COUNTRY LOCALIZATIONS

This document sets out the country- and region-specific localizations that apply based on the jurisdiction of the IFS contracting entity identified in the applicable Order Form or Notification Form. The Country Localizations form part of the Agreement and are incorporated by reference. The following provisions supplement and, where they conflict with, override the corresponding provisions in the body of the Master Agreement for the applicable IFS contracting entity's jurisdiction.

1 UNITED STATES

1.1 Governing Law: The laws of the State of Illinois, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
1.2 Jurisdiction and Dispute Resolution: Arbitration under the American Arbitration Association, seated in Chicago, Illinois, and conducted in English.
1.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
1.4 IP Ownership (Work Made for Hire): To the extent any IFS Materials constitute a "work made for hire" under applicable US copyright law, they are hereby deemed a work made for hire, with all rights vesting in IFS. To the extent any IFS Materials do not qualify as a work made for hire, the assignment in Section "Proprietary Rights" of this Master Agreement applies.
1.5 Anti-corruption. Each Party represents and warrants that it and its directors, officers, and employees have not, and during the term of the Agreement will not, directly or indirectly offer, give, solicit, or accept any improper payment or benefit in connection with the Agreement in violation of any applicable anti-bribery or anti-corruption laws, including the US Foreign Corrupt Practices Act. Each Party will maintain adequate procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offense under such laws.

2 CANADA

2.1 Governing Law: The laws of Ontario, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
2.2 Jurisdiction and Dispute Resolution: Arbitration, ADR Institute of Canada, Inc. seated in Ottawa, Ontario, and conducted in English.
2.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.

3 UNITED KINGDOM AND IRELAND (INCLUDING BRITISH OVERSEAS TERRITORIES AND CROWN DEPENDENCIES)

3.1 Governing Law: The laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
3.2 Jurisdiction and Dispute Resolution: Arbitration under the London Court of International Arbitration seated in London, UK and conducted in English.
3.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
3.4 Anti-corruption. Each Party represents and warrants that it and its directors, officers, and employees have not, and during the term of the Agreement will not, directly or indirectly offer, give, solicit, or accept any improper payment or benefit in connection with the Agreement in violation of any applicable anti-bribery or anti-corruption laws, including the UK Bribery Act 2010. Each Party will maintain adequate procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offense under such laws.
3.5 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces all other warranties, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
3.6 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.

4 AUSTRALIA AND NEW ZEALAND

4.1 Governing Law: The laws of New South Wales, Australia. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
4.2 Jurisdiction and Dispute Resolution: Arbitration under the Australian Centre for International Commercial Arbitration (ACICA), using the ACICA Rules 2016, seated in Sydney, Australia, and conducted in English.
4.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.

5 FRANCE

5.1 Governing Law: The laws of France. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
5.2 Jurisdiction and Dispute Resolution: Arbitration under the International Chamber of Commerce seated in Paris, France, and conducted in English.
5.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
5.4 Intuitu Personae. The license under Section "Access and Use Rights" is granted on an "intuitu personae" basis.
5.5 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces all other warranties, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
5.6 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.

