

## IFS Services Terms

### INTRODUCTION

These IFS Services Terms ("Terms") specifies the terms and conditions which apply to all Services provided by IFS utilising the IFS Services. Terms defined in the Customer's Master Agreement with IFS shall also apply in these Terms. The Service Specific Terms are applicable to the Services utilising the IFS Services. In the event of conflict between these Terms and the terms forming the Agreement, the order of precedence shall be as follows, the first being the highest priority: (i) Order Form (ii) Service Specific Terms (iii) these Terms (iv) Master Agreement and all documents incorporated into the Master Agreement.

### TERMS

#### 1. IFS SERVICES

- 1.1. IFS will (a) make the IFS Services platform available to Customer pursuant to the terms of the Agreement, and (b) make available support for the IFS Services platform based on the support services available and purchased by Customer for the Services, and (c) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for any unavailability caused by circumstances beyond IFS's reasonable control, including, any event of force majeure, internet service provider failure or delay, platform outage, non-IFS software or applications, or denial of service attack. The Service Specific Terms will be as described in the Product Terms, and are applicable to the particular Services.
- 1.2. Unless a data processing agreement is in place between the Parties dealing with such processing, the terms of the data processing addendum ("DPA") posted as of the date of the Order Form first incorporating these Terms or the Service Specific Terms (as applicable), shall be incorporated herein by reference and shall apply in respect of the processing of Personal Data (as defined in the DPA) applicable to the provision of the Services making use of the IFS Services. 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 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 incorporating these Terms or the Service Specific Terms, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

#### 2. USE OF IFS SERVICES

- 2.1. IFS provide or make available Customer a non-transferable and non-exclusive right for Customer and Customer Affiliates and its users to access and use IFS Services during the term of the Services.
- 2.2. The Services and accordingly the IFS Services platform is subject to usage limits, including, for example, quantities and/or functionality restrictions referenced in the Service Specific Terms, Order Form or other terms incorporated into the Agreement with Customer, including where applicable platform/database-base and/or storage limits as described therein. User's password may not be shared with any other individual. A user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Services. Customer will reasonably cooperate with any audit IFS conduct of the use of the Services.
- 2.3. IFS may update, improve, modify or add new functionality to IFS Services platform for optimization of IFS Services platform as necessary in order to maintain and improve performance and/or fix any issues.
- 2.4. Customer acknowledges and agrees that for Customer to access and use Services through the IFS Services platform, Customer is required to maintain minimum requirements such as operating system versions, browsers etc., as stated in the Agreement or Documentation.
- 2.5. Any access or use of the Services, whether via the interface designated by IFS or via any External Integration, including without limitation any multiplexer or robotic process automation technology, must be purchased by Customer for the agreed Use Types up to the applicable Use Level, as measured at the interface/External Integration front-end. Customer acknowledges and agrees that (a) an interface/External Integration may never be used in any way so as to circumvent the use restrictions under the Agreement; (b) the permitted use of external integrations in conjunction with the Service may require the use of recognized IFS interface methods/technology and may be subject to additional terms and conditions, as designated by IFS, and may also require specific third-party software licenses or services which the Customer must to procure at its' own expense. Distribution of mobile applications through app stores and other application distribution platforms will be subject to the applicable distribution and download terms and conditions, and any use of such applications on the applicable mobile device will be subject to the terms and conditions imposed by the applicable provider of the application distribution platform or operating system or other associated providers, all of which are subject to periodic reviews and updates.

#### 3. CUSTOMER OBLIGATIONS

- 3.1. Customer: (i) Is responsible for its and its Users' compliance with the Agreement and for the accuracy, quality and legality of Customer Data and Content and the means by which Customer acquired such data; (ii) Is responsible for all activities that occur in, or are related to, user accounts including the data, information stored or transmitted when accessing the Services using the IFS Services platform and for complying with all limitations including applicable storage limitations; (iii) Will use the Services only in accordance with the Agreement, Documentation and applicable laws and government regulations including laws related to privacy, export and re-export control, data protection and confidentiality of communications. (iv) Is responsible for implementing and maintaining privacy protections and security measures for components that the Customer provides or controls, and for determining whether the Services using the IFS Services platform is appropriate for storage and processing of information subject to any specific law or regulation; (v) Is solely responsible for all Content inadequacy, disruption, error, reprogramming or repair; and (vi) Will use the Services only in accordance with the Agreement and Documentation, applicable laws and government regulations,

and the Acceptable Use Policy at <http://www.ifs.com/legal> ("AUP") and IFS may take actions as permitted in such AUP in respect of any non-compliance.

