. Where an entitlement, feature, or obligation applies to all tiers, it is described without repeating the service family name.

2.1. IFS Accelerate Pro

2.1.1. IFS Accelerate Management

IFS Accelerate Management is the framework around which IFS collaborates with Customer in the provision of the IFS Accelerate Pro. Central to the framework is Accelerate Management, led by the IFS Customer Success Manager (CSM) who is the single point of contact for IFS Accelerate Pro and is primarily responsible for engaging and understanding the ongoing aims and objectives of Customer. This understanding will be captured in a working document (Customer Success Plan) which IFS and the Customer will use to share information concerning Customer specific milestones which may impact on Customer's use of the IFS Application Software.

The following activities represent the responsibilities of IFS Accelerate Management:

- Drive feedback and collaboration between IFS and Customer stakeholders concerning the use of IFS Application Software
- Provide recommendations and suggest next best actions based on Customer Value Portal insight
- Align with the Customer on topics that may impact its usage of the IFS Application Software
- Address any issues arising from quality of the IFS Accelerate Pro including recommendations for mitigation
- Create and update Customer Success Plan based on recommendations provided across the IFS Accelerate Pro
- Provide progress reports on items incorporated into the Customer Success Plan
- Consolidate Customer requests for standard Software Documentation and advisories from the IFS Software Centers of Excellence; and
- Coordinate IFS Accelerate Pro delivery management.

2.1.2. IFS Accelerate Expert Best Practices

IFS will provide Customer with access to the IFS Accelerate Expert Best Practices as detailed and maintained in the IFS Accelerate Service Description.

The IFS Accelerate Expert Best Practices are standard services and will be provided as per the appropriate IFS Accelerate Service Description as agreed with the CSM. Customer must request these services via the IFS Service Center by completing the relevant request form. CSM will provide guidance if required. Services may be requested at any time but prior to IFS execution Customer must have fulfilled the service prerequisites and comply with the terms specified in "Terms of Use" section below and any specific prerequisites in the IFS Accelerate Service Description.

The IFS Accelerate Expert Best Practices are not intended nor designed to be a replacement for implementation services or project-based work. They may, however, be used to provide expert advice, governance guidance, reviews, and best practice recommendations to support the Customer in fulfilling its project responsibilities and making informed decisions throughout an implementation or transformation initiative. The Customer retains responsibility for project execution and delivery. Accordingly, the services cannot be used to deliver:

- Customized Software
- Code or complex configurations; or
- Tailored training.

All IFS Accelerate Expert Best Practices are subject to change and removal, please refer to the IFS Accelerate Service Description for the latest list of available IFS Accelerate Expert Best Practices. Any IFS Accelerate Expert Best Practices that have been confirmed by IFS will be provided as planned unless agreed otherwise by both Parties.

2.1.3. **Service Levels**

For any IFS Accelerate Expert Best Practices requested by Customer IFS will observe the following service levels for the response and completion of such IFS Accelerate Expert Best Practices:

Target Response Time
IFS will respond to an IFS Accelerate Expert Best Practice service request with a target response time of two (2) business days. For the avoidance of doubt, a response is an acknowledgement of a request submitted via the IFS Service Center. Within five (5) business days IFS will endeavor to provide Customer an initial plan of action including any prerequisites Customer must complete for the requested IFS Accelerate Expert Best Practice service to enable the request to be finalized with the correct IFS Center of Excellence.

Commencement target time for IFS Accelerate Expert Best Practice Service

Customer Request Notice Period	**IFS Prioritization**
12 weeks in advance	Committed, confirmed for dates requested
8-11 weeks in advance	Committed, confirmed with reasonable efforts on dates requested
4-7 weeks in advance	Confirmed, not committed, commercially reasonable efforts on provision and dates requested
<4 weeks in advance	Not committed, IFS will make available if capacity allows on provision and dates requested (no commitment to reasonable or commercially reasonable efforts)

2.1.4. **IFS Operational Accelerate Services**

IFS Operational Accelerate Services is a set of distinct activities to embed and enhance Customer's usage of IFS Application Software by handling tactical operational IFS Application Software related tasks as required. IFS Operational Accelerate Services are provided as remote support services. All reporting, communication and documentation will be provided in English.

The IFS Operational Accelerate Services comprise a two-tier service consisting of IFS Competency Center and Operational Support as detailed and maintained in the IFS Accelerate Service Description.

Customer must request these services via the IFS Service Center by completing the relevant request form.

IFS Operational Accelerate Services Delivery Management ("SDM") is the initial point of contact for overall management of the Operational Accelerate Services, governance and any exceptional actions raised through the Operational Accelerate Services term.

The SDM will fulfil the following obligations:

- Weekly reviews and status updates including a summary of incident type and volumes
- Monthly management updates summarizing Services monthly usage and plan service demand for a rolling + three (3) months ahead
- Proactively advise the Customer to identify opportunities to improve processes, practices and IFS Application Software adoption
- Provide inputs to CSM for executive/management review meetings; and
- Take ownership, where agreed, of qualified critical and high priority IFS Application Software incidents

During Operational Accelerate Service Hours, IFS will respond to Tickets with target response time objectives set forth below:

Type of Ticket	Target Response Time
Tickets raised to the IFS Competency Center.	IFS will respond to the Ticket with a target response time of two (2) hours. For the avoidance of doubt, a response is an acknowledgement of receipt of a Ticket and an intention to begin work to resolve or triage the Ticket.

	Within one (1) business day IFS will endeavor to triage the Ticket to the correct support or service provider and provide an initial plan of action.
Tickets triaged as an Operational Tickets that is within the agreed requirement skillset defined herein	IFS will initiate work on the Ticket by the start of the next ensuing full business day or earlier when availability exists, as applicable. IFS will endeavor to close Operational Tickets within fifteen (15) business days.

2.2. IFS Accelerate Max

The IFS Accelerate Max service is focused on customers with multiple companies or entities and guides alignment between their corporate business strategy and IFS Application Software across their business entities.

As part of the service IFS will:

- Guide Customer on their transformation journey and how IFS application Software can support customer strategic goals
- Foster alignment and consistency across Customer business entities with the aim for Customer to boost efficiency and where applicable reduce costs
- Provide high-level advisory support on appropriate operating models, evergreen strategies and business process
- Assist the Customer to align business and IT best practices including IT organization, governance and architecture

The Customer must appoint a primary point of contact for coordination and communication throughout the IFS Accelerate Max service engagement.

3. IFS SUPPLEMENTARY SUPPORT SERVICES

Below sets out a summary scope of the IFS Supplementary Support Services, only those applicable to the Accelerate Services purchased by Customer apply.

3.1. IFS Academy Digital Content

A supplementary service to IFS Accelerate Support Services that enables Customer to extend access to all IFS Academy Digital Content for additional users specified in the Accelerate Support Service Entitlements table in the IFS Accelerate Attachment to the Order Form.

The users accessing the content will be determined by the Customer themselves through IFS Academy admin login and subject to the terms and conditions of the IFS Academy Digital Content service.

IFS Academy Digital Content – Additional Users are purchased for a contract period and once purchased are non-refundable. Users can be added at any time during a Contract Period and will be charged on a pro-rata basis. The Academy Digital Content terms can be found in the Product Terms on www.ifs.com/legal.

3.2. IFS Replication Monitoring Service

A supplementary service to IFS Accelerate Pro, designed to support the monitoring of both the Customer's onshore (primary) database and offshore (remote) database.

This stand-ready service provides automated alerts in the event of database synchronisation failures and generates detailed error logs. These errors may arise from configuration issues, policy non-compliance, user input errors, data inconsistencies, or connectivity problems.

Upon receiving an alert, Customer has the option to take corrective action, which may include engaging with IFS for further guidance through the Operational Accelerate Services or Expert Best Practice services.

The Replication Monitoring Service is purchased for a Contract Period and once purchased is non-refundable.

It is the Customer’s responsibility to ensure appropriate access is granted to their solution to facilitate monitoring.

The number of remote locations included in the monitoring scope is subject to annual review.

Customer will not be granted direct access to the Operational Intelligence (OI) solution currently used by IFS to conduct such monitoring; all configuration and management is handled exclusively by IFS.

4. Terms of Use

The following services are subject to the following terms of use:

4.1. IFS Accelerate Pro

- Customer must have an active IFS Accelerate agreement.

4.1.1. IFS Accelerate Expert Best Practices

IFS Accelerate Expert Best Practices may be requested at any time but are subject to the Fair Usage Statement and the following terms of use:

- The request must be signed off by the Customer sponsor, commercially responsible for the IFS Accelerate Services
- A primary recipient of the service must be named during the provision of the service
- The request and primary recipient must be captured in the Customer Success Plan
- It is Customer's responsibility to provide any required documentation (listed under each IFS Accelerate Expert Best Practice) to CSM
- Access to the business sponsor and the primary recipient of the service for Q&A
- Some services are subject to a frequency check as stated in the IFS Accelerate Service Description
- Any IFS Accelerate Expert Best Practice re-ordered may be addressed with recordings and material provided from the previous time the Expert Best Practice was provided
- IFS Accelerate Expert Best Practices are provided remotely but Customer may raise an exceptional request for the service to be provided on-site. Any travel time and expense incurred by the requirement for an IFS Accelerate Expert Best Practice being provided on-site, in full or in part, will be borne by Customer.

4.1.2. IFS Operational Accelerate Services

IFS Operational Accelerate Services may be requested at any time but is subject to the Fair Usage Statement and the following terms of use:

- All pre-requisites must be met prior to provision of a service
- In the case that Customer raise multiple (three (3) or more) Tickets explicitly similar in nature, with a prevalent topic and similar symptoms or requests, IFS may group these incidents/requests and resolve as a single activity, where reasonably possible
- The primary language for Operational Accelerate is English
- Operational Accelerate Services are provided remotely.

Insofar as it relates to the Operational Accelerate Services provided hereunder, IFS will conduct such activities on behalf of the Customer subject to Customers reasonable internal controls.

In the exceptional case that recovery of the Customer production environment is required, IFS' responsibility is limited to necessary actions (determined by IFS acting reasonably) due to:

- Any incorrect actions made by IFS in provision of the Operational Accelerate Services, or
- A recovery required solely as a result of IFS negligent instruction while providing any Operational Accelerate Services, or
- any change as requested and mutually agreed by Customer and IFS.

IFS' recovery responsibility above will be considered discharged if IFS (or Customer with assistance from IFS) recovers the production environment to the last successful available back-up.

Customer will allow IFS to provide instruction for or perform (where IFS hosts the environment as part of IFS Cloud Services) such recovery and shall not engage a third party to do so without IFS consent.

IFS' responsibility shall in any event exclude any recovery (a) caused or contributed to by Customer or anyone acting for or on behalf of Customer, including without limitation Customer's incorrect or unpermitted modification or use of the IFS Application Software (b) caused by or related to any Customer content or non-IFS software or services used by Customer in conjunction with the IFS Application Software, (c) occurring while IFS Application Software being in a Non-Current State or (d) as a result of anything out of the reasonable control of IFS.

IFS acknowledge that all Customer Data, including all intellectual property rights therein, are owned or licensed by Customer. Customer grants to IFS, without charge or royalty all necessary licenses and rights in relation to the Customer Data solely for IFS to perform its obligations hereunder, including without limitation the right to store, record, transmit and display the Customer Data for such limited purpose. IFS will not access or view Customer Data except as reasonably necessary to provide the Operational Accelerate Services. IFS will not remove or alter any copyright or other proprietary notice on or in any Customer Data without Customer's consent. Customer is aware that IFS, for the purposes of fulfilling its contractual obligations to Customer hereunder, may permit Customer Data to be accessed or viewed by other IFS Affiliates or subcontractors, including foreign nationals, located in and/or outside of the country or countries in which Customer operates.

4.1.3. **IFS Accelerate Max**

IFS Accelerate Max is subject to the following terms:

- Customer must have an active IFS Accelerate and IFS Accelerate Pro agreement
- IFS Accelerate Max is purchased per Contract Period at the beginning of the contract term and once purchased is non-refundable
- IFS Accelerate Max is coordinated by an IFS Accelerate Max Lead
- It is Customer's responsibility to ensure an adequate level of engagement and participation in this service
- Initiatives identified as part of IFS Accelerate Max will be tracked and managed in the Customer Success Plan.

4.2. **Fair Usage Statement**

The IFS Accelerate Pro and IFS Accelerate Max Support Services are delivered on a stand-ready basis. This means IFS maintains the capacity and readiness to deliver support as needed throughout each 12-month contract period, irrespective of actual use. The associated fees reflect this guaranteed availability, not specific volumes of usage.

To help ensure fair and sustainable access to shared resources, IFS applies indicative usage thresholds based on Subscription Units ("Thresholds") as stated in the IFS Accelerate Attachment to the Order Form. These are not fixed entitlements, but reference levels developed in alignment with the Customer's expected usage profile and business priorities, as shared during onboarding and documented in the Customer Success Plan.

IFS recognizes that actual usage may vary from projections depending on evolving priorities, and it does not automatically adjust fees or service levels when Thresholds are exceeded. Where usage remains within a reasonable variance, no action is typically required.

Only in cases where usage is excessive, and/or impacts the quality or availability of service, will IFS initiate a good faith negotiation with the Customer. Any additional scope or fees proposed, as mutually agreed, will be documented via an amendment or change request.

Conversely, under-usage of the service during any 12-month contract period does not entitle the Customer to a refund, credit, or carry forward of unused capacity. Each contract year represents a discrete period of availability, designed around anticipated value delivery.

IFS encourages regular engagement with the assigned Customer Success Manager (CSM) to ensure the service continues to support the Customer's objectives effectively. Limited usage of the service shall not be considered a failure by IFS to deliver contracted services.

For the avoidance of doubt where no Threshold is stated for IFS Accelerate Pro and IFS Accelerate Max terms are not activated or available to Customer.

5. Customer Responsibilities

The Customer must have and maintain a valid support services/support and maintenance agreement to benefit from the Accelerate Support Services hereunder. Expressly in addition to the support services/support and maintenance services provided to Customer under separate order(s) with IFS, IFS Accelerate Support Services provide an enhanced level of professional support as further described in the IFS Accelerate Services Attachment and these Terms.

6. Assumptions

Customer acknowledges that Accelerate Support Services are based on certain assumptions including those set forth below:

- Customer has an in-house capability to provide first line support
- Customer will provide a single point of contact to work with IFS CSM that has the required skills and experience to follow-up and coordinate the Accelerate Support Services effectively
- An initial Customer Success Plan will be agreed and documented as the first task on commencement of the IFS Accelerate Support Services and prior to the start of any other IFS Accelerate Support Services
- All documentation will be provided in English unless otherwise agreed by both parties
- Customer will assign necessary business and IT resources as and when needed.

7. Change Request Procedure

During the Accelerate Support term specified in the IFS Accelerate Attachment to the applicable Order Form, Customer can request additional Accelerate Support Services and either Party can request changes to the Accelerate Support Services. Such changes shall be documented in a change request signed by both Parties ("Change Request"). When one Party initiates a change request

(the "Requesting Party"), the other Party ("Responding Party") will use reasonable efforts to respond to such change request with ten (10) business days of receipt. Further, both Parties will use reasonable efforts to either fully execute such change request or mutually agree to abandon such change request within thirty (30) business days of the Responding Party's receipt of the change request. IFS will not perform under a change request until agreed and signed by the Parties.

8. Additional Terms

8.1. Transition from IFS

In the event of termination or expiration of the Accelerate Support Services, Customer may request and IFS will provide Customer with a professional handover and knowledge transfer subject to execution of a contract for such work and payment of additional charges.

9. Definitions

The definitions used in this Attachment have the meaning given to them below:

"Application Software", "IFS Application Software" or "IFS AS" means IFS' standard, unmodified proprietary application software products, modules, applications, "apps" and programs Accelerate (but, for the avoidance of doubt, excluding any third-party software included therein or associated therewith) which Customer has licensed and/or been granted the right to access and use. It is limited to machine readable code (generally referred to as executable or object code) and the user instructions included in the Software Documentation. It does not include vocabularies and other items generally referred to as source code, nor any descriptions not included in the Software Documentation.

"Accelerate Service Description" means the document found in IFS Knowledge base Accelerate Service Description.

"Accelerate Support Services" means, collectively IFS Accelerate, IFS Accelerate Pro, IFS Accelerate Max and any supplementary support services purchased.

"Change Request" has the meaning given in section 7.

"Competency Center" means services to manage Tickets, provide basic functional assistance and where appropriate triage the ticket to the relevant support or service provided for resolution.

"Customer Data" means all data and all content provided by Customer to IFS in the course of IFS providing the Operational Accelerate Services, including all intellectual property rights embodied in such data or content.

"Customer Value Portal or CVP" refers to a centralized digital hub that provides customers with clear visibility into the value realized from their IFS Application Software.

"IFS Academy Digital Content", includes on-demand foundation & advanced capability digital content collections, accessed via the IFS Academy Portal.

"Implementation" means activities to deploy IFS standard software capabilities that had previously not been available to the Customer, with the aim of production ready IFS software.

