

This Master Agreement, together with the applicable Addendum, Product Terms, the applicability of which is determined by the products and services listed in the applicable Order Form, the Support Terms, the applicable Order Form, and all documents incorporated by reference (collectively, the "Agreement"), governs IFS' provision of the specified IFS Offering, whether Customer purchases directly from IFS or indirectly through an IFS-authorized channel partner.

By executing an Order Form that references this Master Agreement, each Party confirms that (i) the signatory of the Order Form is duly authorized to bind their respective entity; and (ii) each Party has had the opportunity to review the terms of this Master Agreement.

The Agreement applies equally to direct and indirect purchases; additional terms specific to indirect purchases are set forth in Schedule A.

"Customer" means the entity identified in the applicable Order Form; "IFS" means the IFS entity identified in the applicable Order Form (each a "Party," together the "Parties"). By executing an Order Form that references this Master Agreement, Customer agrees to be bound by the Agreement. Capitalized terms have the meanings given in Section "Definitions" unless the context requires otherwise.

Provisions that vary by jurisdiction are set forth in the Country Localizations, based on the IFS contracting entity identified in the Order Form. The Country Localizations supplement and, where they conflict with, override the corresponding provisions in the body of this Master Agreement.

1. ORDERING PRODUCTS AND SERVICES

- 1.1. Terms specific to an IFS Offering are set out in the applicable addendum ("Addendum") and Product Terms, and terms specific to individual orders are set out in the applicable Order Form.
- 1.2. This Master Agreement and the applicable Addenda apply to the first Order Form that references this Master Agreement and thereafter to each subsequent Order Form signed by the Parties. Each such Order Form forms part of the Agreement and does not create a separate contract, unless the subsequent Order Form expressly states otherwise. Any deviation to the Master Agreement or any Addendum agreed in an Order Form applies only to that Order Form unless it specifies otherwise.
- 1.3. Customer Affiliates may benefit from the IFS Offering through Customer, provided that: (a) agreed use restrictions apply to Customer's and its Affiliates' aggregate use; (b) all rights flow through Customer, no right or remedy is separate, and all limitations, exclusions, and disclaimers apply to Customer's and its Affiliates' claims in the aggregate; (c) Customer is liable for its Affiliates' acts and omissions, including their data, content, and compliance with the Agreement; and (d) if a Customer Affiliate ceases to qualify as such, its rights automatically terminate and Customer will comply with the applicable termination obligations.
- 1.4. Customer's purchases are not contingent on the delivery of any future functionality or features, or on any oral or written comments by IFS regarding future functionality or features.

2. ACCESS AND USE RIGHTS

- 2.1. Deployment Models. IFS offers the following three deployment models, each governed by the applicable provisions of the Agreement:
 - (a) SaaS. IFS provides access to the Software via SaaS Services; Customer does not receive a copy of the underlying software. The SaaS Access Rights provisions in this Section apply together with any applicable Product Terms;
 - (b) Software with IFS Cloud Services. IFS licenses the Software to the Customer, and IFS hosts and manages it on the Platform. The Subscription Software License provisions of this Section apply together with the Product Terms for IFS Cloud Services;
 - (c) Software On-Premise. Customer installs and operates the Software in its own environment. The Subscription Software License provisions of this Section apply.

The deployment model applicable to Customer is as specified in the applicable Order Form.

- 2.2. SaaS Access Rights
 - 2.2.1. IFS grants Customer a non-exclusive, non-transferable, non-assignable, limited right to access and use the SaaS Services identified in the applicable Order Form, for the term stated therein, solely for the internal business operations of Customer and Customer Affiliates, subject to the scope and entitlements specified in the applicable Order Form. The Software is made available via SaaS Services; Customer does not receive a copy of any underlying software. IFS manages all updates, maintenance, and platform infrastructure for the SaaS Services.
 - 2.2.2. IFS will use commercially reasonable efforts to make the SaaS Services available 24 hours a day, 7 days a week, except for unavailability caused by circumstances beyond IFS's reasonable control, scheduled maintenance, or events described in the Acceptable Use Policy. The SaaS Services are subject to usage limits specified in the Order Form or Product Terms.
 - 2.2.3. IFS may update, improve, or modify the SaaS Services as necessary to maintain and improve performance or address issues. Customer acknowledges that access to the SaaS Services requires Customer to maintain minimum technical requirements as stated in the Documentation. IFS does not warrant or support non-IFS products or services used in connection with the SaaS Services, except as specified in the Agreement. If Customer enables a non-IFS application for use with the SaaS Services, Customer grants IFS permission to allow the provider of that application to access Content as required for interoperability. IFS is not responsible for any processing, disclosure, modification, or deletion of Content resulting from access by a non-IFS application.