6 GERMANY, AUSTRIA, AND SWITZERLAND

6.1 Governing Law: The laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
6.2 Jurisdiction and Dispute Resolution: Arbitration under the Rules of Arbitration of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS) then in force, seated in Nuremberg (Nürnberg), Germany, and conducted in English.
6.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
6.4 Modified Liability Provisions (replaces Sections 10.1 through 10.3 "Limitation of Liability" of this Master Agreement for this jurisdiction):
(a) Each party is liable in accordance with statutory law for damages caused by intent (Vorsatz) and gross negligence (grobe Fahrlässigkeit).
(b) In the event of slight negligence (einfache Fahrlässigkeit), each party is liable only for breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the Agreement and on the observance of which the other party may regularly rely (wesentliche Vertragspflicht). In such cases, each party's maximum and cumulative liability is limited to the damage that is foreseeable and typical for the type of transaction in question (vertragstypisch vorhersehbarer Schaden), which the parties agree shall not exceed the fees paid or payable by Customer for the IFS Offering in the twelve (12) months preceding the events giving rise to the claim. Each party's liability for slight negligence in breach of non-material contractual obligations is excluded.
(c) The foregoing limitations do not apply to claims resulting from injuries to life, body, or health, fraudulent concealment of a defect (arglistiges Verschweigen eines Mangels), assumption of a guarantee (Garantieübernahme), or claims under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG).
(d) To the extent each party's liability is excluded or limited, such exclusion or limitation also applies to the personal liability of its employees, workers, representatives, and vicarious agents, as well as to indemnities given.
(e) The liability period is limited to one (1) year starting with the end of the year during which the claim came into existence and the other party becomes aware (or should have become aware without gross negligence) of the circumstances giving rise to the claim. This does not apply to claims based on intent or gross negligence, claims under the German Product Liability Act (ProdHaftG), or damages arising from injuries to life, body, health, or freedom.
(f) IFS's liability arising from Section 536a(1) Alt. 1 of the German Civil Code (BGB) is limited to the damage that is foreseeable and typical for the type of transaction in question (vertragstypisch vorhersehbarer Schaden), not to exceed the fees paid or payable by Customer for the IFS Offering in the twelve (12) months preceding the events giving rise to the claim. This limitation does not apply where IFS is liable under sub-paragraph (a) above.