"Non-Current State" means where Customer IFS Application Software and/or environment is not current, i.e. that does not have the latest updates and resolutions installed and/or for which the applicable Support Period has expired.

"Operational Ticket" means services to manage Tickets qualified to enter the operations tier of the IFS Operational Accelerate Service. Typically involving tasks to operate the application, including administration, configuration or the change data in the application on the Customers behalf.

"Project Work" means activities typically defining a scope which is captured in a statement of work and contracted with a third party to deliver.

"Service Delivery Management" means the initial point of contact for Operational Accelerate Service escalation and proactive management.

"Software Documentation" means the reference on-line manual produced by IFS describing the function of, and provided together with, the Application Software. It does not include any general descriptions, collateral, training material or other materials not included in the on-line manual.

"Subscription Unit" or "SUN" means a unit of measure to calculate the usage made of the applicable Accelerate Support Services.

"Support Period" means the period designated by IFS during which a particular release or version of the applicable Application Software product or module will be supported and maintained by IFS.

"Ticket" means, a discrete request raised by the Customer through a valid IFS Accelerate Support Services agreement including IFS Operational Accelerate Services and is to be managed by the IFS Operational Accelerate Competency Center.

IFS PARTNER ACCELERATE SERVICES TERMS

1, INTRODUCTION

These Partner Accelerate Terms ("Terms") together with the Order Form and IFS Partner Accelerate Services Attachment, sets forth the description and terms under which IFS will provide and make available the Partner Accelerate Services purchased. The terms of the partner agreement between IFS and Partner ("Partner Master Agreement") shall govern the provision of Partner Accelerate Services. Defined terms used in these terms shall have the meaning given to them in the Partner Master Agreement or the Definitions section of these terms.

1.1. Partner Accelerate Service Entitlements

During the Accelerate Services Term of Partner Accelerate Services the Partner shall have available the following entitlements:

- IFS Partner Accelerate Management
- IFS Partner Accelerate Expert Best Practices
- IFS Partner Accelerate Operational Accelerate Services

2. IFS PARTNER ACCELERATE SERVICES

IFS Accelerate Management

IFS Accelerate Management is the framework around which IFS collaborates with Partner. Central to the framework is Partner Success Management led by a PSM who is the primary point of contact for Partner Accelerate Services and is primarily responsible for engaging and understanding the ongoing aims and objectives of the Partner. This understanding will be captured in an informal working document, the Partner Success Plan, that IFS and the Partner will use to obtain a shared understanding to anticipate when Partner specific milestones may impact on the Partner Accelerate Services requirements. The following activities represent the core responsibilities of Partner Success Management:

- Manages the Accelerate governance with the Partner including mutually agreed periodic reviews of the Partner Accelerate Services and Partner Success Plan
- Liaises with the Partner stakeholders to jointly develop and maintain the Partner Success Plan
- Plans and coordinates the delivery of Partner Accelerate Services relative to the agreed items on the Partner Success Plan; and
- Provides regular status reporting on Partner Accelerate Services and addresses any issues raised by the Partner on the perceived quality of the Partner Accelerate Services.

2.1. IFS Partner Accelerate Expert Best Practices

IFS will provide Partner with access to the Partner Accelerate Expert Best Practices as detailed and maintained in the IFS Partner Accelerate Service Description.

The Partner Accelerate Expert Best Practices are standard services and will be provided as per the appropriate IFS Partner Accelerate Service Description as agreed with the PSM. To utilize any of the Partner Accelerate Expert Best Practices, Partner must have activities captured and agreed in the Partner Success Plan prior to any Partner Accelerate Expert Best Practices being consumed. PSM will provide guidance if required. Partner Accelerate Expert Best Practices may be requested at any time but prior to execution, Partner must have fulfilled the service prerequisites and comply with the terms specified in "Terms of Use" section below and any specific prerequisites in the IFS Partner Accelerate Service Description.

Note that IFS will provide guidance and advisory services strictly in accordance with and using IFS Best Practices and Guidelines. IFS provides advice and guidance only, it is Partner's responsibility to determine how such advice and guidance is utilized by Partner. If Partner requires further assistance from IFS this would be as a separate consulting activity under a statement of work outside of Partner Accelerate Services.

All Partner Accelerate Expert Best Practice described in the IFS Partner Accelerate Service Description are subject to change and removal, please refer to the IFS Partner Accelerate Service Description for the latest list of available services. Any Partner Accelerate Services that have been confirmed by IFS will be provided as planned unless agreed otherwise by both Parties.

2.2. Service Levels

For any Partner Accelerate Services requested by Partner, the following service levels apply for IFS Accelerate Expert Best Practices:

Target Response Time
IFS will respond to an IFS Accelerate Expert Best Practice service request with a target response time of two (2) business days. For the avoidance of doubt, a response is an acknowledgement of a request submitted via the IFS Service Center. Within five (5) business days IFS will endeavor to provide Partner an initial plan of action including any prerequisites Partner must complete for the requested IFS Accelerate Expert Best Practice service to enable the request to be finalized with the correct IFS Center of Excellence.

Target Commencement Time for IFS Accelerate Expert Best Practice Service	
Partner Request Notice Period	**IFS Prioritization**
12 weeks in advance	Committed, confirmed for dates requested
8-11 weeks in advance	Committed, confirmed with reasonable efforts on dates requested
4-7 weeks in advance	Confirmed, not committed, commercially reasonable efforts on provision and dates requested
<4 weeks in advance	Not committed, IFS will make available if capacity allows on provision and dates requested (no commitment to reasonable or commercially reasonable efforts)

2.3. Terms of Use

Partner Expert Best Practice Services

Partner Expert Best Practice Services may be requested at any time but are subject to the Fair Usage Statement and the following terms of use:

• Partner must proactively inform the PSM of the intention to utilize a specific Best Practice service, which must then be captured in the Partner Success Plan and linked as an activity in the Partner Success Plan. While the Best Practice services can be ordered at any time, the following prerequisites must be met, prior to IFS confirming the Best Practice service:

• The demand must be signed off by the Partner sponsor commercially responsible for the service or by a Partner representative, authorized to do so;

• A primary recipient of the service must be named;

• The demand and primary recipient must be captured in the Partner Success Plan; and

• It is the Partner's responsibility to provide any required documentation (listed under each Best Practice service) to the IFS PSM.

IFS Operational Accelerate Services

IFS Operational Accelerate Services are a set of distinct activities to embed and enhance Partner's end customer's use of IFS Cloud Application Software by handling tactical operational IFS Cloud Application Software related tasks as requested by Partner. IFS Operational Accelerate Services are provided as remote support services. All reporting, communication and documentation will be provided in English.

The IFS Operational Accelerate Services comprise a two-tier service consisting of IFS Competency Center and Operational Support as detailed and maintained in the IFS Partner Accelerate Service Description.

Partner must request these services via the IFS Service Center by completing the relevant request form.

IFS Operational Accelerate Services Delivery Management ("SDM") is the initial point of contact for overall management of the Operational Accelerate Services, governance and any exceptional actions raised through the Operational Accelerate Services term.

The SDM will fulfil the following obligations:

- Weekly reviews and status updates including a summary of incident type and volumes
- Monthly management updates summarizing monthly usage and plan service demand for a rolling + three (3) months ahead

- Proactively advise the Partner to identify opportunities to improve end customer processes, practices and IFS Application Software adoption
- Provide inputs to CSM for executive/management review meetings; and
- Take ownership, where agreed, of qualified critical and high priority IFS Application Software incidents.

IFS Operational Accelerate Services may be requested at any time but is subject to the terms on fair usage set out in the Order Form Attachment and the following terms of use:
• All pre-requisites must be met prior to provision of a service;
• In the case that Partner raises multiple (three (3) or more) Tickets similar in nature, with a prevalent topic and similar symptoms or requests, IFS may group these Tickets and resolve as a single Ticket, where reasonably possible;
• The primary language for Operational Accelerate Services is English; and
• Operational Accelerate Services are provided remotely.
Insofar as it relates to the Operational Accelerate Services provided, IFS will conduct such activities on behalf of the Partner subject to end customers reasonable internal controls. The Partner is responsible for managing access rights, with their end customer, to support the request.
In the exceptional case that recovery of the end customer production environment is required for any reason arising as a result of Operational Accelerate Services, IFS' recovery responsibility will be considered discharged if IFS (or end customer and/or partner with assistance from IFS) recovers the production environment to the last successful available back-up. Partner will procure that each end customer will allow IFS to provide instruction for such recovery and shall not engage a third party to do so without IFS consent.

IFS' responsibility shall in any event exclude any recovery (a) caused or contributed to by partner and/or end customer or anyone acting for or on behalf of partner and/or end customer, including without limitation incorrect or unpermitted modification or use of the IFS Cloud Application Software (b) caused by or related to any end customer content or non-IFS software or services used by end customer in conjunction with the IFS Cloud Application Software, (c) occurring while IFS Cloud Application Software being in a Non-Current State (as defined in IFS Support Terms) or (d) as a result of anything out of the reasonable control of IFS.
IFS acknowledge that all end customer Content (as defined in the IFS EULA), including all intellectual property rights therein, are owned or licensed by end customer. Partner will procure that end customer grants to IFS, without charge or royalty all necessary licenses and rights in relation to the end customer Content solely for IFS to perform its obligations hereunder, including without limitation the right to store, record, transmit and display the end customer Content for such limited purpose. IFS will not access or view end customer Content except as reasonably necessary to provide the Operational Accelerate Services or as otherwise permitted by the applicable EULA. IFS will not remove or alter any copyright or other proprietary notice on or in any end customer Content without end customer's consent. End customer is aware that IFS, for the purposes of fulfilling its contractual obligations to end customer hereunder, may permit end customer Content to be accessed or viewed by other IFS Affiliates or subcontractors, including foreign nationals, located in and/or outside of the country or countries in which end customer operates.

2.4. Fees and Invoicing
The fees for Partner Accelerate Services will be invoiced by IFS and paid by the Partner as set forth in the fees table in the Order Form Attachment. Partner shall be invoiced annually in advance from the Start Date(s) of the Partner Accelerate Services.
All amounts are stated exclusive of applicable taxes which will be payable in addition to the fees. If a payment due date does not fall on a business day, the applicable payment shall be due and payable on the business day immediately prior to the payment due date. All fees are non-cancellable and non-refundable.
The fees for Partner Accelerate Services may be increased due to additional purchases during the applicable subscription term and in accordance with the terms on fair usage set out in the Order Form Attachment. Additional purchases will be documented in a supplemental order or change request and must be signed by IFS and Partner. Fees for partial months, if any, will be pro-rated on a thirty (30) day month basis.
2.5 Travel and Expenses
The fees exclude all expenses including travel time and expense. Partner shall reimburse IFS for all reasonable out of pocket expenses incurred by IFS in connection with the provision of the Partner Accelerate Services, including but not limited to expenses for meals, lodgings and travel. All travel related expenses will be invoiced separately in arrears and at actual cost.

3. PARTNER RESPONSIBILITIES
The Partner must have and maintain a valid Partner Master Agreement and Service Partner Addendum to benefit from Partner Accelerate Services. In addition to the support provided to Partner under the Partner Master Agreement and Service Partner Addendum, Partner Accelerate Services provides an enhanced level of professional support as further described in Partner Order Form Attachment and these terms. To the extent Partner requires assistance with a Partner's end customer-specific situation, this

service is limited to assistance on currently supported versions of IFS software.
The Partner maintains full responsibility for the initiation, management, and oversight of the applicable service when such service is used to support its end customers through Partner Accelerate Services. This includes managing access rights, provisioning, support activities, and service configuration. All service requests must be submitted by the Partner through the IFS Service Center.

4. ASSUMPTIONS

Partner acknowledges that Partner Accelerate Services are based on certain assumptions including those set forth below:

• Partner will provide a single point of contact to work with IFS PSM that has the required skills and experience to follow-up and coordinate the Partner Accelerate Services effectively;
• An initial Partner Success Plan will be agreed and documented as the first task on commencement of the IFS Accelerate Services and prior to the start of any other Partner Accelerate Services;
• All documentation will be provided in English unless otherwise agreed by both Parties; and
• Partner will assign necessary business and IT resources as and when needed.

5. CHANGE REQUEST PROCEDURE

5.1. During the Partner Accelerate Services Term, Partner can request additional Partner Accelerate Services and either Party can request changes to the Partner Accelerate Services. Such changes shall be documented in a supplemental order or change request signed by both Parties (“Change Request”). When one Party initiates a Change Request (the “Requesting Party”), the other Party (“Responding Party”) will use commercially reasonable efforts to respond to such change request with ten (10) business days of receipt. Both Parties will use commercially reasonable efforts to either fully execute such Change Request or mutually agree to abandon such Change Request within thirty (30) business days of the Responding Party’s receipt of the Change Request. IFS will not perform under a Change Request until agreed and signed by the Parties.

IFS CLOUD SERVICES – SPECIAL TERMS

EUROPEAN RESTRICTED ACCESS SERVICE TERMS

These European Restricted Access Service Terms ("Terms") specifies the terms and conditions which apply to the EURA Service (defined below). Terms defined in the Customer's Master Agreement with IFS shall also apply in these Terms. These Terms shall prevail and take precedence in the event of any conflict with any other terms forming part of the Agreement.

1. Scope

1.1. The IFS EURA Service is designed to address specific data residency and privacy needs of European IFS customers by ensuring that their environments and Content in those environments reside only in EEA or EFTA data centers and by restricting IFS personnel's access to, and processing of Content in, the customer environments when providing IFS Cloud Services and associated Support Services, from locations within the EEA, EFTA and the UK ("**EURA Service**").

1.2. These Terms apply and are supplemental to the terms under which the IFS Cloud Services and associated Support Services are provided ("**IFS Cloud Services Terms**"). Except as amended by these Terms, the IFS Cloud Services Terms shall remain in full force and effect.

1.3. The EURA Service shall only apply whilst the EURA Environment is maintained in the EEA or EFTA data centers, if Customer elects to move such data center location outside of EEA or EFTA, the EURA Service and these Terms shall cease to be of any effect and IFS standard (non-EURA Service) procedures for delivering IFS Cloud Services will resume, including the transfer of data to non-EEA, EFTA and UK countries.

2. Definitions

In addition to or in replacement for the defined terms set forth in the IFS Cloud Services Terms, defined terms used herein shall have the meaning as given to them below.

2.1. **"Content"** means Customer Data and other data which is submitted to the Cloud Platform, excluding system related data which IFS controls and uses in the provision of the EURA Service.

2.2. **"EEA" or "European Economic Area"** means European Union plus Iceland, Liechtenstein and Norway.

2.3. **"EFTA"** means Iceland, Liechtenstein, Norway and Switzerland.

2.4. "**EURA Environment**" has the meaning given to it in section 4.1.1 below.

2.5. **"EURA Service"** has the meaning given in section 2.1 above.

3. The Enhanced Control Services

Subject to as agreed and specified in the applicable Order Form, IFS will provide the EURA Service as follows:

3.1. CloudPlatform

3.1.1. The EURA Service will be provided for the IFS Cloud Service Environment(s) specified in the applicable Order Form where EURA Service is stated therein ("**EURA Environment**").

3.2. Access Control

3.2.1. IFS will manage access controls to comply with the service definition for the EURA Service(defined above).

3.2.2. The EURA Service will be provided by, and IFS's access to the agreed EURA Environment(s) will be restricted to, only persons located within the EEA, EFTA and the UK.

3.3. Training

3.3.1. All IFS personnel providing EURA Service will undergo awareness training and regular refresh training with respect to the controls established to deliver the EURA Service.

3.4. Subcontractors

3.4.1. IFS may use subcontractors to provide services hereunder on its behalf. Any subcontractors used in delivery of the EURA Service will be permitted to access Customer Content in the EURA Environment(s) only to deliver the services for which they have been retained to provide and will be obligated to follow IFS's policies, including without limitation, the restrictions and controls applicable to the EURA Service. IFS remains responsible for its subcontractors' compliance with IFS' obligations.

3.5. Data Processing Terms

3.5.1. One of the following provisions shall apply:

(a) If Customer already has signed Data processing Addendum/Agreement with IFS, the terms of the Amendment to the Data Processing Addendum found at ifs.com/legal posted as of the Order Form Start Date of the Order Form including the EURA Service ("**EURA Order**") will apply and take precedence with regard to the EURA Service. To the extent the Standard Contractual Clauses apply, as described in the Amendment to the Data Processing Addendum referenced above, Customer and its applicable Affiliates are each the data exporter, and Customer's signature of the EURA Order, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

(b) If Customer has no current Data Processing Addendum/Agreement with IFS, the terms of the Data Processing Addendum found at ifs.com/legal posted as of the Order Form Start Date of the EURA Order shall be incorporated herein by reference. To the extent the Standard Contractual Clauses shall apply as described in the Data Processing Addendum referenced above. Customer and its applicable Affiliates are each the data exporter, and Customer's signature of the EURA Order shall be treated as its execution of the Standard Contractual Clauses and Appendices.