- 2.2.4. Support Services for the SaaS Services are provided through the applicable services the Customer has purchased and not separately for the platform. Support Services are subject to the applicable Support Terms published at ifs.com/legal and payment of the applicable fees.
- 2.2.5. Customer may permit its Contractors to access and use the SaaS Services solely on Customer's behalf for Customer's and Customer Affiliates' internal business operations and subject to the entitlements and use restrictions set forth in the Agreement, provided (a) the Contractor shall not be an entity conducting business in competition with IFS or any IFS Affiliate, and (b) Customer will be and remain liable for Contractor's compliance with the terms of the Agreement and all acts and omissions of any such Contractor.
- 2.3. Subscription Software License
 - 2.3.1. The Software and Software Documentation will be deemed delivered when made available for download. IFS grants Customer a non-exclusive, non-transferable, non-assignable, limited license to install, copy, and use the Software and Documentation for the term stated in the Order Form solely to: (a) use and deploy the Software for the internal business operations of Customer and Customer Affiliates, within the Entitlements set out in the applicable Order Form, and make copies for backup and testing, retaining all proprietary notices; (b) configure the Application Software using its embedded capabilities; (c) access Service Updates, Updates, and new Releases made available by IFS while Customer maintains active Support Services; and (d) allow Contractors to access and use the Software solely on Customer's behalf for Customer's and Customer Affiliates' internal business operations and subject to the entitlements and use restrictions set forth in the Agreement, provided (i) the Contractor shall not be an entity conducting business in competition with IFS or any IFS Affiliate, and (ii) Customer will be and remain liable for Contractor's compliance with the terms of the Agreement and all acts and omissions of any such Contractor.
 - 2.3.2. The licenses and access rights granted under this Section are independent of any implementation, professional, IFS Cloud Services, or other services provided to Customer. Variation, suspension, or termination of such services does not affect the licenses or access rights, except as expressly provided in Section "Term and Termination".
- 2.4. Entitlement Enforcement
 - 2.4.1. Customer is responsible for ensuring its compliance with the Agreement. The Software may include technical limitations, including license keys, to enforce the applicable Entitlements. Such measures do not prevent Customer from using the Software within the scope of the license granted hereunder. Customer's users must not share license credentials or security devices with anyone.
- 2.5. Use Restrictions
 - 2.5.1. All access to the Software and the SaaS Services, whether through IFS interfaces, mobile applications, or External Integrations, must comply with IFS's technical requirements as further described in the Product Terms at ifs.com/legal and be within the scope and entitlements specified in the applicable Order Form. External Integrations must not be used to circumvent use restrictions and must use recognized IFS interface methods.
 - 2.5.2. Unless permitted by mandatory law, Customer will not, without IFS's prior written permission: (a) modify, create derivative works from, or use any portion of the Software or SaaS Services for development purposes; (b) copy (except as permitted under the Software License Grant), decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software or any software underlying the SaaS Services; (c) transfer, sublicense, or make the Software or SaaS Services available to any third party, including through a service bureau, hosting, or outsourcing arrangement; (d) defeat or attempt to defeat any security or entitlement mechanism; (e) publish benchmark results; or (f) act in any way that would deprive IFS or a third-party licensor of fees.
 - 2.5.3. Notwithstanding sub-section (a) above, Customer may use IFS-provided development tools to create modifications to, and add-ons for, the Software (excluding Third-Party Software) for use in accordance with the license granted hereunder. Ownership of any modifications and add-ons is governed by the Development Tools Terms published at ifs.com/legal. Customer shall not commercialize, distribute, sublicense, or otherwise make available any Customer-developed add-ons to third parties. No modification or add-on shall (a) circumvent any restriction or entitlement set forth in the Agreement, (b) unreasonably impair, degrade, or reduce the performance or security of the Software, or (c) be supported under standard Support Services unless separately agreed.
 - 2.5.4. The Software and SaaS Services are intended for standard commercial uses and must not be used in any hazardous environments requiring fail-safe performance, such as in the construction, operation, or maintenance of nuclear facilities, on-line or real-time control of aircraft, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of products could lead directly to death, personal injury, or severe physical or environmental damage.
- 2.6. The Acceptable Use Policy applies to the provision of SaaS Services and IFS Cloud Services.
- 2.7. Compliance, Monitoring, and General Obligations
 - 2.7.1. Customer will comply with all laws and regulations applicable to its use of the IFS Offering. Customer is responsible for: (a) determining whether the IFS Offering is suitable for Customer's intended use, including in view of any laws or regulations applicable to Customer; and (b) responding to any third-party requests or inquiries relating to Customer's use of the IFS Offering.