6.5 Modified Insolvency Termination: The right to terminate for an Insolvency Event under Section "Term & Termination" of this Master Agreement applies only to the extent not prohibited by applicable insolvency law (e.g., Section 103 InsO).
6.6 Analytics: IFS may collect, track and analyze usage, diagnostic, technical, and performance data relating to the IFS Offering for purposes of compliance verification, service operation, security, support, and product improvement, as described in Section "Verification and Analytics" of the Product Terms. To the extent such activities involve the processing of Customer's Personal Data (as defined in the DPA), IFS shall process such data only in accordance with the Agreement, the DPA, and applicable data protection law.
6.7 Warranty.
(a) The parties agree that the Documentation defines the agreed quality (vereinbarte Beschaffenheit) of the Application Software and/or SaaS Services. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (i) Application Software: twelve (12) months from the Order Form start date for perpetual licenses, or throughout the Subscription Term for Subscription licenses; (ii) SaaS Services: for the term of the Order Form (the "Warranty Period").
(b) With respect to proprietary or commercial Third-Party Software forming part of the IFS Offering, IFS's warranty is limited to any warranty that the applicable third-party provider makes available. IFS will, at Customer's request, use reasonable efforts to enforce available pass-through warranty claims against the applicable third-party provider on Customer's behalf. Customer must notify IFS of any such defect promptly after discovery. This limitation applies only to defects inherent in the Third-Party Software itself; IFS remains responsible under sub-paragraph (a) for defects arising from IFS's integration of the Third-Party Software with the IFS Application Software. (c) With respect to Third-Party Software designated as free or open source software, no third-party warranty is available. IFS warrants only that it has selected and tested such components for suitability within the IFS Offering. Where a defect in an open source component causes the IFS Offering to fall below the agreed quality defined in sub-paragraph (a), IFS will address the defect through its standard Support Services, which may include patches, workarounds, or replacement of the affected component. IFS does not warrant the open source component itself beyond this obligation. (d) To the extent permitted by applicable law, IFS's liability for defects that do not affect the agreed quality as defined in sub-paragraph (a) is excluded.
6.8 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's initial remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; or (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation. If IFS does not cure the defect within a reasonable period set by Customer in writing (*Nachfrist*), Customer may: (c) terminate the applicable Software license or SaaS Services and receive a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the Subscription Term; or (d) reduce the fees payable for the affected IFS Offering proportionally for the period during which the defect persists (Minderung). Customer waives the right to reduce fees (Minderung) and the right of retention (Zurückbehaltungsrecht) to the extent permitted by applicable law, provided that the underlying claim is neither undisputed nor established by declaratory judgment (rechtskräftig festgestellt). Any service credits received by Customer under an applicable service level agreement for the same defect and the same period shall be credited against any fee reduction or damages claim. Warranty remedies under (a) and (b) are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.
6.9 Reverse Engineering. The restriction on reverse engineering in Section "Use Restrictions" is subject to the mandatory rights under Sections 69d and 69e of the German Copyright Act (UrhG).
6.10 Extraordinary termination right. The right of either party to terminate for cause (*außerordentliche Kündigung aus wichtigem Grund*) under § 314 BGB (or § 543 BGB, as applicable) remains unaffected by Sections 3.1 and 3.2.
6.11 Set-off restriction. Section 4.1 is supplemented as follows: Customer may set off against IFS's claims with undisputed or judicially established counterclaims (*unbestrittene oder rechtskräftig festgestellte Gegenforderungen*).
6.12 Online Terms and Conditions.
(a) Incorporation by reference. Additional terms and conditions (“T&Cs”) applicable to the Agreement are hosted online and available by clicking on the hyperlinks of the Agreement.
(b) Right to update. It is acknowledged that IFS may update the T&Cs from time to time during the applicable term, it being understood the new updated terms will apply at the end of the applicable term e.g. a subscription term and this will be the case for each subsequent term (including any renewal terms). Such updates (“T&C Updates”) will apply to the relevant IFS Offering under the Agreement as set forth in this Section. For the avoidance of doubt, this Section does not otherwise limit or inhibit in any way IFS’s rights to make changes to or update the IFS Offerings provided under the Agreement (whether as part of the Support Services or otherwise).
(d) No increase in Customer obligations / no reduction of Customer rights. As a condition to effectiveness under the Agreement, no T&C Update will (i) materially increase Customer’s payment obligations or other material obligations, (ii) materially reduce Customer’s rights or remedies, or (iii) materially expand IFS’s rights to use Customer Data, except to the extent required by applicable law.
(e) Effectiveness. T&C Updates will take effect for the purpose of the relevant IFS Offering under the Agreement when (i) they are posted at the URL as provided under the Agreement, and (ii) the updated T&Cs remain continuously available at that URL (or a successor URL) for at least 30 days before being applied to the Agreement (the “Posting Period”). IFS has no obligation to provide Customer with any separate notice of updates.
(f) Urgent changes. Despite the Posting Period, a T&C Update may take effect immediately upon posting to the extent necessary to (i) address an urgent security vulnerability or active threat, or (ii) comply with law or an order of a competent authority. Any other aspects of the T&C Update will be subject to the Posting Period.
(g) No consent or termination right. Customer’s consent is not required for any T&C Update, and no right to terminate arises solely because the T&C Update has been implemented in accordance with this Section.

(h) Version control. IFS will maintain an archive of prior versions of the T&Cs (including their effective dates) accessible online or, if no archive is maintained, by retaining prior versions in its records.

7 SWEDEN, ICELAND, ESTONIA

7.1 Governing Law: Swedish law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
7.2 Jurisdiction and Dispute Resolution: Arbitration under the Arbitration Institute of the Stockholm Chamber of Commerce, seated in Stockholm, Sweden, and conducted in English.
7.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
7.4 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces all other warranties, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
7.5 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.

8 DENMARK

8.1 Governing Law: The laws of Denmark. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
8.2 Jurisdiction and Dispute Resolution: Arbitration under the Danish Institute of Arbitration, seated in Copenhagen, Denmark, and conducted in English.
8.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
8.4 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces all other warranties, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
8.5 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.

9 FINLAND

9.1 Governing Law: The laws of Finland. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
9.2 Jurisdiction and Dispute Resolution: Arbitration under the Arbitration Institute of the Finland Chamber of Commerce (FAI), seated in Helsinki, Finland, and conducted in English.
9.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
9.4 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces all other warranties, whether express or implied, written or oral, arising by statute, operation

of law, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
9.5 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.