3.6. Security Incidents

3.6.1. The security incident handling process designated by IFS will apply to the EURA Service, subject to the following:

(a) Customer acknowledges that effective investigation or mitigation of a security incident involving the EURA Service may be dependent upon information or configurations within its control and that the success of such investigation and mitigation may require the Parties' collaborative efforts. If Customer becomes aware of any access or transfer of Content to non-EEA, EFTA or UK countries to store, process, or transmit Content, Customer will promptly notify IFS of such event and provide reasonable assistance and information necessary for IFS to investigate and report such event.

(b) If either Party determines it is necessary or prudent to make a disclosure to the appropriate authorities regarding the treatment of Content hereunder, such Party will work in good faith to notify the other Party of such disclosure prior to providing such disclosure. The Parties will work together in good faith in the development and reporting of any such disclosure.

4. Other Customer Responsibilities

4.1. Whilst IFS has established the infrastructure and operational components of the EURA Service to support its customers, Customer acknowledges and accepts that it is ultimately responsible for the protection and architecture of its applications in its software solutions and environments and their regulatory compliance. Customer acknowledges that it is solely responsible:

(a) For adopting and implementing such policies and practices for its Users' use of such services, to prevent transfer or disclosure of data outside of EEA, EFTA or UK; and

(b) to ensure that Content is not shared or made accessible to IFS's personnel in any way other than as permitted under these Terms and the associated data processing terms, including without limitation not to share any Content via email attachments, chats, screen sharing, IFS Community or similar exchanges, or in conjunction with any Case reporting or tracking via the IFS Case Management Portal.

IFS ASSYST TERMS

These special terms ("Supplemental Terms") outline the specific terms and conditions that govern the provision of IFS Cloud Services for IFS Assyst. These Supplemental Terms are to be read in conjunction with the general terms outlined in the Customer's Master Agreement with IFS and the applicable Order Form. In the event of any inconsistencies between these Supplemental Terms and other terms forming part of the Agreement, these Supplemental Terms shall prevail.

1. Platform Maintenance and Assyst Service - Supplemental Terms

1.1. DOWNTIME

The Scheduled Downtime Windows* are:

- **Scheduled Maintenance Window**: First Sunday of each month 07:00-12:00 BST / GMT
- **Data Centre Scheduled Maintenance Window**: First Sunday of each month 07:00-12:00 BST / GMT
- **Customer Dedicated Maintenance Window**: First Sunday of each month 07:00-12:00 BST / GMT

For customers who may operate over the weekend, we can offer, by prior arrangement and separate terms, a modified maintenance schedule allowing IFS to automate the patching of your dedicated servers in a window of your choosing. Note that this will be in addition to the Scheduled Maintenance Window operating across the rest of the datacenter platform for shared components.

1.2. Minor Maintenance Tasks

Minor maintenance tasks, which do not affect Availability, will be applied during the Scheduled Downtime Window and will not be communicated directly to the Customer.

1.3. Major Maintenance Tasks

Major maintenance tasks, which do affect Availability, will be applied during the Scheduled Downtime Window and these will be communicated directly to the Customer with a minimum of 14 days prior notice.

1.4. Scheduled Maintenance Window Impact

During the Scheduled Maintenance Window, IFS may suspend some or all of the IFS Cloud Services to carry out scheduled maintenance or emergency repairs. Servers and services may be stopped and restarted.

1.5. Automated Security Patching

Automated monthly security patching and regular maintenance update tasks will not be communicated directly to Customer.

1.6. Assyst Only Support Services – Support Terms

1.6.1. Contact for Support Services

The support terms applicable to the Assyst service are the IFS Cloud Support Terms subject to the changes specified below:

Contact for Support Services is currently through: axios.support@ifs.com. The method of access to Support Services may be updated from time to time by notice to customers.

1.6.2. Releases and Updates

Releases of IFS Assyst are made available to Customer and installed by Customer at Customer's discretion. In the event Releases and Updates are moved to a push process for all customers, IFS reserves the right to automatically provision Releases and Updates.

2. Offboarding Assistance

2.1. Back-up and Return of Content

2.1.1. Back-ups

IFS will make back-ups of the Content on a daily basis and will retain such back-ups on the following basis:

- Daily backups, for seven days
- Weekly backups for four weeks
- Monthly backups for 1 month (production environment only) unless otherwise agreed by IFS in the Order Form

2.1.2. Off-boarding/Return of Content

A copy of the production database will be retained for a maximum* of thirty (30) days at the end of the Subscription Term. The Customer may request the return of Content within such period. At the end of this period, the copy of the Content will be expunged from IFS' systems and backups. Expunging Content is irreversible.

*IFS reserves the right to delete the retained production database if Customer confirms it has completed the download of the production database prior to the specified maximum thirty (30) day period.

3. Email Services

The standard IFS Assyst service includes an email transmission capability. It is the responsibility of the Customer and its own email system to process and/or relay received emails onto the appropriate users, groups, and/or domains.

4. Authentication Services

The standard IFS Assyst service requires the Customer to use SAML 2.0 authentication mechanism for authenticating end users. It is the responsibility of the Customer to provision and configure appropriate SAML IdP endpoints and, where necessary, federate their domains.

5. Customer Obligations

5.1. Customer Administration of the Services

Customer may specify Users as "Administrators" through the dashboard. Administrators may have the ability to access, disclose, restrict, or remove Content in or from accounts. Administrators can also monitor, restrict, or terminate access to service accounts. Customer is responsible for:

- Maintaining the confidentiality of passwords and Administrator accounts; and
- Managing access to Administrator accounts.

5.2. System and Network Security

Violations of system or network security are prohibited and may result in criminal and civil liability. IFS will investigate incidents involving such violations and will cooperate with law enforcement. Examples of system or network security violations include, without limitation:

- Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without the express authorization of the owner of the system or network;
- Unauthorized monitoring of data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user, host, or network including, without limitation, spamming, flooding, deliberate attempts to overload a system, and broadcast attacks;
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

If approached with complaints relating to any system or network violations, IFS will cooperate and assist law enforcement bodies with their investigations to bring such misuse and violations to an end.

6. Third-Party Services

If Customer uses any third-party service (e.g., a service that uses B2B interface, REST API, or other bridge connectivity to a third-party system) with the IFS Cloud Services:

- IFS will not be responsible for any act or omission of the third party, including the third party's access to or use of Content; and
- IFS does not warrant or support any service provided by the third party.

IFS CLOUD SERVICES PRODUCT TERMS

These terms set out the product-specific terms applicable where Customer purchases IFS Cloud Services (i.e., where Customer licenses the Software and IFS hosts and manages it on the Cloud Platform). These terms supplement the Order Form and agreement between Customer and IFS and, where it conflicts with the Agreement, these terms prevail. Terms with a capital letter are defined in the agreement between Customer and IFS.

1. IFS CLOUD SERVICES

1.1. IFS will provide the IFS Cloud Services, which comprise:
(a) Installation and initialization of the Software and Platform;
(b) Facilitating network connectivity into the Platform (excluding, for the avoidance of doubt, Customer's network connectivity into the Platform);
(c) Management of the Platform and agreed Environments including platform maintenance as described in the Planned Maintenance Policy as published at ifs.com/legal;
(d) Installation of Resolutions as defined in, and in accordance with the Support Terms; and
(e) The provision of IFS Cloud Services availability information generated through monitoring tools.

In order to assure the continuity of the IFS Cloud Services, Customer must be in compliance with the Release/Service Update requirements described in the IFS Support Policy, as described in the Support Terms.

1.2. The IFS Cloud Services are provided based on resources and capacity for the Environment configuration size set out in the Order Form to provide performance in accordance with industry norms for typical demand associated with the agreed Entitlements and other applicable restrictions. Customer is responsible for planning and requesting changes to Environment configurations, including any additional capacity required.

1.3. IFS warrants that IFS Cloud Services will be performed in a professional manner by qualified personnel.

1.4. IFS warrants that it uses standard virus detection technology in accordance with its Information Security Management Document and will use commercially reasonable efforts to keep the Environment free of malware during the Term. Customer's corresponding security obligations, including with respect to malware prevention, are as set forth in the Master Agreement.

1.5. IFS will provide the IFS Cloud Services consistent with the controls pursuant to its applicable certifications, currently SOC II, Type 2, report and ISO 27001 certification. More information on these certifications and reports may be found by accessing the IFS Trust Center at https://www.ifs.com/en/about/trust-center.

2. OPERATION OF THE CLOUD PLATFORM

2.1. Customer is responsible for day-to-day functional administration and usage of the Cloud Platform, including the following:

(a) Configuration and management of Customer on-site routes/firewalls used to establish VPN or other connectivity;
(b) Configuration and management of software (if any) installed on site with Customer (such as on-site print agents or off-shore environments);
(c) Installation, configuration, and maintenance of any software on end-user machines;
(d) Managing Content;
(e) Internal Customer Case/problem management; centralized coordination of Incident (as defined in the Support Terms) reporting to IFS in accordance with the terms of these terms;
(f) Creating and managing Users, profiles, settings, and permissions;
(g) Configuring and managing archiving, history logging, tasks, background jobs, messages, and event actions;
(h) Report management and archiving, and print manager configuration; and
(i) Functional use of the Platform, including integrations.

2.2. If the Customer wishes to engage IFS to remove Content from the IFS Cloud Services during the applicable term, outside of any termination, IFS will provide the Customer with all reasonable support and assistance, as a chargeable service.

2.3. Customer is solely responsible for: (a) the selection, operation, and maintenance of all Customer Components; (b) all Configurations; (c) controls on access to and use of Content; (d) management of any public and private keys and digital certificates used with the IFS Cloud Services; and (e) the selection and scheduling of Updates for its Environment, unless otherwise agreed in the Order Form.

3. IFS CLOUD SERVICES TERM

3.1. The IFS Cloud Services commence on the date and for the term specified in the Order Form. On expiry, the IFS Cloud Services will terminate unless renewed. In addition, Customer may terminate the IFS Cloud Services at any time in accordance with the terms of the Order Form.
3.3. Effect of Termination. Except where IFS also terminates the Software license in accordance with the Agreement, Software licenses and use rights survive termination of the IFS Cloud Services for the remainder of the applicable Subscription term, subject to Customer's continued compliance with the remainder of the Agreement. On termination, Customer may take possession of the Software and continue to use it under the applicable license terms.

4. SERVICE LEVELS

4.1 With respect to IFS Cloud Services, the applicable IFS Cloud Services SLA applies, which will be the standard SLA unless an enhanced SLA has been purchased and referenced in an Order Form. SLA's for IFS Cloud Services are published on www.ifs.com/legal .

5. PLATFORM VENDOR TERMS AND CONDITIONS

5.1 Use of the IFS Cloud Services Platform is also subject to the Platform Vendor's terms, which may change, and Customer acknowledges that IFS is limited in the provision of IFS Cloud Services by the provisions of such Platform Vendor's terms and conditions. IFS may modify IFS Cloud Services to reflect changes to such terms or as required by law. For material changes, IFS will give Customer reasonable prior written notice of the scope and impact. If Customer reasonably determines that such changes materially impair the functionality of the IFS Cloud Services, the Parties will discuss a resolution in good faith. If no resolution is achieved within ninety (90) days, Customer may terminate the IFS Cloud Services on six (6) months' written notice, served within thirty (30) days of the Parties determining no resolution can be achieved.

IFS Energy and Resources Software Specific Terms

IFS ENERGY AND RESOURCES ILANDMAN SPECIFIC TERMS

In addition to license terms contained in the Agreement, the Customer agrees to observe the following terms with respect to the iLandman software:

1. **Terms:**

1.1. Storage Space: IFS provides Customer maximum disk storage space of 100 GB for IFS Energy and Resources iLandMan at no additional charge. If Customer's disk storage exceeds these limits, IFS will charge Customer for additional storage at a rate of $500.00 per year for an additional 200 GB or $1000.00 per year for an additional 450 GB of storage space. IFS will use reasonable efforts to notify Customer when the average storage used reaches approximately 90% of the maximum; however, IFS' failure to so notify Customer shall not affect Customer's responsibility to pay for additional storage. IFS reserves the right to establish or modify its general practices and limits relating to storage of Customer data during the term of this Agreement upon at least thirty (30) days prior written notice to Customer.

1.2. If at any time Customer's Net User count increases, and Customer moves into a higher pricing tier, Customer will be invoiced for the incremental fees owed (the difference between the old fees and new fees based on increased Net User count) based on IFS's then-current standard fees for the new Net User count tier.

1.3. Notwithstanding anything to the contrary in the Agreement, the iLandMan products described herein shall be subject to the terms and conditions below. In the event of a conflict between the terms of the Master Agreement, or the SaaS Addendum and the terms and conditions below, the terms and conditions below shall govern and control.

1.4. IFS will use commercially reasonable efforts to operate the Hosted Environment and provide the SaaS Services and associated Maintenance for the Software as specified in this Order Form in accordance with the following:

1.4.1. IFS will provide technical support for errors to customers who have become iLandMan Certified via the completion of the iLandMan Web Based Training Program. Customer will submit requests for technical support for errors via the iLandMan help desk, available through the iLandMan website, and iLandMan will respond to such requests within one (1) business day of submission. Technical support shall be available via email or phone correspondence, during normal business hours of 8:00 a.m. and 5:00 p.m. CST, Monday through Friday. Notwithstanding the foregoing, iLandMan shall have no obligation to provide technical support and upgrades for (i) corrections of difficulties or defects due to Customer's computer hardware, the computer environment, the computer operating system, use of the SaaS Services on equipment or an operating system not approved by iLandMan or other causes external to the SaaS Services.

1.4.2. iLandMan SaaS Service Access. The iLandMan SaaS Services are made available to the Customer via the customer portal located at http://www.ilandman.com, with Customer specific login credentials.

IFS ENERGYAND RESOURCES MERRICK SPECIFIC TERMS

In addition to license terms contained in the Agreement, the Customer agrees to observe the following terms with respect to the Merrick software:

1. Each contract year during the Term, Customer shall provide IFS with a written certification of Customer's Active Well Count for its most recently completed fiscal year ("Annual True-Up"), which certification shall be signed by a duly authorized officer of Customer and delivered to IFS no later than sixty (60) days prior to the end of the then current contract year. Customer agrees to provide information requested by IFS, such as Active Well Count within 60 days of such written request. If necessary, IFS may run a script on Customer's computer system in accordance with the terms of Agreement to verify Customer's compliance with this Order Form.
2. If at any time Customer's Active Well Count increases, and Customer moves into a higher completion count pricing tier, Customer will be invoiced for the incremental fees owed (the difference between the old fees and new fees based on increased Active Well Count) based on IFS's then-current standard fees for the new completion count level.

IFS ENERGY AND RESOURCES LAND SPECIFIC TERMS

In addition to license terms contained in the Agreement, the Customer agrees to observe the following terms with respect to the P2 Land software:

1. Each contract year during the Term, Customer shall provide IFS with a written certification of Customer's Agreement Count for its most recently completed fiscal year ("Annual True-Ups"), which certifications shall be signed by a duly authorized officer of Customer and delivered to IFS no later than sixty (60) days prior to the end of the then current contract year.
2. If at any time Customer's Agreement Count increases, and Customer moves into a higher completion count pricing tier or agreement tier, Customer will be invoiced for the incremental fees owed (the difference between the old fees and new fees based on increased Agreement Count) based on P2's then-current standard fees for the new level.

TOBIN ALL ACCESS ("TAA") SPECIFIC TERMS

1. Data Access:

1.1. TAA products ordered will be available solely through the Tobin Data Portal. Login and Password will be provided upon receipt of payment. Delivery of data in non-standard format(s) or by Tobin distribution will result in time and materials processing fees, based on IFS' then-current rates (which, currently are $250 per hour (minimum fee of $500)). Processing fees, applicable sales tax and shipping and handling will be invoiced with each delivery.

2. Tobin Add-ons:

2.1. Description: Tobin Connect product provides Customer with a Web map service (WMS) which provides Customer with a URL to embed pre-formatted TAA data licensed by Customer into third-party applications or proprietary, internally facing web-based map portals. P2 reserves the right to change, modify, add or remove functionality of Tobin Connect at any time.

PRODUCT TERMS

Third Party Software Specific Terms

Third-Party Software – principles.

Third party software is identified in the "status" section of the third party terms as either:

1. Embedded: in which case it is made available subject to IFS terms and conditions supplemented by the third party terms indicated;
2. Resold with integration from IFS Application Software: in which case it is made available subject to the Master Agreement from IFS as it relates to IFS and Customer, but for the software/service according to the third party product terms, the integration IFS makes available is subject to the IFS terms and conditions
3. Resold: in which case it is made available subject to the Master Agreement from IFS as it relates to IFS and Customer, but for the software/service according to the third party product terms.

For third-party software embedded in or licensed by IFS in conjunction with the Application Software:

- IFS confirms that the Application Software has been integrated and tested to function in combination with such third-party software in accordance with the Software Documentation.
- IFS will manage any matters arising in relation to the relevant third-party software vendor and serve as the Customer's single point of contact unless otherwise agreed.
- IFS undertakes to pass on any benefits of any warranty available to IFS from the relevant third-party software vendor in regards of any warranty issue raised by the Customer covered by such warranty, as applicable.
- Subject to a valid agreement for the provision of the relevant Support Services, IFS will handle third-party software defects in accordance with the applicable IFS support process and will coordinate with the relevant third-party vendor in regards of any available bug-fixes or updates.
- IFS makes otherwise no performance or other warranty with respect to third-party software which is covered by whatever warranty, if any, each such third party may separately provide to the Customer.