- 2.7.2. Customer will monitor its use of the IFS Offering to ensure compliance with its Entitlements, promptly report any excess or noncompliant use to IFS, and implement adequate controls to prevent unauthorized use.
- 2.7.3. Customer will obtain and maintain all consents, licenses, and approvals required for IFS to access, use, and process the Customer Components and Content in delivering the IFS Offering. IFS is relieved of its obligations under the Agreement to the extent affected by Customer's failure to provide any such consent.
- 2.7.4. Customer acknowledges that: (a) all services are delivered remotely; (b) reporting, communication, and documentation will be in English; (c) IFS may use personnel from IFS Affiliates or partners worldwide; and (d) the IFS Offering will not be constantly available, uninterrupted, or error-free.
- 2.7.5. The IFS Offering does not include implementation, development, or other professional services, which are subject to separate terms.
- 2.8. Support
 - 2.8.1. IFS provides Support Services in accordance with the Support Terms published at ifs.com/legal. Customer must hold a valid Support Services contract to receive error correction. Support for any Customized Software (as defined in the Support Terms) is not included in standard Support Services and will be provided only as a separate chargeable service subject to separate terms to be agreed.
- 2.9. Verification and Analytics
 - 2.9.1. IFS may, not more than once per calendar year (unless a prior verification has revealed non-compliance), verify Customer's use of the Software and the SaaS Services to confirm compliance with the Agreement, including the Entitlements and use restrictions specified in the applicable Order Form. Such verification may be conducted by IFS or its designated third-party auditor using remote methods, including diagnostic scripts, system discovery tools, log reviews, screen sharing, or other methods reasonably determined by IFS to be appropriate. Where Customer's security policies prohibit direct remote access, Customer will run IFS-provided diagnostic tools and promptly share the unaltered output with IFS. Customer will provide access to the relevant documentation, systems, records, and logs (including those held by third-party hosting providers acting on Customer's behalf) and will promptly provide any further information reasonably requested. If the verification reveals that Customer is not in compliance with the Agreement, Customer will pay the fees due but without any discounts to account for such excess use together with the reasonable costs of the verification. Failure to cooperate with the verification process is a material breach of the Agreement.
 - 2.9.2. If Customer receives an audit request from a Third-Party Software vendor, Customer will promptly notify IFS and permit IFS to coordinate communications with the requesting vendor.