10 NORWAY

10.1 Governing Law: The laws of Norway. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
10.2 Jurisdiction and Dispute Resolution: Arbitration under the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce, seated in Oslo, Norway, and conducted in English.
10.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
10.4 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces all other warranties, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
10.5 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.

11. NETHERLANDS, LUXEMBOURG, AND BELGIUM

11.1 Governing Law: The laws of the Netherlands, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
11.2 Jurisdiction and Dispute Resolution: Arbitration under the International Court of Arbitration of the International Chamber of Commerce, seated in Eindhoven, the Netherlands, and conducted in English.
11.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
11.4 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces all other warranties, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
11.5 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.

12 SPAIN AND PORTUGAL

12.1 Governing Law: The laws of the Kingdom of Spain (“Derecho Común”), without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
12.2 Jurisdiction and Dispute Resolution: Arbitration under the Corte de Arbitraje de la Cámara Oficial de Comercio, Industria y Servicios de Madrid, seated in Madrid, Spain, and conducted in English.
12.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
12.4 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces all other warranties, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
12.5 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.

13 POLAND, EASTERN EUROPE, AND BALTIC STATES

13.1 Governing Law: The laws of Poland, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
13.2 Jurisdiction and Dispute Resolution: Arbitration under the Court of Arbitration at the Polish Chamber of Commerce, seated in Warsaw, Poland, and conducted in Polish.
13.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
13.4. Proprietary Rights: Customer assigns (and, to the extent such assignment is not effective under the applicable law stated in the Country Localizations for the applicable IFS contracting entity, agrees to assign) to IFS all proprietary copyrights (*autorskie prawa majątkowe*) it may have in any IFS Materials, without charge or royalty, across all fields of exploitation (*pola eksploatacji*) known at the time of the conclusion of the Agreement, including in particular: (a) recording and reproducing by any technique, including digital; (b) modifying; and (c) disseminating the works in any manner, including making the works available to the public in such a way that everyone can have access to them at a place and time of their own choosing (including via the Internet).
13.5 Proprietary Rights: To the extent that any moral rights (*autorskie prawa osobiste*) apply to any IFS Materials, Customer irrevocably undertakes not to exercise its moral rights and hereby authorizes IFS and its licensors to exercise such moral rights on Customer's behalf.
13.6 Warranties: The warranties and conditions expressly stated in the Agreement are exclusive and replace all other warranties, conditions, or remedies, whether express or implied, including the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement (except as expressly provided in Section "Indemnity"), accuracy, or completeness of results, whether arising by statute, course of dealing, usage of trade, or otherwise, and expressly exclude any statutory liability for physical and legal defects, including the statutory warranty for defects (*rękojmia za wady*).

14 JAPAN

14.1 Governing Law: The laws of Japan, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
14.2 Jurisdiction and Dispute Resolution: Arbitration under the ICC 2017 Rules of Arbitration, seated in Tokyo, Japan, and conducted in English.
14.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.

15 ASEAN, INDIA, AND SRI LANKA

15.1 Governing Law: The laws of the Republic of Singapore, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
15.2 Jurisdiction and Dispute Resolution: Arbitration at the Singapore International Arbitration Centre (SIAC), using SIAC Rules, at a venue agreed by the parties (failing agreement, in Singapore), conducted in English.
15.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.

16 SOUTH AFRICA AND AFRICA (EXCLUDING EGYPT AND LIBYA)

16.1 Governing Law: The laws of the Republic of South Africa, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

16.2 Jurisdiction and Dispute Resolution: Arbitration through the Arbitration Foundation of South Africa (AFSA) using AFSA Domestic Arbitration Commercial Rules, at a venue agreed by the parties (failing agreement, in Johannesburg), conducted in English.
16.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.