Third-party software may be subject to additional or separate license terms and any terms indicated in any applicable readme files, installation details, or specifically set forth in the applicable Order Form, and in certain circumstances may be licensed directly to Customer from the third-party software vendor. Any additional or separately applicable third-party software license terms shall, with regard to their respective subject-matter, prevail in the event of a conflict with the agreement between Customer and IFS, provided, however, that such additional or separate terms will not impose on IFS any wider, more stringent or more far-reaching obligations or liabilities than the terms of the agreement between Customer and IFS.

PRODUCT TERMS

ORACLE

Status: Embedded

These terms are supplemental to the license terms with IFS. It is noted that ASFU licensing (Premium EE or Classic EE) is based on number of IFS Users, whereas FU licensing (SE 2 or EE) is based on number of users in combination with hardware configuration and processor licenses.

1. Definitions

The following terms shall have the following meanings as used in these terms:

1.1. "Oracle Application Specific Full Use Programs" (or "ASFU License") shall mean the Oracle software programs used in conjunction with and for the purpose of the IFS Application Software for which a restricted use license is granted on the terms set out below. This is a third-party software product.

1.2. "Oracle Programs" shall mean any Oracle software programs to which Customer has been granted a license by IFS.

1.3. "End User License" shall mean a nonexclusive, non-transferable right for Customer to use an object code copy of the ASFU License on these terms, for internal use only and not for purposes of any further distribution.

1.4. "Oracle User" means all users (physical persons and devices) accessing the Oracle database. All Oracle Users must be licensed, regardless whether the individual is actively using the database at any given time

2. Licenses

2.1 The standard Oracle Corporations global terms and conditions do not apply to the IFS ASFU license, the terms of which are specific to IFS. Any request directly to the Customer from a local Oracle affiliate to audit the use of Oracle ASFU, or contrary advice about Oracle licensing conditions, must be referred immediately to IFS and IFS will communicate directly with Oracle Corporation.

2.2 If the Customer is not licensing Oracle Programs from IFS, then the Customer agrees in accordance with IFS' instructions, to deliver a written statement confirming the existence of a valid license agreement approved by Oracle for use in conjunction with the IFS Application Software hereunder.

2.3 Subject to as specified in the applicable Order/Order Form and the due and timely payment of the applicable fees, Customer is granted a license to use the ASFU License for the applicable license term subject to the license terms with IFS as supplemented by the following terms:

2.3.1 In the event of a conflict between the license terms with IFS and these terms, with respect to use of the ASFU License, these terms and conditions will prevail.

2.3.2 Use of the ASFU License shall be permitted solely, expressly excluding all other purposes of any kind, for the internal business purposes of the Customer and its majority-owned subsidiaries (to the extent such entities remain majority-owned subsidiaries) and they agree to be bound by the terms, conditions and restrictions hereof, and provided that the Customer will remain responsible and liable for the due fulfilment, as well as any violation, of such terms, conditions and restrictions by each such majority-owned subsidiaries.

2.3.3 Customer may permit agents or contractors (including outsourcers) to use the ASFU License on the Customer's behalf for the Customers internal business operations. Subject to as expressly agreed by IFS in writing, for IFS Application Software modules that are specifically designed to facilitate interactions between the Customer and its customers and suppliers, the Customer may permit its customers and suppliers to use the ASFU License in furtherance of such interactions subject to complying with the applicable license as well as these terms. Customer shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the ASFU License and compliance with these terms.

2.3.4 Customer shall have the right to use an object code version of the ASFU License solely in conjunction with and within the scope of the IFS Application Software.

2.3.5 Customer may not (nor enable or permit others to): (a) use or permit use of the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) and make the Oracle Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license).

2.3.6 Customer may copy the Oracle Programs for archival or backup purposes, and make a sufficient number of copies for the specified use. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies.

2.3.7 Customer shall not cause or permit the reverse engineering (unless required by law for interoperability), disassembly, decomplication, translation, modification or adaptation of the Oracle Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs). Customer shall not disclose results of any benchmark tests of the Oracle Programs to any third party without Oracle's prior written approval. Customer may not assign or otherwise transfer this license or the Oracle Programs.

2.3.8 Upon the expiry or termination of Customer's license to use the IFS Application Software and/or the ASFU License for whatever reason, Customer shall discontinue use of the ASFU License (including all copies thereof) and either destroy them or return them.

2.3.9 The Oracle Programs are the proprietary products of Oracle and are protected by copyright and other intellectual property laws. Customer acquires only the right to use Oracle Programs and does not acquire any rights, express or implied, in the Oracle Programs or media containing Oracle Programs other than those specified herein. Oracle, or its licensor, shall at all times retain all rights, ownership, title, interest, including patent rights and other intellectual property rights, in the Oracle Programs and media.

2.3.10 Customer will permit IFS to audit the Customers (and any permitted Affiliate's) use of the ASFU License, provide reasonable assistance in access to information in the course of such audit and permit IFS to report the audit results to Oracle Corporation.

2.3.11 The ASFU License may include some Oracle source code that is provided as part of the standard shipment, such source code shall be governed by the license terms with IFS and these terms. Third party technology that may be appropriate or necessary for use with the ASFU License is specified in the package documentation terms associated with the ASFU License and such third-party technology is licensed to the Customer for use only with the ASFU License and under the terms of the third-party license agreement specified in the ASFU License package documentation.

2.3.12 Customer accepts that Oracle disclaims, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Oracle Programs. Moreover, Oracle disclaims any liability to perform any obligations or incur any liability not specifically agreed to by Oracle.

2.3.13 The application of the Uniform Computer Transactions Act is excluded.

2.3.14 Oracle Corporation shall be designated as a third-party beneficiary for the purposes of the license terms with IFS and these terms.

3. Support and Maintenance

3.1. Subject to as specified in the applicable Order/Order Form, and payment of the applicable annual Oracle support fee, IFS will provide 1st line Oracle support to Customer for the ASFU License, of the same nature and level as IFS receives from Oracle including, where applicable, making available new versions of the ASFU License to the Customer on suitable data media or via suitable electronic means of transmission.,

IFS MIDDLEWARE SERVER

Status: Embedded (legacy IFS Application Software only)

The IFS Middleware Server contains a third-party software product licensed to the Customer on the terms applicable to the IFS Application Software supplemented by these terms. In the event of any conflict between the applicable license terms for the IFS Application Software and these terms, these terms will prevail.

(a) Customer is granted a license to use the IFS Middleware Server for the applicable term. Any unauthorized use of the IFS Middleware Server shall constitute cause for termination of this license. Use of the IFS Middleware Server shall be permitted solely in conjunction with and within the scope of the IFS Application Software, and solely for the internal business purposes of the Customer expressly excluding all other purposes of any kind, for the internal business purposes of the Customer and its majority-owned subsidiaries (to the extent such entities remain majority-owned subsidiaries) and they agree to be bound by the terms, conditions and restrictions hereof, and provided that the Customer will remain responsible and liable for the due fulfilment, as well as any violation, of such terms, conditions and restrictions by each such majority-owned subsidiaries. Customer may permit agents or contractors (including outsourcers) to use the IFS Middleware on the Customers behalf for the Customers internal business operations. Subject to as expressly agreed by IFS in writing, for IFS Application Software modules that are specifically designed to facilitate interactions between the Customer and its customers and suppliers, the Customer may permit its customers and suppliers to use the IFS Middleware in furtherance of such interactions subject to these terms. Customer shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the IFS Middleware and compliance with these terms.

(b) All hardware on which copies of the IFS Middleware Server resides must be licensed, and the licensed cores may be divided between the servers provided the total number of licensed cores is not exceeded (by way of example between live, test and hot backup servers).

(c) Customer shall not cause or permit the reverse engineering (unless required by law for interoperability), disassembly, decomplication, translation, modification or adaptation of the IFS Middleware Server (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs). Customer is prohibited from publication of any benchmark tests of the IFS Middleware Server. Customer may not assign or otherwise transfer this license or the IFS Middleware Server. Customer may copy the IFS Middleware Server for archival or backup purposes, and make a sufficient number of copies for the specified use. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. Upon the expiry or termination of Customer's license to use the IFS Application Software and/or the IFS Middleware Server, the Customer must destroy or return all copies to IFS.

(d) The IFS Middleware Server may include some Oracle source code that is provided as part of the standard shipment, such source code shall be governed by the terms of the license terms with IFS and these terms. Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the package documentation terms associated with the IFS Middleware Server and such third-party technology is licensed to the Customer for use only with the IFS Middleware Server and under the terms of the third-party license agreement specified in the IFS Middleware Server package documentation.

(e) The IFS Middleware Server is the proprietary product of Oracle and is protected by copyright and other intellectual property laws. Customer acquires only the right to use the product and does not acquire any rights, express or implied, therein or media containing the program other than those specified herein. Oracle, or its licensor, shall at all times retain all rights, ownership, title, interest, including patent rights and other intellectual property rights, in IFS Middleware Server and media. Customer will permit IFS to audit the Customers use of the IFS Middleware Server, provide reasonable assistance in access to information in the course of such audit and permit IFS to report the audit results to Oracle Corporation.

(f) Customer accepts that Oracle disclaims, to the extent permitted by applicable law, Oracle's liability for (i) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (ii) any loss of profits, revenue, data or data use, arising from the use of the IFS Middleware Server. Moreover, Oracles disclaims any liability to perform any obligations or incur any liability not specifically agreed to by Oracle.

(g) Oracle Corporation shall be designated as a third-party beneficiary of the license terms with IFS and these terms.

PRODUCT TERMS

2C8 MODELING TOOL

Status: Resold Integration

IFS has the right to grant license to Customer on behalf of 2c8 Business Solutions AB (hereinafter "2c8") for use of the 2c8 Modeling Tool (the “Software”), on the terms applicable to the IFS Application Software supplemented by these terms. In the event of any conflict between the applicable license terms for the IFS Application Software and these terms, these terms will prevail. 2c8 reserves the right to add Customer's name and logo to the reference list of Software users.

LICENSE ACTIVATION AND LICENSE KEY

The Customer accepts that a customer specific license key obtained from 2c8 is required to activate the Software license in a designated system and that2c8 is entitled to register information concerning Customer's designated system, number of users and use of the Software for the purpose of administrating its rights related to this license grant.

UNDERTAKINGS BY THE CUSTOMER

Without prejudice to the generality of the license granted to the Customer, Customer undertakes the following with respect to the Software:

(a) not to make copies or reproduce or translate or adapt or decompile or in any other way create derivative products of the Software except as provided under the applicable mandatory laws or under these terms;

(b) to maintain accurate and up-to-date records at all times of the number, location and number of users of all copies of the Software and on what equipment the Software is used and to notify 2c8 of any amendments necessary and to provide the information to 2c8 on request;

(c) to supervise and control the use of the Software in accordance with the terms of the license terms;

(d) to reproduce and include the copyright notice contained in or on the Software, on all and any copies made, whether in whole or in part, in any form, including partial copies or modifications of the Software made herein; and

(e) not to provide or otherwise make available the Software in whole or in part (including but not limited to applications, program listings, object code, source program listings, and source code), in any form, other than as permitted in the license terms, without prior written consent from 2c8 or as otherwise provided under applicable mandatory laws.

ALTERATION AND ADDITIONS TO THE SOFTWARE

Alterations and additions to or in connection with the Software may only be carried out by 2c8 or 2c8 authorized resellers or representatives and no liability whatsoever shall be accepted by 2c8 for any alterations or additions carried out by others than 2c8 nor for any effect caused to the Software.

Customizations of the Software to the extent and scope defined in the end user documentation are allowed and are in accordance with the license terms and are not in breach of the copyright of 2c8 and no copyright or other intellectual property rights are affected or transferred in making the customizations. No liability whatsoever shall be accepted by 2c8 for any customization of the Software nor for any effect such customizations may have on the Software or the support thereof.

WARRANTY AND LIABILITY

2c8 warrants that the Software shall upon delivery and ninety (90) days from delivery substantially conform to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Customer as the original licensee. The Customer acknowledges that software in general is not free of errors and agrees that the existence of such shall not constitute a breach of the license terms. Software errors are defined as any error in the Software that substantially affects the Software's performance.

In no event does 2c8 warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In the event that the Customer discovers an error and notifies 2c8 of such within three (3) calendar months of the delivery of the Software, 2c8 shall use reasonable endeavors to correct the error, provided that the error is not due to any modification, variation or addition to the Software not performed by 2c8 or by the incorrect use, abuse, or corruption of the Software or by use of the Software with other software or on equipment with which the Software is not compatible.

2c8 's obligation under above warranties shall be its sole liability and all other representations, conditions, warranties and terms, including without limitation the quality, fitness for purpose or merchantability of the Software, whether express or implied, statutory or otherwise, are hereby excluded save to the extent that the same are not capable of exclusion at law.

2C8 SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER, DIRECTLY OR INDIRECTLY, CAUSED BY OR ARISING IN CONNECTION WITH THE SOFTWARE, ANY NEW RELEASE OF THE SOFTWARE OR THEIR USE OTHERWISE, EXCEPT TO THE EXTENT TO WHICH IT IS UNLAWFUL TO EXCLUDE SUCH LIABILITY UNDER THE APPLICABLE LAW. NOTWITHSTANDING THE GENERALITY OF THE AFORESAID, 2C8 SHALL NOT IN ANY EVENT BE LIABLE WHETHER IN CONTRACT, TORT, BY REASON OF NEGLIGENCE OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAY ARISE IN RESPECT OF THE SOFTWARE, ITS USE OR ANY ITEM OR SERVICE PROVIDED OR IN RESPECT OF ANY EQUIPMENT OR PROPERTY USED IN CONNECTION WITH THE SOFTWARE, OR FOR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, AND SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS.

The Customer shall be responsible for taking back-up copies of its data and data files and verifying the functionality of such back-up copies. 2c8 shall not be liable for the loss of, damage to or alteration of data or data files of the Customer due to any cause and the resulting damage and expenses incurred, such as expenses based on the re-creation of data files.

Except for any liability of 2c8 not able to be excluded at law, the liability of 2c8 shall not exceed fifty percent (50%) of the net amount actually paid to 2c8 in respect of the supply of the particular Software or services, which gave rise to the liability in question.

IPR

2c8 warrants that the Software does not infringe on any third-party rights, including patents and copyrights of any kind ("IPR"). This warrant is not valid for any graphical changes, modifications, alterations, translations or other changes initiated by the customer.

2c8 shall indemnify the Customer for any claims finally settled in court as well as legal expenses in connecting to the processing of cases regarding infringement of third-party patents, copyrights or other intellectual property rights relating to the Software.

2c8 shall be notified immediately when claims are submitted of the abovementioned nature, and 2c8 shall be entitled to take legal actions at own expense, or settle any case out of court in connection with such alleged infringements. 2c8 shall be given the right to choose legal actions and control the legal process. The absence of the above stated notification, or/and the Customer does not take actions decided by 2c8, all rights to indemnification will be void.

2c8 shall be entitled to either obtain the right of continued use of such IPRs, or to make program changes to the effect that such infringements discontinues, or to terminate license with immediate effect and to return all fees paid by the Customer, which is the exclusive remedy in this effect.

SOFTWARE UPDATING AND SUPPORT

§1. Update service

2c8 provides the Customer against payment of the annual fee (Update and support Fee) certain Software updating (Update service) to the Software to which the Customer is entitled under these terms. This Section defines the terms under which the Software updating is provided to the Customer. All the applicable terms and conditions of these terms shall apply to the Software updating.

§2. Updates

Updates of the Software shall be provided by 2c8commencing on the effective date of the Customer's purchase of the Update service.

2c8 shall supply the Customer with all Updates, defined as error corrections, modifications, enhancements, patches, fixes, alterations,

or

revisions to the Software and Documentation at no additional cost or charge, exclusive of reasonable charges for shipping and handling. The Customer is required to install any Updates to its continued use of the Software within 18 month of release. Releases older than 18 month are not supported.

Customer will give 2c8 a written notice of any deficiency or performance dysfunction in, to or with the Software ("Error Notice"). In conjunction with an Error Notice, the Customer will provide the following data where necessary:

(a) the operating conditions under which the defect/dysfunction occurs (including the specific hardware/software configuration);

(b) a description of what occurs versus what should have occurred;

(c) are presentative example of inputs for repeating and analyzing the problem.

§5 Support

The Customer has right to support. Support is available during 2c8 local office hours, 9.00 am to 12.00 pm and 1.00 pm to 4.00 pm (CET + 1), except local public holidays. Support shall be addressed to 2c8 by report forms available at www.2c8.com or mail support@2c8.com.

§6. Other services

The Customer will be responsible to pay2c8's normal charges and expenses for time or other resources provided by 2c8 for installation,

including but not limited to, technical guidance, compatibility analyzes and customized instructions.

PRODUCTTERMS

BING MAPS

Status: Resold - Integration

Bing Maps is a third-party software product provided by Microsoft Corporation. IFS is an authorised reseller of Bing Maps.