3.2. If Customer Data and/or Content is subject to governmental regulation or other security requirements beyond those specified by IFS for the Services using the IFS Services, the Customer must not input such Customer Data and/or Content into the Services or provide such data in conjunction with other services unless IFS has first agreed in writing to provide additional security measures. Without limiting the generality of the foregoing, Customer agrees to not deliver, provide access, or facilitate to be viewed, in any form or format (whether physical or electronic, including email), any "controlled materials", i.e. hardware, technical data, software and/or technical assistance that is or may be deemed to be subject to any applicable export and re-export control laws and regulations, to or by any IFS personnel, except with IFS's express prior written agreement. If such controlled materials must be exchanged, accessed or viewed, subject to IFS's prior agreement, Customer remains solely responsible for ensuring that any such controlled materials may be provided to IFS or accessed or viewed by IFS personnel without violating, and the Parties will consult with each other to ensure their compliance with, any and all applicable export and re-export control laws and regulations.

#### **4. NON-IFS PRODUCTS AND SERVICES**

4.1. IFS or third parties may make available third-party products or services. Except as expressly provided herein, any acquisition by Customer of such non-IFS products or services, and any exchange of data between Customer and any non-IFS provider, is solely between Customer and the non-IFS provider. IFS do not warrant or support non-IFS products or services, whether they are recommended by IFS or designated by IFS as preferred except as specifically specified in the Agreement.

4.2. If Customer installs or enables a non-IFS application for use with the Services, Customer grants IFS permission to allow the provider of that non-IFS application to access Content as required for the interoperation of that non-IFS application with the Services. IFS are not responsible for any processing, disclosure, modification, or deletion of Content resulting from access by a non-IFS application.

#### **5. WARRANTY**

5.1. Any specific warranty for the Services is as specified in the applicable Service Specific Terms.

5.2. IFS warrants or confirms it will use commercially reasonable efforts to make the IFS Services platform available 24 hours a day, 7 days a week, except for any unavailability caused by circumstances beyond IFS's reasonable control, including, any event of force majeure, internet service provider failure or delay, platform outage, non-IFS software or applications, or denial of service attack.

5.3. Only such limited warranties, conditions or remedies that have been expressly agreed herein, the or otherwise in the 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 any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular or intended purpose, ability to achieve a particular result, or accuracy or completeness of responses or results. Customer is solely responsible for the selection, use, and suitability of any Services for Customer's purposes, even if IFS has been informed of such purpose.

#### **6. CUSTOMER INDEMNITY**

6.1. Unless an indemnity in favor of IFS is set forth in the Customers Master Agreement the indemnity in this section 6 applies.

6.2. Customer will defend IFS and IFS Affiliates from and against any third party claim, demand or proceedings and for any related expenses and costs (including without limitation court costs and reasonable legal fees) arising from: (i) Customer's use of the Services in an unlawful manner; or (ii) Any Content or Customer's use of Content, including without limitation due to an allegation that any Content infringes the intellectual property rights of any third party or otherwise violates applicable law (each a "Claim Against IFS") and will indemnify IFS and IFS Affiliates against any damages, attorney fees and costs finally awarded against IFS or IFS Affiliate or amounts paid by IFS or an IFS Affiliate in settlement of such Claim Against IFS, together with any reasonable and verifiable costs and expenses (including without limitation reasonable attorney's fees) incurred by IFS or an IFS Affiliate in the defense thereof, provided IFS (a) provides Customer prompt written notice of the claim; (b) gives Customer full control of the defense and settlement of the claim; (c) provides Customer with all reasonable assistance in connection with said defense or settlement, at Customer's expense; and (d) does not admit liability in connection with such Claim Against IFS. This sets forth IFS's sole remedy with respect to any Claim Against IFS.