3. SUBSCRIPTION AND SAAS TERM

- 3.1. Subscription License. A Subscription license will commence on the date specified in the Order Form and continue in force for the fixed initial term specified therein. Except as provided in Section "Term and Termination" of this Master Agreement, the license is firm and all fees are non-cancellable and non-refundable; the license cannot be reduced or terminated by Customer during the license term. On expiry of the initial term, the Order Form and subscription license will terminate unless renewed by the written agreement of the Parties. Unless otherwise stated in the applicable Order Form, each subscription license will include the provision of Support Services.
- 3.2. SaaS Services. A SaaS Services subscription will commence on the date specified in the Order Form and continue for the term specified therein. Except as provided in Section "Term and Termination" of this Master Agreement, the subscription is firm and all fees are non-cancellable and non-refundable; the subscription cannot be reduced or terminated by Customer during the subscription term. On expiry, the SaaS Services will terminate unless renewed by written agreement of the Parties.

4. FEES AND PAYMENT

- 4.1. All fees are due without deduction or set-off within the period specified in the applicable Order Form following IFS' invoice. Invoices will be sent electronically, unless otherwise agreed. Invoices sent electronically are deemed received on the date sent.
- 4.2. The fees do not include, and Customer is responsible for paying, any taxes associated with Customer's purchases hereunder. If IFS has the legal obligation to pay or collect taxes for which Customer is responsible under this section, Customer will reimburse IFS for that amount unless Customer provides IFS with a valid tax exemption certificate authorized by the appropriate taxing authority. IFS will calculate applicable taxes based on the Customer's shipment or delivery address specified in the relevant Order Form. Customer will promptly notify IFS of any changes to any of its addresses specified in an Order Form so that any taxes are correctly calculated. Should any payment under this Agreement be subject to withholding tax by any government, Customer will remain liable to IFS for the full amounts invoiced hereunder, without reduction, and be responsible for duly reporting and paying such withholding taxes.
- 4.3. Overdue undisputed fees accrue a late payment fee at the lesser of the applicable rate stated in the Country Localizations for the applicable IFS contracting entity, or the maximum rate permitted by applicable law. If any fees are more than thirty (30) days overdue, IFS may, without limiting its other rights and remedies, suspend performance until all overdue amounts are paid in full, provided IFS has given Customer at least fifteen (15) days' prior notice in accordance with Section "Notices". IFS will not exercise this right if Customer disputes the applicable fees in good faith and is cooperating diligently to resolve the dispute.

5. CONFIDENTIALITY

- 5.1. Each Party or Affiliate (as "Receiving Party") will hold the other Party and Affiliate's (as "Disclosing Party") Confidential Information in confidence using at least the same degree of care it uses for its own confidential information (but no less than reasonable care), and will: (a) use it solely for the purposes of the Agreement; and (b) disclose it only to employees, permitted Affiliates, contractors, partners, bankers and financiers, third party auditors, and professional advisors with a need to know who are bound by confidentiality obligations no less protective than these terms (collectively "Authorized Persons"). The Receiving Party is liable for the acts and omissions of Authorized Persons. Confidential Information excludes information that the Receiving Party can demonstrate: (i) is or becomes publicly available without breach of an obligation to the Disclosing Party; (ii) was already in the Receiving Party's possession without obligation of confidence; (iii) was independently developed without breach of the Agreement; or (iv) was received from a third party without restriction. Confidentiality obligations survive termination for five (5) years, or, for trade secrets (including IFS Application Software and roadmap information), until such information no longer qualifies as a trade secret under applicable law.
- 5.2. The Receiving Party may disclose Confidential Information to the extent required by law, provided it gives the Disclosing Party prior notice (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, to contest the disclosure. If disclosure is required, the Receiving Party will disclose only that portion of the Confidential Information that it is legally required to disclose and will use reasonable efforts to obtain assurances that confidential treatment will be accorded to the disclosed information.
- 5.3. Each Party acknowledges that damages may not be an adequate remedy for any actual or threatened breach of this Section "Confidentiality" and that the Disclosing Party may suffer irreparable harm as a result. The Disclosing Party may seek injunctive relief or other equitable remedy from a court or administrative authority of competent jurisdiction, without the necessity of posting a bond or proving actual damages, in addition to any other available remedies.
- 5.4. Upon expiration or termination of the Agreement, or upon the Disclosing Party's earlier written request, the Receiving Party will promptly return or destroy all Confidential Information of the Disclosing Party in its possession or control and, if requested, certify in writing such return or destruction. The Receiving Party may retain copies of Confidential Information to the extent required by applicable law, regulation, or its bona fide internal records retention policies, provided that such retained Confidential Information remains subject to the obligations of this Section "Confidentiality" for so long as it is retained.