These terms are supplemental to the IFS Application Software license terms between IFS and Customer and contains additional Terms of Use ("TOU") regarding Microsoft Bing Maps (the "Services"). The term of the use right provided herein shall be as specified in the applicable Order/ Order Form.

Provided the Customer has a valid and current subscription for Bing Maps Customer email support is available direct from Microsoft at Bing Support (https://support.discoverbing.com).

1. Definitions.

Unless otherwise defined herein, the following terms shall have the meanings set forth below:

"Asset" means one of any of the following classes: vehicle, device or other mobile object.

"Bing Maps AJAX Control API" means the Bing Maps Java Script API that enables developers to create Web sites and mobile Company Applications with imagery and location functionality, as described in greater detail in the SDKs.

"Bing Maps iOS Control API" means the Objective-C control that enables developers to embed maps directly into native iOS Company Applications, as described in greater detail in the SDKs.

"Bing Maps Platform APIs" means collectively the following APIs: Bing Maps AJAX Control API, Bing Maps iOS Control API, Bing Maps REST Services API, Bing Maps Silverlight Control API, Bing Maps Silverlight Control for Windows Phone API, Bing Maps SOAP Services API, Bing Maps Windows Presentation Foundation Control API, and Bing Spatial Data Services API, including any successors or future versions of such APIs, and any other Bing Maps Platform APIs that Microsoft may offer via the SDKs.

"Bing Maps REST Services API" means the services that enable the use of REST URLs to perform tasks such as creating a map with pushpins, geocoding an address, retrieving imagery metadata or calculating a route, all as part of Company Applications, as described in greater detail in the SDKs.

"Bing Maps for Windows Store Apps API" means the programmable control that enables developers to create immersive Windows Apps Company Applications for Windows offered through the Windows Store, as described in greater detail in the SDKs.

"Bing Maps Silverlight Control API" means the programmable control that enables developers to create an immersive mapping experience with Silverlight in Company Applications, as described in greater detail in the SDKs.

"Bing Maps Silverlight Control for Windows Phone API" means the programmable control that enables developers to create immersive mapping experiences with Silverlight in Company Applications on Windows Phone, as described in greater detail in the SDKs.

"Bing Maps SOAP Services API" means the programmable SOAP services that enable developers to integrate maps and imagery, driving directions, distance calculations and other location intelligence into Company Applications, as described in greater detail in the SDKs.

"Bing Maps Windows Presentation Foundation Control API" means the programmable control that enables developers to integrate Bing Maps into Company Applications that use Windows Presentation Foundation, as described in greater detail in the SDKs.

"Bing Spatial Data Services API" means the services that enable the use of REST URLs to geocode and reverse-geocode large sets of spatial data and to create and query data sources in Company Applications, as described in greater detail in the SDKs.

"Company Application" means the IFS Application Software.

"Content" means the maps, images and other data and third-party content that Customer is authorized to access via the Services.

"SDKs" means the software development kits applicable to the Services, located here, including all updated and replacement development kits.

"Bing Services" means, the Bing Maps Platform APIs to be provided by Microsoft.

2. General Restrictions.

The Customer may not:

(a) Upload any content to the Bing Services, or use the Bing Services to display or perform in your Company Application, any content:

- for which the Customer does not have all necessary permissions from the copyright holder(s);
- which includes nudity or is obscene, indecent, pornographic or libelous;
- which is intended to exploit minors in any way;
- which incites, advocates, or expresses hatred, bigotry, racism, or gratuitous violence; or

- which is intended to threaten, harass, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason, including on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion, or to incite or encourage anyone else to do so.

(b) Copy, store, archive, or create a database of the Content, except that geocodes may be stored locally only for use with your Company Applications.

(c) Exceed a total of 1,000,000 batch geocode entities non-billable transactions or 10,000,000 non-billable transactions total using the Bing Spatial Data Services API in any 12-month period (all transactions above either of these limits will be billable).

(d) Use Content, including geocodes, other than via an authenticated call to the Bing Services and/or in conjunction with a Bing Map.

(e) Present or alert an end user to individual manoeuvres of a route in any way that is synchronized with the end-user's sensor-based position along the route (e.g. turn by turn navigation that tracks end-user's position using GPS and communicates a manoeuvre as the end-user approaches the location for such manoeuvre).

(f) Change, obscure, or minimize any logo, trademark, copyright or other notice of Microsoft or its suppliers, or digital watermarks in the Content; except that we may make alternative logo, trademark and copyright attribution requirements available for use with small maps or on small devices; if available you will find them here.

(g) Use the Bing Services for business asset tracking, fleet management, or dispatch including, without limitation, to monitor or track the location or movement of Asset(s), including to provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.

(h) Use Content that consists of points of interest data to generate sales leads information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) include complete mailing address for each business; and

(i) Contain a substantial portion of such listings for a particular country, city, state or zip code region.

(j) Use Content other than in combination with the Bing Services and not separately.

(k) Transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials.

(l) Violate any applicable U.S. Export Administration Regulations or end-user, end-use and destination restrictions issued by U.S. and other governments. The Services are subject to U.S. export jurisdiction.

(m) Use the Bing Services in any way that threatens the integrity, performance or reliability of the Bing Services including performance or stress testing, or in any manner that works around any technical limitations in the Bing Services; except that you may test the performance of the Bing Services provided such testing is not at levels above Company's peak performance levels during the prior three (3) months.

(n) Syndicate, redistribute, resell or sublicense access to the Bing Service or Content on a standalone basis, unless specifically allowed in your Bing Maps Agreement.

(o) Falsify or alter any unique referral identifier in, or assigned to, a Company Application, or otherwise obscure or alter the source of queries coming from a Company Application.

(p) Reverse engineer, decompile or disassemble the Bing Service, except and only to the extent that applicable law expressly permits, despite this limitation.

(q) Integrate road maps from the Bing Service with road maps supplied by any third party. You may not replace aerial imagery from the Bing Service with imagery supplied by any other mapping platform. Notwithstanding the foregoing, you may overlay aerial imagery that you have the rights to use, provided that such imagery does not substantially replace the base aerial imagery provided by the Bing Service. You may incorporate various data layers of types not available through the Bing Service, in the Company Applications (for example, demographic or school location data). You may combine or overlay Ordnance Survey's United Kingdom mapping data or data derived from Ordnance Survey's United Kingdom mapping data (but not Ordnance Survey roads data) with the Bing Service, provided that you have procured all such rights to the Ordnance Survey United Kingdom mapping data, that such use of the Ordnance Survey United Kingdom mapping data with the Bing Service is consistent with your Ordnance Survey license, and that you indemnify Microsoft for such use.

(r) Use bird's eye aerial imagery (if it is made available through the Bing Maps Platform APIs) to reveal latitude, longitude, altitude or other metadata.

(s) Download, print, distribute, transmit or manipulate the bird's eye imagery, or offer others that ability, through your Company Application.

(t) Allow use of bird's eye imagery of the United States, Canada, Mexico, New Zealand, Australia, and/or Japan by a government entity.

(u) Use Content from Ordnance Survey for non-publicly available Company Applications.

(v) Use the Bing Service or Content with a vehicle's dashboard, or a device connected to a vehicle's dashboard, systems or sensors, except that the device may be connected to the vehicle power source for charging purposes.

Additional restrictions may apply to use of particular Content or functionalities, as set forth in the SDKs from time to time.

TRAVEL MATRIX

Status: Embedded

The Hierarchical Travel Matrix Data software incorporates a third-party software product ("TomTom Products"), including data, software and documentation provided to IFS by TomTom.

In addition to IFS Application Software license terms, the Customer ("End User" or "Licensee") agrees to observe the following EULA terms with respect to the TomTom Products ("Licensed Products") and the related application authorized by IFS under the applicable Order Form:

1. General

1.A The use of the Licensed Products is restricted for Customer's own internal business use and not for resale, distribution, sublicense or commercial use.

1.B Customer acknowledges that the Licensed Products are the confidential information of TomTom. Any unauthorized disclosure of the Licensed Products to third parties shall be prohibited.

1.C The unauthorized copying of the Licensed Products as well as the removal or obscuring of any copyright, trademark notice, or restrictive legend, shall be prohibited.

1.D TomTom shall have the right to audit the Customer for the purposes of these EULA terms.

1.E The covenants and obligations undertaken by Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.

1.F NEITHER TOMTOM NOR ITS SUPPLIERS SHALL BE LIABLE TO THE UNDERSIGNED FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TOMTOM SHALL HAVE NO MONETARY LIABILITY TO THE UNDERSIGNED FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT.

THE LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS" AND TOMTOM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY TOMTOM OR ANY OF ITS AGENTS, EMPLOYEES OR THIRD-PARTY PROVIDERS SHALL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

1.G Customer shall not use the Software to provide competitive information about TomTom or its products to third parties.

1.H The Software may not be used for in-flight navigation or in connection with any high-risk systems, devices, products or services that are critical to the health and safety or security of people and property.

1.I Customer shall not use the Software to create (or assist in the creation of) a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.

1.J In the event that any Customer is a government entity, the following shall apply:

U.S. GOVERNMENT RIGHTS. If Customer is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Products, the construction that provides greater limitations on the Government's rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. The Licensed Products are © 1992-202x by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed Products are a trade secret and a proprietary commercial product and not subject to disclosure.

U.S. Government RESTRICTED RIGHTS. The LBS Software is provided as "Commercial Computer Software" or "restricted computer software". Use, duplication, or disclosure by the U.S. Government or U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R.227.2702, as applicable or successor provisions. The manufacturer is Uber Technologies, Inc., San Francisco, CA, 94103

If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Licensed Products from public disclosure and to consider the Licensed Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed Products shall be terminated and considered immediately null and void. Any copies of the Licensed Products held by You shall immediately be destroyed. If any court of competent jurisdiction considers this clause void

and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed Products shall immediately be destroyed.

2. Specific conditions relating to certain products:

2A Additional provisions for data of Ireland. Customer is prohibited from using the data of Ireland in any printed, published form to be distributed freely or sold to the public.

2B As of the Effective Date, the following restriction applies to the Post Canada FSA layer and Canada 6-digit layer: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look- up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, Customer may optionally correct or derive Canadian Postal Codes using the Software, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Software, and optionally extract data for fleet management purposes.

2C Additional provisions with respect to TomTom Traffic Licensed Product: Customer specifically agrees that it shall not: (i) store the data for more than twenty-four (24) hours on its servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).

2D Additional provisions with respect to the Speed Profiles, TomTom Traffic, and any other traffic related Licensed Product: Neither the Data nor the Licensed Products such as Speed Profiles or TomTom Traffic or any derivatives thereof shall be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices. With regards to Speed Profiles, End User acknowledges and agrees that the actual speeds may not reflect the legally imposed speed limits.

3. Additional TomTom third party provisions

3A The Licensed Products may include data which TomTom licenses from third parties. Customer will comply with all requirements and restrictions which such third parties may TomTom to impose on licensee's (and as may be updated and amended by TomTom from time to time). All applicable restrictions are set out at https://www.tomtom.com/en_gb/thirdpartyproductterms/terms/. The terms set out in such weblink may be updated by TomTom quarterly and it shall be Customer's responsibility to check, review and comply with any updated or amended terms that would apply to the Licensed Products.

TOM TOM REAL TIME TRAFFIC DATA PRODUCTS

Status: Embedded

The IFS PSO software incorporates a third-party software product ("TomTom Products"), including data, software and documentation provided to IFS by TomTom.

In addition to IFS Application Software license terms, the Customer ("End User" or "Licensee") agrees to observe the following EULA terms with respect to the TomTom Products ("Licensed Products") and the related application authorized by IFS under the applicable Order:

1. General

1.A The use of the Licensed Products is restricted for Customer's own internal business use and not for resale, distribution, sublicense or commercial use.

1.B Customer acknowledges that the Licensed Products are the confidential information of TomTom. Any unauthorized disclosure of the Licensed Products to third parties shall be prohibited.

1.C The unauthorized copying of the Licensed Products as well as the removal or obscuring of any copyright, trademark notice, or restrictive legend, shall be prohibited.

1.D TomTom shall have the right to audit the Customer for the purposes of these EULA terms.

1.E The covenants and obligations undertaken by Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.

1.F NEITHER TOMTOM NOR ITS SUPPLIERS SHALL BE LIABLE TO THE UNDERSIGNED FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TOMTOM SHALL HAVE NO MONETARY LIABILITY TO THE UNDERSIGNED FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT.

THE LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS" AND TOMTOM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY TOMTOM OR ANY OF ITS AGENTS, EMPLOYEES OR THIRD-PARTY PROVIDERS SHALL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

1.G Customer shall not use the Software to provide competitive information about TomTom or its products to third parties.

1.H The Software may not be used for in-flight navigation or in connection with any high-risk systems, devices, products or services that are critical to the health and safety or security of people and property.

1.I Customer shall not use the Software to create (or assist in the creation of) a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.

1.J In the event that any Customer is a government entity, the following shall apply:

U.S. GOVERNMENT RIGHTS. If Customer is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Products, the construction that provides greater limitations on the Government's rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. The Licensed Products are © 1992-202x by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed Products are a trade secret and a proprietary commercial product and not subject to disclosure.

U.S. Government RESTRICTED RIGHTS. The LBS Software is provided as "Commercial Computer Software" or "restricted computer software". Use, duplication, or disclosure by the U.S. Government or U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R.227.2702, as applicable or successor provisions. The manufacturer is Uber Technologies, Inc., San Francisco, CA, 94103

If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Licensed Products from public disclosure and to consider the Licensed Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed Products shall be terminated and considered immediately null and void. Any copies of the Licensed Products held by You shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole

or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed Products shall immediately be destroyed.

2. Specific conditions relating to certain products:

2A Additional provisions for data of Ireland. Customer is prohibited from using the data of Ireland in any printed, published form to be distributed freely or sold to the public.

2B As of the Effective Date, the following restriction applies to the Post Canada FSA layer and Canada 6-digit layer: The 6- digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look- up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, Customer may optionally correct or derive Canadian Postal Codes using the Software, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Software, and optionally extract data for fleet management purposes.

2C Additional provisions with respect to TomTom Traffic Licensed Product: Customer specifically agrees that it shall not: (i) store the data for more than twenty-four (24) hours on its servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).

2D Additional provisions with respect to the Speed Profiles, TomTom Traffic, and any other traffic related Licensed Product: Neither the Data nor the Licensed Products such as Speed Profiles or TomTom Traffic or any derivatives thereof shall be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices. With regards to Speed Profiles, End User acknowledges and agrees that the actual speeds may not reflect the legally imposed speed limits.

3. Additional TomTom third party provisions

3A The Licensed Products may include data which TomTom licenses from third parties. Customer will comply with all requirements and restrictions which such third parties may TomTom to impose on licensee's (and as may be updated and amended by TomTom from time to time). All applicable restrictions are set out at https://www.tomtom.com/en_gb/thirdpartyproductterms/terms/. The terms set out in such weblink may be updated by TomTom quarterly and it shall be Customer's responsibility to check, review and comply with any updated or amended terms that would apply to the Licensed Products.

CLICKLEARN

Status: Resold

Terms and Conditions for the Supply of ClickLearn Services:
ClickLearn | Terms and Conditions

CROSSER

Status: Resold

1. Definitions

"Customer" means IFS' End-Customers.

"Products" means any Crosser Service and Software jointly. The Crosser Platform is a hybrid solution with a SaaS Service and Software.

"Service" means any Crosser SaaS service or product, such as Crosser Cloud, including Crosser Control Center, or any other current or future offerings that are delivered as a cloud/web or hosted service.

"Software" means the executable versions of the software programs owned, such as the Crosser Node, distributed or licensed by Crosser included in Software (and any part of them) which are to be supplied r to Customer and for which Customer is granted a limited license.

2. Service and Provisioning of Service

Crosser's Services are offered based on an assumption of 99.5 % average availability, based on an annual Service time of 24/365. The availability assumption does not cover downtime caused by planned maintenance windows, disturbance in availability caused by Customer or by force majeure events.

Without Crosser's prior written approval and subject to paying the applicable Service Fees, the Customer may solely use the Service for the Customer's and Customer's Affiliates own business and may not forward the Service or allow others to exercise the Service.

3. The Software and licensing of the Software

The standard End-User-License Agreement/Terms Acceptance Procedure do not apply to licenses resold/sublicensed by IFS. Instead the following terms shall apply. IFS may resell/sublicense Software licenses to Customers only to the terms and conditions below.

All Software licensed under the Agreement includes and requires a license granted by Crosser and requires the Customer to download and install the Software in Customer's premises within Customer's infrastructure. Subject to payment of the applicable fees, Customer is granted a limited, non-exclusive, right to use the Software.

The grant is based on an assumption of the Customer using the Software in an approved technical- and operational environment as specified at https://support.crosser.io/portal/en/kb/articles/requirements, and in accordance with the user- and technical manual and any other instructions provided by Crosser available here:

https://support.crosser.io/portal/en/kb/articles/requirements.