#### **7. CUSTOMER DATA AND CONTENT**

7.1. IFS will not remove or alter any proprietary legends or notices on or in any Content. Customer grants IFS, at no charge, the right to use any Customer-owned, developed or licensed application software systems solely to the extent necessary for IFS to provide the Services and as further specifically described in the Service Specific Terms.

7.2. Except as specifically set out in applicable Service Specific Terms, IFS acknowledge that all Content, including all intellectual property rights embodied in the Content, are owned or licensed by Customer. Customer grants to IFS, without charge or royalty, all necessary rights to the Content solely for IFS to perform its obligations hereunder, including without limitation the right to store, record, transmit and display the Content for such limited purpose.

7.3. Customer is aware that IFS, for the purposes of fulfilling its contractual obligations to Customer hereunder, may permit 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 Customer operates.

#### **8. PROPRIETARY RIGHTS IN THE SERVICES**

- 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 Services any software, models, services and Documentation used to make available the IFS Services and the Services making use of the IFS Services, 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 as part of the IFS Services, which shall include any and all patents and rights to patent, copyright, trade secret, and trademark. The IFS Services and any 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 not to 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.

## 9. SUPPORT SERVICES

- 9.1. IFS will provide Support Services through the applicable Services the Customer has purchased and not separately for the IFS Services themselves. Support Services are provided subject to the applicable Support Terms and payment by the Customer of the applicable fees.

## 10. OFFBOARDING ASSISTANCE

- 10.1. Unless otherwise specified in the Service Specific Terms or applicable Order Form: (i) Customer must have requested IFS to provide a full back-up of Content submitted to and stored by IFS in connection with the Services ("Stored Content") prior to termination or expiration of the Services, and where it has done so, IFS will, at Customer's provide Customer with a copy of Stored Content; and (ii) all such Stored Content will be erased by IFS following termination or expiration of the applicable Services, and unless otherwise stated in IFS policies, will be erased within 30 days of the end of the applicable Services.

## 11. DEFINITIONS

- 11.1. "**Content**" means Customer Data and other data which is submitted to and stored on the IFS Services platform when using the Services excluding system related data which IFS controls and uses in the provision of the Services.
- 11.2. "**Customer Data**" means all data and all content submitted by Customer using the Software or provided by Customer to IFS in the course of IFS providing or making available the IFS Offering, including all intellectual property rights embodied in such data or content.
- 11.3. "**IFS Services**" means the services provided or made available by IFS when using the IFS Services platform in connection with Customer's use of the Services.
- 11.4. "**Product Terms**" means the Product Terms which can be found at [www.ifs.com/legal](http://www.ifs.com/legal).
- 11.5. "**Service Specific Terms**" means the terms applicable to the Services being purchased which also apply, such terms are set out in the Product Terms.
- 11.6. "**Services**" means the service(s) purchased by Customer which utilize the IFS Services platform.
- 11.7. "**Software**" means Application Software and third-party software together made available as part of the Services.
- 11.8. "**Stored Content**" shall have the meaning given to it in section 10.
- 11.9. "**Subscription Term**" means the initial or renewal term of the subscription to the Services set forth in the applicable Order Form for such Services.
- 11.10. "**Support Services**" means, the support and maintenance services applicable to the Services.
- 11.11. "**Support Terms**" means the detailed description of what is included in the applicable support option as specified or referred to in the Service Specific Terms.
- 11.12. "**Unit of Measure**" means, as applicable, any agreed volume-based metric, resources, or other applicable metrics, for use of the Services, such as, but not limited to, number of employees, transaction volumes, operating devices as set forth in the applicable Order Form.
- 11.13. "**Use Level**" means the maximum permitted use level for each Use Type, as specified in the applicable Order Form.
- 11.14. "**Use Type**" means the metric for counting and controlling the applicable permitted usage in terms of Unit of Measure or other permitted means of use, as applicable, as specified in the applicable Order Form.