6. CUSTOMER DATA AND SECURITY

- 6.1. IFS will maintain administrative, physical, and technical safeguards for the security and confidentiality of Customer Data, including measures designed to prevent access, use, modification, or disclosure of Customer Data by IFS personnel except: (a) to provide the IFS Offering and prevent or address service or technical problems; (b) as required by law in accordance with Section "Confidentiality"; or (c) as expressly permitted in writing by Customer. The terms of the IFS Data Processing Addendum ("DPA"), as published at [ifs.com/legal](https://www.ifs.com/legal), are incorporated into the Agreement by reference. To the extent Personal Data from the European Economic Area, the United Kingdom, or Switzerland is processed by IFS under the Agreement, the applicable Standard Contractual Clauses will apply as set forth in the DPA, and Customer's execution of an Order Form referencing this Master Agreement will be treated as its execution of the Standard Contractual Clauses and their Appendices. Liability arising under or for breach of the DPA, including for any Personal Data Breach, is governed by this Master Agreement alone.
- 6.2. IFS will maintain a security policy with safeguards designed to protect the security, integrity, and confidentiality of Content hosted via the IFS Offering, as further described at <https://www.ifs.com/en/about/trust-center> (to the extent applicable to the IFS Offering purchased). Customer will: (a) use reasonable security precautions for its IT assets used in connection with the IFS Offering, including maintaining up-to-date virus scanning, operating system security patches, and firewall protection; and (b) require each user to use adequate security precautions. Customer will not take any action or install any software that may impair IFS's ability to provide the IFS Offering.

7. PROPRIETARY RIGHTS

- 7.1. IFS acquires no right, title or interest in Customer Data except the limited licenses granted in the Agreement. The Customer Data provisions in Section "Customer Data and Security" apply to all Content. IFS acknowledges that all Content, including all intellectual property rights embodied therein, is owned or licensed by Customer. Customer grants IFS, its Affiliates and, where applicable, its hosting providers a worldwide, limited-term license to host, copy, transmit, process, and display Customer Data and Content as necessary to provide the IFS Offering. In addition, Customer grants IFS the right to use Customer-owned application software solely to provide the IFS Offering. IFS will not access Content except as necessary to provide the IFS Offering. Solely to fulfill its obligations under the Agreement, IFS may permit Content to be accessed by IFS Affiliates or subcontractors, including foreign nationals located outside Customer's country of operations. IFS will not remove or alter any proprietary notices on Customer Data.
- 7.2. Except for any limited Entitlement set forth in the applicable Order Form, Customer acquires no rights in the IFS Materials. All right, title and interest in the IFS Materials, including all intellectual property rights, remain or become upon creation, regardless of who created or paid for them, the exclusive property of IFS or its licensors, worldwide and in perpetuity. 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 right, title, and interest it may have in any IFS Materials, without charge or royalty, with full right for IFS or its licensors to use, transfer, or otherwise dispose of such works. Customer will execute such documents and take such further actions as IFS may reasonably request to perfect, record, or evidence IFS's ownership of the IFS Materials. To the extent that any moral rights apply to any IFS Materials, Customer irrevocably waives all such moral rights in favor of IFS and its licensors to the fullest extent permitted by applicable law. IFS and its licensors reserve all rights not expressly granted in writing. Customer will not remove or alter any proprietary notices on IFS Materials. Additional provisions regarding IP ownership applicable to the IFS contracting entity's jurisdiction are set forth in the Country Localizations and, where they conflict with this Section "Proprietary Rights", will prevail.