The features and limitations of each Software, and the types of results generated, are described in the Documentation. Crosser may at its sole discretion modify the features of Software from time to time without prior notice.

Without Crosser's prior written approval and subject to paying the applicable License Fees, Customer may solely use the Software for the Customer's and Customer's Affiliates own business and Customer Data and may not sublicense the Software or allow others to exercise the Software.

Customer understands and agrees that it shall only use the Software in a manner that complies with any and all applicable laws in the jurisdictions in which the Software is used. Usage shall be in accordance with applicable restrictions concerning privacy, intellectual property rights and other laws. Customer may not use the Software for any purpose other than as described herein or in the applicable product description or manual.

Customer/ understands and agrees to not intentionally (a) interfere with other customers' access to, or use of, software or Cloud Services, or with its security; (b) facilitate the attack or disruption of the Software, third party software or Cloud Services, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); or (c) cause an unusual spike or increase in the use of the Software that negatively impacts the Software's, third party software or Cloud Services' operation. "Cloud Service" means Crosser's or third party's hosted software-as-a-service offering or other cloud-enabled feature.

It is acknowledged that Crosser operates a trust model where End-Customers are allowed, at its discretion, to expand their use and add more capacity of the Software beyond the actually licensed scope ("Overage"). The End-Customer is responsible to monthly report any such Overage to IFS and Crosser will also technically monitor the use of the Software by the End-Customer and record such Overage.

4. The use of Third-Party Apps and Products

The Products supports integrations and other connections to certain non-Crosser services. If a Customer chooses to use a non-Crosser service with the Service, in doing so, the Customer hereby grants to Crosser permission to interoperate with the non-Crosser service. Such acquisition and use of non-Crosser services is governed solely by the terms of the relationship between Customer and the provider of the non-Crosser services.

The Products may allow Customer to access or acquire software, services, websites, links, content, material, integrations, bots or applications from independent third parties (companies or people who aren't Crosser) (jointly "Third-Party Apps and Products"). Crosser's Products also help Customer find, make requests to, or interact with Third- Party Apps and Products or allow Customer to share Customer Data, and Customer confirms that it understands that Customer is directing Crosser Products to provide Third-Party Apps and Products to Customer. The Third-Party Apps and Products may also allow Customer to store Customer Data

With a publisher, provider or operator of the Third-Party Apps and Products.

Although Customer may be able to connect to or otherwise access Third-Party Apps and Products and other non- Crosser services or other non-Crosser material through the Products, Customer acknowledges and agrees that: (a) Crosser does not control and is not responsible for any non-Crosser material; (b) Crosser has no liability with respect to any use of non-Crosser material; (c) Customer is responsible for complying with any licenses and other terms applicable to the non-Crosser material; (d) Customer agrees to assume all risk and liability arising from Customer's use of the Third-Party Apps and Products and other non- Crosser materials and that Crosser is not responsible for any issues arising out of Customer's use of them; and (e) Crosser is not responsible or liable to Customer's or any third parties for information or services provided by any Third-Party Apps and Products.

Any use or changes to Third-Party Apps and Products or any other non-Crosser material, including their availability or unavailability, during the term does not affect Customers obligations and Customer is solely responsible for any Customer and third-party damage and claims arising from such use.

5. Proprietary Rights

Subject to the limited rights expressly granted hereunder, Crosser and its licensors reserves all rights, title and interest in and to the Products, including all related intellectual property rights. No rights are granted to Customer and its Affiliates hereunder other than as expressly set forth herein.

Customer may only modify the parts of the Product which are enabled for modification and integration to other software, without Crosser's prior written consent. Customer may not alter, translate, create derivative works based on the Product, decompile, reverse assemble or reverse engineer the Product, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law.

6. Warranties and Disclaimers

Crosser represents and warrants that the Services, Software, and Support provided by Crosser shall be (i) performed in a professional and workmanlike manner in accordance with generally accepted practice in the industry and pursuant to the provisions of the Agreement and appendices hereto and (ii) performed in accordance with applicable law.

Crosser warrants that the Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on infrastructure in accordance with Crosser's recommended technical requirements specified at https://support.crosser.io/portal/en/kb/articles/requirements.

Crosser further warrants that the Software will substantially conform to its specifications. Crosser does not warrant that the Software will operate in other hardware and software, or combinations thereof, than Crosser's recommended technical requirement available at https://support.crosser.io/portal/en/kb/articles/requirements, or meet requirements specified by the Customer. Crosser does not warrant that the operation of the Software will be uninterrupted or error free. The Customer acknowledges that error free software cannot be reasonably expected within the software industry. Crosser provides all third-party products and software as is.

Customer is solely responsible for any defects or malfunction due to Customer's installation or use of any products or software developed by Customer or by installation or use of Third-Party Apps and Products or any other non-Crosser material and Crosser disclaim any Customer and third-party claims based on such installation or use.

7. Limitation of Liability

Crosser's warranties and responsibilities do not cover indirect losses. Indirect losses include, but are not limited to, loss of profits, loss of business, losses caused by disruption or lack of availability, loss of and damage to data, any third- party claims made and any other consequential damages.

Crosser shall not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

8. Support

Support consists of assistance in correction of errors in a Product or any issue that is not covered by manuals or installation guides or other Documentation.

Support is offered on the Current Release (meaning the latest release) of a Software and the preceding Release (Current Release - 1). If Customer runs an older version of the Software (Current Release - 2 or older), Crosser may require Customer to upgrade the Software to a supported version prior to offering Standard Support.

Crosser's Support is provided by the Crosser Support Portal (www.support.crosser.io) or by email (support@crosser.io) during 8.00-17.00 CET weekdays excluding local public holidays.

Additional Support may be offered and provided by Crosser subject to payment of applicable fees.

ADOBE SIGN

Status: Resold with integration – available via IFS Cloud known under Electronic Signature Integration.

www.adobe.com/go/terms

POKA

Status: Resold

Terms, Conditions and Policies
Legal | Poka

Poka Automate/ Workato
https://www.workato.com/legal/embedded-software-supplemental-terms

OMNIBYTE TERMS – IFS ADVANCED TERMS

Status: Resold with integration

IFS has the right to grant access to and right to use OmniByte Software and provide OmniByte Services to Customer. This will be provided to Customer subject to these IFS OmniByte terms ("OmniByte Terms"), which are supplemental to the IFS terms and on payment of the applicable fees and charges.

These OmniByte Terms provide additional terms and conditions for Customer's access to and use of the OmniByte Software and provision of any OmniByte Services. In the event of any conflict between any other IFS terms applicable hereto and the provisions of these OmniByte Terms, these OmniByte Terms shall take precedence.

IFS will use OmniByte and personnel from IFS Affiliates or partners around the world to provide any OmniByte Services.

1. DEFINITIONS

Defined terms used in these OmniByte Terms shall have the meanings given to them below:

"Aggregated Statistics" has the meaning set forth in Section 3.5.

"Authorized User" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the OmniByte Software under the rights granted to Customer pursuant to these OmniByte Terms and (ii) for whom access to the OmniByte Managed Service has been purchased hereunder in accordance with the applicable purchase order.

"Bug" means "a software defect in the OmniByte Software or the OmniByte Managed Service, which consists of a nonconformity between the unmodified software and its applicable functional specifications, which for the OmniByte Software and the OmniByte Managed Service are set forth in the Software Documentation.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the OmniByte Managed Service.

"Current Release" means the latest Release of the OmniByte Software offered by OmniByte for general commercial distribution and other currently supported Releases as designated by OmniByte in the then current OmniByte Support Policy.

"Environment" means the complete infrastructure and OmniByte Software installation running, which makes up the technical solution for a particular purpose, as specified in the applicable order. For example, "Production" or "Test".

"Feedback" has the meaning set forth in Section 7.

"Fix" "means a correction to an Issue, Bug or a Security Vulnerability in the OmniByte Software. Fixes are compatible with the applicable Current Release designated by OmniByte.

"Issue" means an identified Bug, Outage or other event impacting the performance of the OmniByte Managed Service.

"OmniByte Deliveries" means such portions of the OmniByte Software, OmniByte Managed Service, OmniByte Support Services and any other related services provided to the Customer as specified in the applicable Order Form, as well as the Software Documentation and any other appurtenant documentation provided in conjunction therewith.

"OmniByte Managed Service" has the meaning set forth in Section 3.

"OmniByte Software" means OmniByte standard, unmodified proprietary Forms Pro OmniByte Software products, applications, "apps" and programs (but, for the avoidance of doubt, excluding any third-party software included therein or associated therewith) which Customer has licensed and/or been granted the right to access and use under an order. It is limited to machine readable code (generally referred to as executable or object code) and the user instructions included in the Software Documentation. It does not include vocabularies and other items generally referred to as source code, nor any descriptions not included in the Software Documentation.

"OmniByte Support Services" means the support and maintenance purchased by Customer for particular OmniByte Software, which includes different support options, as specified on the Order Form. OmniByte Support Services may be limited to certain software installation(s), instance(s), environment(s), language version(s), and country(ies) /site(s) as specified in the applicable Order Form.

"Privacy Policy" has the meaning set forth in Section 3.7.

"Releases" means a version of the OmniByte Software designated by OmniByte as a "Release" and made available for general commercial distribution, typically containing new functionality, a cumulative set of Fixes and Improvements, as well as potential architectural changes.

"Service Suspension" has the meaning set forth in Section 3.6.

"Site"means the site at which the Customer utilizes the OmniByte Software.

"Software Documentation" means the reference documentation produced by OmniByte describing the function of, and provided together with, the OmniByte Software or the OmniByte Managed Service in either an on-line manual or knowledge base format.

"Third-Party Components" has the meanings et forth in Section 7.

"Upgrade" means a promotion from one Release of the OmniByte Software to the new Release, which may require a project assignment separately agreed in writing between the Parties, that may include implementation services and other related professional services.

2. OMNIBYTE SOFTWARE

If Customer has purchased a license to use the OmniByte Software, as further specified in the applicable Order Form, the following terms will apply:

2.1 LICENSE GRANT. Customer is granted a non-exclusive, non-transferable, limited license to download, install and use the OmniByte Software for any domains, servers and devices owned or otherwise controlled by Customer in accordance with the OmniByte Software Documentation.

2.2 COPIES. Customer may maintain a separate non-productive backup, disaster recovery and/or testing environment or server for the OmniByte Software. Customer may not have more than one active installation of the OmniByte Software unless Customer purchase additional OmniByte Software licenses.

2.3 USER RESTRICTIONS. Download and/or use of the OmniByte Software is limited to (a) the licenses purchased as specified in the applicable Order Form; and (b) the number of users Customer have licensed and paid for.

2.4 COMPANY RESTRICTIONS. Customer may use the OmniByte Software only to process Customer's data or data of Customer Affiliates. The OmniByte Software may not be used to process the data of any other entity or to operate a service bureau.

2.5 FURTHER RESTRICTIONS. Customer may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the OmniByte Software, except and only to the extent that it is expressly permitted by applicable law. Subject to these OmniByte Terms, Customer may view, print or download a reasonable number of copies of any content at the Site for Customer's own informational purposes; provided, that Customer retain all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any content, materials or design elements on the Site for any other purpose is strictly prohibited without the express prior written permission of IFS or OmniByte.

2.6 SUPPORT, NEW RELEASES AND PLANNED MAINTENANCE. Provided Customer has a valid agreement for the provision of Support Services in regards of the OmniByte Software, Support Services will be provided to Customer pursuant to the applicable Support Terms, subject to the following terms:

(a) OmniByte will maintain the Current Release so that it operates in substantial conformity with its Software Documentation and will make all reasonable efforts to resolve Issues of which OmniByte becomes aware.

(b) Customer hasthe right to Fixes related to Current Release(s) as made available by OmniByte.

(c) Customer has theright to any new Release of the OmniByte Software made available by OmniByte.

(d) Customer's use of Fixes and any new Release made available hereunder will be subject to the software license terms applicable to the OmniByte Software and/or, where relevant, the applicable third-party license terms.

(e) Fixes are made solely for the purpose of the applicable Current Release and Customer accepts that there is no warranty as to the conformity with other Releases of the OmniByte Software or any other software. The implementation of new Releases of the OmniByte Software may require Customer to acquire new releases of, or additional, third-party software and hardware, and may not be compatible with, be based on, or include the same technology, architecture, or functionality as prior Releases. The OmniByte Software Fact Sheet provides updated information about hardware compatibility and is updated with each new Release.

3. OMNIBYTE MANAGED SERVICE

If Customer has purchased the right to use the OmniByte Managed Service, as further specified in the applicable Order Form, the following terms will apply:

3.1 ACCESS TO THE OMNIBYTE MANAGED SERVICE. Customer is granted a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the OmniByte Managed Service during the subscription term for such service solely for Customer's internal business operations by Authorized Users in accordance with the terms and conditions herein. Customer will be provided the access credentials to allow Customer access. The OmniByte Managed Service shall be comprised of:

(a) Installationand initialization of the OmniByte Managed Service;

(b) Facilitating network connectivity into the OmniByte Managed Service (excluding for the avoidance of doubt Customer's network connectivity into the OmniByte Managed Service);

(c) Management of OmniByte Managed Service and agreed Environments;

(d) The provision of OmniByte Managed Service availability information generated through monitoring tools.

(e) In order to assure the continuity of the OmniByte Managed Services, Customer must be in compliance with the Release/Service Update requirements described in the Forms Pro Support Policy.

3.2 ACCOUNT USE. Customer is responsible and liable for all uses of the OmniByte Managed Service resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Attachment. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these OmniByte Terms if taken by Customer will be deemed a breach of these OmniByte Terms by Customer.Customer shall use reasonable efforts to make all Authorized Users aware of the provisions of these OmniByte Terms applicable to such Authorized User's use of the OmniByte Managed Service and shall cause Authorized Users to comply with such provisions.

3.3 CUSTOMER DATA. Customer Data is owned by Customer. Customer, not OmniByte shall have sole discretion and control as to the Customer Data entered into and used with the OmniByte Managed Service. Accordingly, Customer have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and the right to use all Customer Data. OmniByte shall not be responsible or liable for Customer's deletion, destruction, damage, loss or failure to store Customer Data. Certain types of information are subject to special regulation which would give rise to specific data handling requirements under applicable laws and regulations ("Regulated Information"). OmniByte does not intend to receive Regulated Information and shall not be responsible for any requirements therefor.

3.4 PASSWORDS AND ACCESS CREDENTIALS. Customer is responsible for keeping Customer's passwords and access credentials associated with the OmniByte Managed Service confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to Customer's passwords or access credentials.

3.5 AGGREGATED STATISTICS. OmniByte may monitor Customer's use of the OmniByte Managed Service and collect and compile data and information related to Customer's use of the OmniByte Managed Service in an aggregated and anonymized, de-identified, or otherwise obfuscated manner, including to compile statistical and performance information related to the provision and operation of the OmniByte Software. ("Aggregated Statistics"). Customer acknowledges and confirms that all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by OmniByte. Customer acknowledge that OmniByte may compile Aggregated Statistics based on Customer Data input into the OmniByte Software. Customer agrees that OmniByte may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3.6 SUSPENSION OF THE OMNIBYTE MANAGED SERVICE. Customer's and any other Authorized User's access to any portion or all of the OmniByte Managed Service may be temporarily suspended if: (i) IFS or OmniByte reasonably determines that (A) there is a threat or attack on the OmniByte Managed Service; (B) Customer's or any other Authorized User's use of the OmniByte Managed Service disrupts or poses a security risk to the OmniByte Managed Service or to any other customer or vendor of OmniByte; (C) Customer or any other Authorized User is using the OmniByte Managed Service for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) the provision of the OmniByte Managed Service to Customer or any other Authorized User is prohibited by applicable law; or (ii) any vendor of OmniByte has suspended or terminated OmniByte's access to or use of any third-party services or products required to enable Customer to access the OmniByte Managed Service (any such suspension described in subclause (i) or (ii), a "Service Suspension"). IFS shall use commercially reasonable efforts to provide written notice of any Suspension to Customer and to provide updates regarding resumption of access following any Suspension. IFS shall use commercially reasonable efforts to resume the provision of access to the OmniByte Managed Service as soon as reasonably possible after the event giving rise to the Suspension is cured. Neither IFS nor OmniByte will have any liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Suspension.

3.7 PRIVACY POLICY. In terms of privacy the OmniByte Managed Service is provided in accordance with OmniByte's privacy policy available at https://omnibyte.com/privacy/ ("Privacy Policy") as amended from time to time as described therein.

3.8 CUSTOMER RESPONSIBILITIES. Customer is responsible for day to day functional administration and usage of the OmniByte Managed Services, including but not limited to the following:

(a) Configuration and management of Customer on-site routes/firewalls used to establish VPN or other connectivity;

(b) Configuration and management of software (if any) installed on site with Customer (such as on-site print agents or off-shore environments);

(c) Installation, configuration, and maintenance of any software on end-user machines;

(d) Managing Customer Data;

(e) Internal Customer case/problem management; centralized co-ordination of Incident reporting to OmniByte in accordance with the terms of this Agreement;

(f) Creating and managing Authorized Users, profiles, settings and permissions;

(g) Configuring and managing archiving, history logging, tasks, background jobs, messages, and event actions;

(h) Report management and archiving, and print manager configuration; and

(i) Functional use of the OmniByte Managed Service, including integrations.