17 UAE, MIDDLE EAST, PAKISTAN, EGYPT, AND LIBYA

17.1 Governing Law: The laws of the Kingdom of Saudi Arabia. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
17.2 Jurisdiction and Dispute Resolution: Arbitration under the 2021 Rules of Arbitration of the Dubai International Chamber of Commerce, seated in the DIFC, Dubai, UAE, and conducted in English.
17.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
17.4 Modified IP Provisions: Section "Proprietary Rights" of this Master Agreement is replaced with the following for this jurisdiction: "Except as expressly granted in the Agreement, Customer has no license or rights in title, copyright, patent, trademark, trade secret, or other intellectual property right in or pertaining to the IFS Materials. The existence of a copyright notice does not cause the Software or Documentation to be in the public domain. Customer agrees to handle all IFS Materials as confidential, use them only for the purposes of the Agreement, and not remove or alter any proprietary legends or notices."

18 BRAZIL AND LATAM

18.1 Governing Law: The laws of Brazil. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
18.2 Jurisdiction and Dispute Resolution: Arbitration under the Câmara do Mercado, seated in Sao Paulo, Brazil, and conducted in Portuguese.
18.3 Late Payment Rate and Monetary Adjustment: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser, together with monetary adjustment based on the IPCA, or any index that may replace it, from the due date until the date of effective payment.
18.4 Modified IP Provisions: For purposes of Section 7.2 (“Proprietary Rights”) of the Master Agreement, the following shall apply in this jurisdiction:
(a) The reference in Section 7.2 to the waiver of moral rights shall have no effect with respect to moral rights protected under Brazilian law.
(b) To the extent that any assignment contemplated under Section 7.2 relates to future works subject to Brazilian Law No. 9,610/1998, such assignment shall be subject to the limitations and requirements established under applicable Brazilian law.
18.5 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces, to the maximum extent permitted by applicable law, all other warranties, whether express or implied, written or oral, ~~arising by statute~~, ~~operation of law~~, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
18.6 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf

19 TURKEY

19.1 Governing Law: The laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
19.2 Jurisdiction and Dispute Resolution: Arbitration under the London Court of International Arbitration seated in London, UK and conducted in English.
19.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser.
19.4 The localizations set out in Section 3 above for United Kingdom and Ireland.

20 ITALY

20.1 Governing Law: The laws of Italy, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

20.2 Jurisdiction and Dispute Resolution: Arbitration under the Milan Chamber of Arbitration, seated in Milan, Italy, and conducted in English.
20.3 Late Payment Rate: One (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lesser
20.4 Warranty. IFS warrants that the Application Software and/or SaaS Services will perform substantially as described in the Documentation for a period of: (a) Application Software: six (6) months from the Order Form start date; (b) SaaS Services: for the term of the Order Form (the "Warranty Period"). IFS makes no warranty with respect to Third-Party Software, which is subject only to whatever warranty the applicable Third-Party Software provider may separately provide to Customer. This warranty is Customer's sole warranty and replaces all other warranties, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade, or otherwise, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or accuracy of results.
20.5 Warranty Remedies. Warranty remedies are provided as part of Support Services; Customer must hold a valid Support Services agreement. If IFS breaches the warranty above, Customer's sole and exclusive remedy is for IFS, in consultation with Customer, to: (a) use reasonable efforts to cure the defect; (b) redeliver the Application Software or restore the SaaS Services, as applicable, so that they substantially comply with the Documentation; or (c) terminate the applicable Software license or SaaS Services and provide a pro-rata refund of the fees paid for the terminated item, calculated based on the months remaining in the subscription term. Warranty remedies are conditioned upon: (i) the error or defect being reasonably reproducible by IFS; (ii) the Application Software not having been modified and being used in accordance with the Software Documentation; (iii) the issue not being attributable to any non-IFS product or service, including Third-Party Software, or to any content or data stored or used by Customer; and (iv) the issue not otherwise being attributable to Customer or any third party acting on Customer's behalf.