3.9 SOFTWARE SERVICE AVAILABILITY.

(a) Definitions. The following definitions applicable to this section only:

(1) "Availability" means such times where the OmniByte Managed Service is available, i.e. not being subject to an Outage. The % availability calculation formula, measured over the relevant calendar month, is as follows (where "A" = Availability, "T" = the total Service Hours in the relevant calendar month (calculated in minutes), "O" = Sum of Outages): A = (T – O) x 100% / T.

(2) "Clock-Stop Events" means elapsed time, (a) during Scheduled Downtime, (b) waiting for necessary and requested response, input, assistance or approval from the Customer upon which the OmniByte Software performance depends, and/or (c) during which an Excluded Incident exists.

(a) An Excluded incident is an incident that is:

- Outside the control of OmniByte or the Cloud Platform Vendor or by other elements outside the reasonable control of OmniByte; or
- Relating to Content (Customer data and other data submitted to the Cloud Platform) or Configurations; or
- A Customer-Induced issue or an issue arising as a result of Customer's failure to comply with reasonable instructions regarding the use of the Services; or
- An incident occurring or extending beyond the applicable Support Period or occurring as a result of an Environment being in a Non-Current State for reasons not attributable to OmniByte.

(3) "Key User" means a person (or persons) appointed by the Customer who is trained and qualified to handle initial problem resolution and report Issues and Bugs in the OmniByte Software.

(4) "Outage" means the elapsed net-resolution time during which it is not possible for one or more Authorized Users to log-in to the OmniByte Managed Service, as determined by OmniByte or the cloud services vendor from automated health monitoring and system logs, due to a failure in the cloud services. The duration of an Outage is measured during service hours on a net-resolution time basis from which the accumulated time for all Clock-Stop Events related to the Outage will be deducted, until the Outage has been temporarily or permanently resolved.

(5) "Scheduled Downtime" means any period of scheduled maintenance used to perform any necessary changes, including any period scheduled by the cloud services vendor for such service. Scheduled Downtime comprises: (a) planned and scheduled maintenance periods (b) Customer initiated downtime; (c) where necessary, scheduled additional maintenance windows, as agreed with Customer, to implement Customer-approved changes of the OmniByte Managed Service; and (d) Cloud Services maintenance operations (scheduled by the cloud services vendor with notice provided approximately one week in advance).

(b) SERVICELEVEL - AVAILABILITY TARGET AND SERVICE CREDITS.

(1) The Availability target is 99.5% for the OmniByte Managed Service. In the event the Availability target is not achieved during any calendar month, the Customer is entitled to a service credit as specified below ("Availability Service Credit"). Any cumulative Availability Service Credits will be applied quarterly as a reduction to the Customer's next invoice.

(2) The Availability Service Credit shall be:

Between 0.5% and 1% below Availability target: 5% of monthly OmniByte Managed Service fees due to OmniByte;

Between 1% and 5% below Availability target: 15% of monthly OmniByte Managed Services fees due to OmniByte; and

More than 5% below Availability target: 20% of monthly OmniByte Managed Services fees due to OmniByte.

Total Availability Service Credits per calendar month may not, in the aggregate, exceed the amount corresponding to one month's fees for the OmniByte Managed Service hereunder.

(3) Any claim for an Availability Service Credit shall be reported as a Case by the Key User in the Forms Pro case management portal, accompanied with a detailed written description of the applicable Incident to which it relates. Such a Case shall be raised within 60 days of the end of the calendar month in which the Outage to which the claim relates occurred. Customer must be in compliance with the IFS AUP to make such a claim. OmniByte will evaluate all information reasonably available to it and make a good faith determination of whether an Availability Service Credit is owed and will use commercially reasonable efforts to process claims within thirty (30) days of receipt. IFS will pass on any credit it receives from OmniByte. If the Availability target in regards of the production environment is not achieved during any consecutive three (3) calendar months in any contract year and for which the Customer was entitled to a Availability Service Credit ("Availability Failure"), the Customer may terminate the OmniByte Managed Service on providing at least five (5) days and no more than ninety (90) days written notice to IFS, provided such notice is received by IFS within thirty (30) days of determining such Availability Failure occurred. In the event of termination pursuant to this section: (a) Customer will be provided with a pro-rata refund of any fees paid for the OmniByte Managed Service which relates to periods after the date of termination; and (b) Support Services shall continue, but on support terms for non- OmniByte Managed Service customers, for the period Customer remains entitled to such Support Services. Termination of the OmniByte Managed Service pursuant to this section 3.10 shall not impact any software license or other services (including for the avoidance of doubt Support Services) all of which will continue in full force and effect subject to the terms of the agreement in respect thereof. Customer acknowledges that the Availability target is not warranted. Any Availability Service Credits due to the Customer and the remedies for Availability Failure shall be the Customer's sole remedy with respect to any failure to meet the applicable Availability target.

(4) For the avoidance of doubt: (a) the Availability targets described herein are not part of or related to any other service level agreement or target as may be applicable between the parties e.g. for Support Services; (b) Availability Service Credits payable hereunder are alternative and not cumulative, which means that where a credit would be payable by OmniByte to Customer also under a different service level agreement for the same Incident, payment will only be made for the higher value one on a mutually exclusive basis e.g. where an Availability Service Credit is due as well as a credit in respect of Support Services; and (c) Availability Service Credits cannot be claimed for Outages constituting or resulting from Excluded Incidents.

4. USE RESTRICTIONS

4.1 Customer shall not, and shall not permit any Authorized Users to, use any OmniByte Software component, the OmniByte Managed Service or the Documentation for any purposes beyond the scope of the access granted in these OmniByte Terms. Customer shall not at any time, directly or indirectly, permit any Authorized Users to: (i) copy, modify, or create derivative work, in whole or in part, of the OmniByte Deliveries (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available any component of the OmniByte Deliveries or any Documentation related thereto except as expressly permitted under this Attachment; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of OmniByte Deliveries, in whole or in part; (iv) use the OmniByte Deliveries in order to build a competitive product or service; (v) copy any features, functions, graphics, trademarks or copyright of the OmniByte Deliveries; (vi) use the OmniByte Deliveries to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (vii) remove any proprietary notices from the OmniByte Deliveries or the Documentation; or (viii) use the OmniByte Deliveries or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule. If the restriction set forth in clause (iii) above is prohibited by applicable law, Customer shall provide IFS with detailed prior written notice of any such intention to reverse engineer the OmniByte Deliveries. Customer shall notify IFS and IFS and/or OmniByte shall be given a right of first refusal to perform such work at rates equal to those proposed by a recognized third-party software services provider for such work.

5. THIRD-PARTY COMPONENTS

5.1 The OmniByte Deliveries may contain or otherwise make use of software, code or related materials from third parties, including, without limitation, "open source" or "freeware" software ("Third-Party Components"). Third Party Components may be licensed under additional or other license terms that accompany such Third-Party Components Customer acknowledge and agree that these accompanying license terms govern their use. Nothing in these OmniByte Terms limits Customer's rights under, or grants Customer rights that supersede, the license terms that accompany any Third-Party Components. OmniByte shall: (a) pass through to Customer any warranty or other rights it receives for any Third-Party Components; and (b) reasonably cooperate with Customer in enforcing such rights, at Customer's expense.

6. TERM

6.1 The term shall be as set forth in the applicable Order Form.

7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

7.1 OmniByte owns all right, title, and interest, including all intellectual property rights, in and to the OmniByte Deliveries, and any improvements, enhancements or modifications thereto or derivative works thereof. OmniByte reserves all rights not expressly granted to Customer in these OmniByte Terms and except for the limited rights and licenses expressly granted under these OmniByte Terms, nothing in these OmniByte Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the OmniByte Deliveries.

7.2 Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. Any Customer suggestions or recommended changes to the OmniByte Deliveries, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), may be freely used by IFS and/or OmniByte irrespective of any other obligation or limitation under any applicable contract governing such Feedback and will be treated as non- confidential.

8. INDEMNIFICATION

8.1 BY CUSTOMER. Customer will indemnify, defend, and hold harmless each of IFS and OmniByte from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against IFS and/or OmniByte and its affiliates regarding: (i) Customer Data; (ii) Customer's use of the OmniByte Deliveries in violation of these OmniByte Terms; or (iii) use of the OmniByte Deliveries in violation of these OmniByte Terms.

8.2 BY IFS. IFS will indemnify, defend, and hold harmless Customer to the extent IFS is indemnified by OmniByte, from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Customer to the extent based on an allegation that OmniByte's technology used to provide the OmniByte Deliveries to the Customer infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of the third party. In no event will IFS have any obligations or liability under this section arising from: (i) use of any OmniByte Deliveries in a modified form or in combination with materials not furnished by OmniByte and (ii) any content, information, or data provided by Customer, or other third parties.

8.3 POSSIBLE INFRINGEMENT. If IFS or OmniByte believes the OmniByte Deliveries infringe or may be alleged to infringe a third party's intellectual property rights, then IFS may: (i) obtain the right for Customer, at IFS's expense, to continue using the OmniByte Deliveries; (ii) procure a non-infringing functionally equivalent replacement; or (iii) procure the modification of the OmniByte Deliveries so that they no longer infringe. If IFS does not believe the options described in this section are commercially reasonable then IFS may suspend or terminate Customer's use of the affected OmniByte Deliveries (and provide Customer with a pro-rata refund of prepaid fees for the OmniByte Deliveries).

8.4 GENERAL. The Party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDIES UNDER THESE OMNIBYTE TERMS FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE OMNIBYTE DELIVERIES.

9. DISCLAIMERS

9.1 OTHER THAN AS EXPRESSLY SET FORTH HEREIN, THE OMNIBYTE DELIVERIES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, NEITHER CUSTOMER NOR IFS AND THEIR RESPECTIVE AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.

9.2 The limitations of liability under the Master Agreement shall apply to these OmniByte Terms.

10. MISCELLANEOUS

10.1 MODIFICATIONS TO THE OMNIBYTE DELIVERIES AND APPLICABLE TERMS. The OmniByte Deliveries may be updated from time to time; if changed in a manner that materially impacts their functionality, Customer will be informed in writing.

In addition to these OmniByte Terms, Customer acknowledges that IFS's provision of the OmniByte Deliveries hereunder is subject to the OmniByte terms & conditions currently applicable to IFS, as amended from time to time. IFS will notify Customer in the event any change of the OmniByte terms & conditions entails a material change to the provision of the OmniByte Deliveries impacting the Customer's use thereof under these OmniByte Terms.

If in the reasonable opinion of Customer any of the aforesaid changes will materially impair the functionality or use of the OmniByte Deliveries then the Parties shall discuss in good faith the remedy or substantial mitigation of such impairment, the failure of which Customer may terminate the OmniByte Deliveries within 60 days of receiving notice of the change.

10.2 EXPORT REGULATION. TheOmniByte Software and the Managed Service utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the OmniByte Software, the OmniByte Managed Service, or the software or technology included in the OmniByte Software or the OmniByte Managed Service to, or make the OmniByte Software, the OmniByte Managed Service, the software or technology included in the OmniByte Software or the OmniByte Managed Service accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the OmniByte Software, the OmniByte Managed Service, or the software or technology included in the OmniByte Software or the OmniByte Managed Service available outside the US.

10.3 GOVERNING LAW. Reference is made to the Master Agreement. ANY LEGAL MATTERS ARISING BETWEEN CUSTOMER AND OMNIBYTE IN REGARDS OF THESE OMNIBYTE TERMS WILL BE GOVERNED BY THE LAWS OF STATE OF NORTH DAKOTA EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

10.4 THIRD PARTY BENEFICIARY. Customer accepts that OmniByte shall be designated as a third-party beneficiary for the purposes of these OmniByte Terms.

CADTALK

Status: Resold

These Terms of Service ("Terms") govern your access to and use of CADTALK. You agree that by registering or by using the Services, you are entering a legally binding agreement with CADTALK, LLC ("CADTALK") located in Ft Mitchell, KY USA, an Ohio LLC based on the Terms and the Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement"). Your access to and use of the Services is conditioned on your acceptance of and compliance with the Agreement. By accessing or using the Services you agree to be bound by the Agreement.

1. Basic Terms

1.1. You are responsible for your use of the Services, for any data you upload to the Services, and for any consequences thereof. You may use the Services only if you can form a binding contract with CADTALK and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are below the legal age required to enter into a legal agreement, then you may not access this Service.

1.2. You may not access the Service if you are a direct competitor of CADTALK, or an employee of a direct competitor of CADTALK.

1.3. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

1.4. The Services are always evolving, and the form and nature of the Services may change from time to time without prior notice to you. In addition, CADTALK may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

2. Privacy and Passwords

2.1. Privacy. Any information that you provide to CADTALK is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by CADTALK. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your CADTALK account, which you may not be able to opt-out from receiving.

You expressly grant us the right to include your name as a user of our products and services. However, neither partyshall use any logo or trademark owned by the other party unless pre-approved in writing by one of its officers.

2.2. Passwords. You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account and with other accounts that you may connect to your CADTALK account. CADTALK cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You are strictly prohibiting from sharing your password or log in credentials or allowing any other individual to use your log in credentials to access the Services. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and to notify Us promptly of any such unauthorized access or use.

3. ACCESS TO THE SERVICES.

3.1. Free Trial. CADTALK will make the Service available to You on a trial basis free of charge until the expiration date of the trial period, or the start date of any Purchased Service ordered by You. ANY DATA YOU ENTER INTO THE SERVICE, AND ANY CUSTOMIZATIONS MADE TO THE SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION BEFORE THE END OF THE TRIAL PERIOD.

3.2. Subscription Services. Other than during a Free Trial only subscribed users in good standing may access and use the Services. We may suspend or terminate your access to the Services for any outstanding payments until such amounts have been paid in full.

3.3. Usage Limitations. Your access to the Services may be subject to other limitations, such as, but not limited to, limits on disk storage space, and allowable bandwidth.

3.4. Loss of Data. CADTALK shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of User data, however, CADTALK shall not be liable for any loss of data. You are required to make backup copies of the information you enter into our Service.

4. USING THE SERVICES

4.1. CADTALK shall: (i) provide to You basic technical support for the Purchased Service as deemed reasonably necessary in CADTALK's sole discretion at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which CADTALK shall make reasonable effort to provide at least 8 hours' notice via the Purchased Service and which CADTALK shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday). In some cases, downtime may be unscheduled or beyond our control, (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, hurricanes, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Service only in accordance with applicable laws and government regulations.

4.2. You are directly responsible for verifying any users accessing the Services under your subscription are in compliance with this Agreement.

4.3. You must maintain a current subscription to continue to access the Services.

4.4. You may use the Services only in accordance with this Agreement, the User Manual and applicable laws and government regulations. You shall not (a) make the Service available to anyone other than valid licensed users, (b) sell, resell, rent or lease the Service, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Service to store or transmit Malicious Code,(e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (f) reverse engineer, telecommunicate transmittal or otherwise attempt to gain unauthorized access to the Service or their related systems or networks, (g) copy the documentation or software except as necessary to use the software as provided in the manual, (h) and distribute, rent, sub-license or lease the software or documentation, including translating, decompiling, disassembling, or creating derivative works.

5. PROPRIETARY RIGHTS

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, CADTALK reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Comments and Suggestions. CADTALK shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Service.

6. USER DATA

6.1. You are solely responsible for all data that you upload to the Services. Do not upload User Data you do not have permission to send to CADTALK or to use in accordance with these terms. You are responsible for creating backup copies of User Data and CADTALK is not responsible for loss of any User Data. By posting User Data on or through the Service, You represent and warrant that: (i) the User Data is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your User Data on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

6.2. You retain any and all of your rights to any User Data you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for User Data. By posting User Data using the Service you grant us the right and license to use, modify, and distribute such User Data only as reasonably necessary to grant you full use and access of the Services. CADTALK shall not access User Data except to provide the Service or prevent or address service or technical problems or the risk of injury, damage or loss to any third party, or at Your request in connection with customer support matters.

7. Disclaimers, Indemnification and Limitations of Liability.

Please read this section carefully since it limits the liability of CADTALK and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Cadtalk Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

7.1. The Services are Available "AS-IS". Your access to and use of the Services is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, CADTALK ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The CADTALK Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (iii) the deletion of, or the failure to store or to transmit, any data and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from CADTALK Entities or through the Services, will create any warranty not expressly made herein.

8. Limitation of Liability.

8.1. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, (A) NEITHER YOU NOR CADTALK SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF YOU OR CADTALK HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT SHALL CADTALK's AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID TO CADTALK BY YOU UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE INCIDENT.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by CADTALK. CADTALK shall indemnify and hold You harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorneys' fees and costs), alleging that the use of the Service as permitted hereunder infringes, misappropriates or violates the intellectual property rights of a third party.

9.2. Indemnification by You. You shall indemnify and hold CADTALK affiliates, officers, agents, and employees harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorney fees and costs), related to (1) the failure of you or your employees or agents to comply with the Terms and (2) any activity in which you or your employees or agents engage on or through the Services.

10. ENDING THESE TERMS.

The Terms will continue to apply until terminated by either you or CADTALK as follows.

10.1. You may end your legal agreement with CADTALK at any time for any reason by deactivating your accounts and discontinuing your use of the Services. In order to deactivate your account, please contact us sales@cadtalk.com. If you voluntarily deactivate your account you remain liable for any unpaid subscription fees for your full subscription term.

10.2. We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) any overdue subscription fees; (ii) you have violated these Terms, (iii) you create risk or possible legal exposure for us; or (iv) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.

10.3. In all such cases, the Terms and your license to use the Services shall terminate, except those sections you would expect to survive termination.

Nothing in this section shall affect CADTALK's rights to change, limit or stop the provision of the Services without prior notice, as provided above in section 1.

CADTALK may delete User data 60 days after the effective date of the termination of your subscription. CADTALK has no obligation to maintain or provide you with any User Data.

11. GOVERNING LAW

11.1. Injunctive Relief. Both parties acknowledge that it is impossible to measure fully, in money, the injury that will be caused to a party in the event of a breach or threatened breach of any of the provisions of this Agreement and both parties waive the claim or defense that it has an adequate remedy at law. In any action or proceeding to enforce the provisions of this Agreement, neither party will assert the claim or defense that such a remedy at law exists. Both parties will be entitled to injunctive relief to enforce the provisions of such sections hereof, without prejudice to any other claim that the enforcing party may have at law or in equity.

11.2. Arbitration. Except for actions initiated by either party for injunctive relief pursuant to the Injunctive Relief section of this Agreement, any dispute, controversy or claim arising out of, relating to or in connection with this Agreement or the performance or nonperformance of either party hereto will be submitted to arbitration under the rules and regulations of the American Arbitration Association. The prevailing party will be entitled to recover from the other party its costs and fees, including reasonable attorneys' fees. Any arbitration brought hereunder will be held in Kenton County, Kentucky. The decision and award of the arbitrator will be final and conclusive upon the parties, in lieu of all other legal, equitable or judicial proceedings between them, and no appeal or judicial review of the award or decision of the arbitrator will be taken, but rather any such award or decision may be entered as a judgment and enforced in any court having jurisdiction over the party against whom enforcement is sought.

11.3. Choice of Law/Venue. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder will be governed by the laws of the State of Kentucky, notwithstanding any conflict-of-law doctrines of Kentucky or any other jurisdiction to the contrary. Each of CADTALK and You hereby: (a) agrees that any legal proceeding arising out of or relating to this Agreement will be instituted in the United States District Court for the District of Kentucky, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in Kenton County, Kentucky; (b) consents to the personal and exclusive jurisdiction of such court; and (c) waives any objection that it may have to the laying of venue of any such proceeding and any claim or defense of inconvenient forum.

12. GENERAL PROVISIONS

12.1. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.2. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.3. Whole Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Except as otherwise expressly provided herein, this Agreement may only be amended in a writing signed by both parties.

12.4. Changes to the Agreement. We may revise these Terms from time to time, the most current version will always be available via the customer portal for CADTALK. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 10 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

ULTIMO

Status: Resold

Legal | IFS Ultimo EAM

PAGERO

Status: Resold

Pagero product terms are found at https://europe.thomsonreuters.com/trust-center/agreements/master-subscription-agreement - Pagero Master Subscription Agreement shall apply. Support for the Pagero Set up Services and Pagero Automated Trade Platform ("Pagero SaaS") will be provided in accordance with the applicable level of support purchased; basic or advanced. If basic, the Basic Service Level Agreement https://www.pagero.com/trust-center/agreements/basic-service-level-agreement applies. If advanced, the Advanced Support Agreement applies https://www.pagero.com/trust-center/agreements/advanced-support-agreement. While the Pagero SaaS is purchased through IFS in accordance with the terms of the Agreement, Pagero SaaS will be provided to Customer by Pagero and all support queries should be directed to Pagero in the first instance

IFS License Metrics

IFS CLOUD – GLOSSARY OF TERMS

Product	License Metric	License Metric Definition
IFS Cloud	Aircraft	means an Asset that is a uniquely identifiable airframe represented by an individual Asset master record in the Software.
	Assemblies Managed	means the number of such assemblies managed for maintenance, overhaul, or configuration purposes during the relevant measurement period.
	Assembly	means a system-recorded assembly or major sub-assembly composed of one or more Components and tracked as an individual Asset or serialized record in the Software.
	Asset	means a uniquely identifiable physical or logical object recorded in the Software for lifecycle management, maintenance, or operational tracking purposes, including where applicable parent and child assets.
	Asset Group (sometimes referred to as a *"Fleet"* or *"Platform"*)	means a persistent logical grouping of Asset records represented by an Asset Group master record in the Software, and not the Assets themselves.
	Batch or Lot	means a system-recorded grouping of produced items tracked collectively under a single batch or lot identifier in the Software.
	Batch Runs	means system-recorded batch execution events pursuant to which materials or products are processed or produced as a batch and tracked under a batch or lot identifier in the Software.
	Building	means a distinct building represented by a Facility or building master record in the Software that is managed, maintained, or serviced using the Software.
	Buildings Managed	means the number of buildings represented by Facility or building master records in the Software that are managed for facilities-management, maintenance, or service-delivery purposes.
	Component	means a system-recorded part or sub-assembly that forms part of a larger assembly and is tracked for genealogy, maintenance, or compliance purposes.
	Components Repaired / Refurbished / Overhauled	means Components (as defined) that undergo repair, refurbishment, or overhaul and are recorded against a Work Order, Shop Order, or equivalent throughput record in the Software during the relevant measurement period.
	Concurrent User	means Software licensed on the basis of the number of Users simultaneously accessing the Software at any time.
	Configuration	means a distinct product or system configuration represented by a Configuration record in the Software
	Contract" or "Service Agreement	means a persistent commercial agreement record governing service, maintenance, or delivery obligations and stored as a Contract record in the Software.
	Country	means as a Unit a Measure, the countries for which the Customer activates the Software allowing the Customer to define entities/companies and sites. The base country will be the country in which the Customer is located and is automatically assigned when the Unit of Measure is (partially or fully) "Country", other countries being additional countries as specified on the applicable Order Form.
	Customer Install Base	means the collection of customer-owned, customer-operated, or customer-supported products, equipment, assets, systems, or other serviceable objects represented by Asset, Equipment Object,

		Install Base, Serial Object, or equivalent records maintained in the Software.
	Customer Order	means a customer sales or service order recorded as a Customer Order record in the Software.
	Employee	means an individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied, and has recognized rights and duties.
	Equipment	means a uniquely identifiable item of operational, production, or service equipment represented as an Asset or equipment-object record in the Software.
	Equipment Manufactured	means finished equipment units produced pursuant to Production Orders or Shop Orders and recorded as manufactured finished equipment in the Software
	Facility	means a distinct operational site represented by a persistent master record in the Software at which assets, maintenance, service, or production activities are managed.
	Fixed	means general access functionality or modules set forth in the Order Form which resides at server level and may be accessed and used by any User.
	Fleet	means a defined collection of Assets represented by a persistent Fleet, Asset Group, or equivalent grouping record in the Software and used to manage, maintain, or report on assets collectively.
	Full User	means a User with unrestricted access to all licensed Software modules, functions and features.
	Heavy Checks	means a scheduled heavy-maintenance check (for example a C-check or D-check) recorded in the Software as a Work Order or maintenance-visit record, irrespective of completion status.
	Hull Block	means a discrete hull block or grand block recorded in the Software as a manufactured or assembled structural section of a Vessel under build.
	Infrastructure Size	means a declared or recorded measure of the scale of infrastructure under management, including length, capacity class, or equivalent non-consumptive indicators used solely for classification purposes.
	Job	means a contractor order in Contractor Management which has the status of "Work Authorized".
	Limited Task User/LTU	means a User with access restricted to specific Software modules, functions or features.
	Maintenance & Inspection Work Orders	means Work Orders created and recorded in the Software for the purposes of performing maintenance, inspection, testing, or compliance activities against Assets or Facilities.
	Maintenance Bay	means a distinct maintenance, hangar, dock, or workshop bay represented by a resource or location master record in the Software at which maintenance activities are performed.
	Mill	means a Site at which wood, pulp, paper, timber, or related manufacturing activities are performed and which is represented by a Site, Facility, Mill, or equivalent master record in the Software
	Mine	means a Site at which mineral extraction activities are performed and which is represented by a Site, Facility, Mine, or equivalent master record in the Software.
	Modules Manufactured/Produced	means a serialized or non-serialized finished product, assembly, equipment unit, machine, vehicle, device, or other manufactured item that has completed the Customer's production process and is represented in the Software as a finished good.

	MRO Event	means a planned or executed maintenance, repair, overhaul, inspection, sustainment, modification, or service visit represented by an MRO Event, Maintenance Visit, Program Event, or equivalent record in the Software and comprising one or more associated jobs, work orders, tasks, inspections, or maintenance activities.
	Named User	means a named User authorized to use the Software (or any portion thereof) regardless of whether the individual is actively using the Software at any given time; a non-human operated device will be counted as one or multiple Named User(s) (depending on the nature of operation) in addition to all individuals authorized to use the Software.
	Number of Active Projects	means the number of projects represented by Project records in the Software that exist and are not in a closed, cancelled, or archived state during the relevant measurement period.
	Paper Machines	means a distinct paper machine represented as an Asset or production-line record in the Software at a Production Mill.
	Parts Manufactured	means parts or components that are produced pursuant to Production Orders or Shop Orders and recorded as manufactured items in the Software.
	Plant	means a Site at which manufacturing, processing, assembly, treatment, refining, generation, or other industrial production activities are performed and which is represented by a Site, Facility, Plant, or equivalent master record in the Software.
	Platform	means a class, type, or operational grouping of Assets represented by a persistent Platform, Asset Group, Configuration, or equivalent grouping record in the Software and used to manage, maintain, or report on assets collectively.
	Processing Plant	means a Plant used primarily to transform, refine, separate, treat, or process raw materials, intermediate goods, or products and represented by a Site, Facility, Plant, or equivalent master record in the Software.
	Processor Core	means a functional unit on a processor chip used to interpret and execute computer instructions required to deliver the service.
	Production Line	means a distinct and persistent production line, manufacturing line, assembly line, or equivalent production resource represented by a Production Line or equivalent master record in the Software and used to manufacture, assemble, process, or package products.
	Production Order or Shop Order	means a system-recorded instruction to manufacture, assemble, refurbish, or otherwise produce output, represented as a Production Order or Shop Order record in the Software.
	Project	means a distinct body of planned work represented by a Project record in the Software and used to plan, execute, control, monitor, or deliver engineering, manufacturing, installation, service, construction, maintenance, or other operational activities.
	Quarry	means a Site at which stone, aggregate, sand, gravel, or other construction materials are extracted and which is represented by a Site, Facility, Quarry, or equivalent master record in the Software.
	Quays	means a distinct quay or berth represented by a master record in the Software at a port or terminal facility.
	Rail Infrastructure under Management	means rail infrastructure assets, including track networks, that are under operational management and whose extent may be expressed in kilometers or miles for the purpose of classifying scale.

	Resource	means an individual person, tool, vehicle, machinery, or other thing, including without limitation digital agents, that may have activities assigned to it to enable the carrying out of an activity, job, operation, order or task.
	Rolling Stock/Locomotives	means an Asset that is a uniquely identifiable rail vehicle represented by an individual Asset master record in the Software.
	Rotable Pool	means the number of rotable (repairable) components or units held and tracked in the Software as a rotable pool available for exchange, repair, or overhaul during the relevant measurement period.
	Serialized Unit	means an individually identifiable finished good tracked in the Software via a unique serial number.
	Service Jobs	means discrete service activities created and recorded in the Software as Work Orders, Service Requests, Tasks, or equivalent job records, irrespective of completion status.
	Service Parts Produced	means service parts produced pursuant to Production Orders or Shop Orders and recorded as manufactured service-part items in the Software (a sub-set of “Parts Manufactured”).
	Service Request	means a system-recorded request for service, investigation, or assistance that may or may not result in the creation of a Work Order.
	Service or Equipment Objects	means uniquely identifiable service-related or equipment-related objects represented as Asset or equivalent records in the Software, including where such objects are used to represent infrastructure, customer-facing services, or operational equipment.
	Ship-to-Shore Cranes (STS)	means service parts produced pursuant to Production Orders or Shop Orders and recorded as manufactured service-part items in the Software (a sub-set of “Parts Manufactured”).
	Shop Orders / Production Orders	means a system-recorded instruction to manufacture, assemble, refurbish, or otherwise produce output, represented as a Production Order or Shop Order record in the Software.
	Site	means a distinct physical or operational location represented by a persistent Site (or Facility) master record in the Software, including where identified by an external regulatory identifier such as an EPA, MSHA, FDA, RMP, or building-permit reference, at which the Customer's assets, facilities, or operations are managed.
	Spare Parts Manufactured	means spare parts produced pursuant to Production Orders or Shop Orders and recorded as manufactured spare-part items in the Software (a sub-set of “Parts Manufactured”).
	Tasks	means individual task records created and recorded in the Software that represent discrete units of work forming part of a Work Order, Project, Service Request, or Work Assignment.
	Tonnage Extracted	means the quantity of material extracted from the Customer's mining, quarrying, or resource-extraction operations, measured in metric tons or equivalent weight units during the relevant measurement period.
	Tonnage Processed	means the quantity of material processed through the Customer's operations, measured in metric tons or equivalent weight units during the relevant measurement period.
	Tonnage Produced	means the quantity of finished goods or output produced by the Customer's operations, measured in metric tons or equivalent weight units during the relevant measurement period.

	Units Delivered	means finished goods, manufactured units, or project deliverables that are recorded as delivered pursuant to shipment, delivery, or fulfilment records in the Software.
	User	means a physical individual (i.e. user login) who is granted access to use the Software; “Named User” means a named individual authorized to use the Software (or any portion thereof) regardless of whether the individual is actively using the Software at any given time; a non-human operated device will be counted as one or multiple Named User(s) (depending on the nature of operation) in addition to all individuals authorized to use the Software; and “Permitted Users“ means Named Users, or other types of Users being authorized to use the Software, as set forth in the applicable Order Form.
	Vehicle	means an Asset that is a uniquely identifiable road or off-road conveyance represented by an individual Asset master record in the Software.
	Vessel	means an Asset that is a uniquely identifiable maritime vessel represented by an individual Asset master record in the Software.
	Well	means a Site represented by a Well, Production Asset, Facility, or equivalent master record in the Software and used for the extraction, injection, monitoring, or management of oil, gas, water, geothermal, or similar resources.
	Work Assignments	means discrete assignments of work to resources that are created and recorded in the Software for the purposes of planning, scheduling, dispatching, or executing operational activities.
	Work Cards Executed	means an individual work card or job card recorded in the Software representing a discrete unit of maintenance work forming part of a Work Order or maintenance visit; “Work Cards Executed” means such work cards executed during the relevant measurement period.
	Work Order	means a discrete unit of maintenance, inspection, or service activity created and recorded as a Work Order record in the Software, irrespective of its completion status.

IFS Energy & Resources License Metrics

IFS ENR LICENSE METRICS - GLOSSARY OF TERMS

Product Name	License Metric	License Metric Definition
All Products	Concurrent User	means the maximum number of Users permitted to access the IFS Materials at one time.
	Named User	means a User that has been issued an exclusive user identification and password to access the IFS Materials.
	User	means any human or non-human (i.e. automated system or similar) permitted to access the IFS Materials under the terms of the Agreement. For the avoidance of doubt, User means any instance of logging into the IFS Materials.
	User Limit	means either the maximum number of Named Users or Concurrent Users permitted to access and use the IFS Materials under the terms of the Agreement.
	Processor Core	means a functional unit on a processor chip used to interpret and execute computer instructions required to deliver the service
Qbyte Financial Management (FM)	Prime User	means Prime Users have read & write access. 1 Prime User = 1.0 Net User
	Casual User	means a Qbyte FM User that requires update access, that is already a Prime User in Qbyte Metrix. 1 Casual User = 0.5 Net User
	Info User	means any User who has read access only. 1 Info User = 2.0 Net User
Qbyte CS Land and Qbyte Metrix	Prime Users	means Prime Users have read & write access. 1 Prime User = 1.0 Net User
	Info User	means any User who has read-only access. 1 Info User = .2 Net Users
Merrick and Operational Intelligence	Active Well Count	means the number of completions processed by the Software or are subject to processing in any month.
iLandman	Net User	means the sum of Users as stated in and calculated by referring to the Order Form (including this License Metric – Glossary of Terms)
	Full Use/User Admin	means Users have read and write access. 1 Full Use User = 1 Net User
	View Only/Timesheet Only	means Users have read access only. 1 View Only User = 0.5 Net User
P2Land	Agreement Count	means the number of the following land agreement types: Leases, Contracts, Deeds, Wells and Broker Tracts
Tobin Data	Enterprise	means Customer's own internal use in accordance with the terms and conditions of the Agreement in one (1) production Certified Operating Environment of Customer, excluding any Affiliates, without regard to the number of Users.