- 7.3. Subject to Section "Confidentiality", nothing in the Agreement restricts either Party's use of its general skills, know-how and expertise in the ordinary course of its business provided that neither Party uses the other Party's Confidential Information in doing so. Customer grants IFS and its Affiliates a worldwide, perpetual, irrevocable, sublicensable, transferable, royalty-free license to use, reproduce, modify, and incorporate into any IFS product or service any feedback, suggestion, or recommendation provided by Customer or its users, without obligation of attribution or compensation. IFS retains all rights in the IFS Materials and Customer will not use the IFS Materials, or any proprietary knowledge derived from access to the IFS Materials, to develop, market, or distribute any product or service that competes with the IFS Offering.
- 7.4. Customer acknowledges that any breach of this Section "Proprietary Rights" may cause irreparable harm to IFS for which damages would not be an adequate remedy, and IFS may seek injunctive relief or other equitable remedy from a court or administrative authority of competent jurisdiction in addition to any other available remedies.

8. WARRANTIES

- 8.1. Each Party represents and warrants that it has the legal power and capacity to enter into the Agreement.
- 8.2. IFS warrants that it has sufficient rights to provide the IFS Offering as specified in the Agreement.
- 8.3. IFS warrants that Support Services will be performed in a professional manner by qualified personnel.
- 8.4. IFS does not warrant uninterrupted or error-free operation of the Application Software or SaaS Services or that all the errors can be corrected.
- 8.5. Where an additional or alternative warranty applies to the Application Software or SaaS Services, the terms of such warranty are set out in the applicable Country Localizations.
- 8.6. 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. Customer is solely responsible for the selection, use, and suitability of the IFS Offering for its purposes, even if IFS has been informed of such purposes.
- 8.7. Where applicable law in the jurisdiction of the IFS contracting entity implies warranties, conditions, guarantees, or remedies that cannot be excluded, restricted, or modified by agreement, the disclaimers in this Section "Warranties" apply only to the maximum extent permitted by such law, and any additional or modified warranty provisions applicable to the IFS contracting entity's jurisdiction are as set forth in the Country Localizations.

9. INDEMNITY

- 9.1. IFS will defend Customer and its Affiliates against any Third-Party IP Claim and indemnify Customer against damages, attorney fees, and costs finally awarded or paid in settlement, together with reasonable and verifiable defense costs, provided Customer: (a) gives IFS prompt written notice; (b) grants IFS sole control of the defense and settlement; (c) provides reasonable assistance at IFS's expense; and (d) does not admit liability. If a Third-Party IP Claim is made or reasonably likely, IFS may at its option and expense: (i) procure for Customer the right to continue using the applicable Application Software; or (ii) replace or modify it so that it no longer infringes without materially reducing its functionality. This indemnity does not apply to any Third-Party IP Claim arising from: (1) unauthorized use or modification of the applicable Application Software by or on behalf of Customer; (2) use in combination with any third party software, data, or business methods, but only to the extent the infringement would not have occurred absent such combination; (3) use in an application or environment for which the Application Software was not designed; or (4) use of a release where a subsequent non-infringing release has been made available to Customer. This Section "Indemnity" is Customer's sole remedy for any Third-Party IP Claim. IFS will pass through the benefit of any indemnity it receives from third-party software providers concerning intellectual property infringement.
- 9.2. Customer will defend IFS and IFS Affiliates against any third-party claim alleging that any data or content provided or created by Customer in connection with the IFS Offering infringes third-party intellectual property rights or violates applicable law (a "Third-Party Claim Against IFS"), and will indemnify IFS and IFS Affiliates against damages, attorney fees, and costs finally awarded or paid in settlement, together with reasonable and verifiable defense costs, provided IFS: (a) gives Customer prompt written notice; (b) gives Customer sole control of the defense and settlement; (c) provides reasonable assistance at Customer's expense; and (d) does not admit liability. Customer will also indemnify IFS and IFS Affiliates against all damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) suffered, arising from or relating to: (i) Customer's breach of applicable use restrictions under the Agreement including the Acceptable Use Policy; or (ii) Customer's unlawful use of the IFS Offering (each, together with a Third-Party Claim Against IFS, a "Claim Against IFS"). This Section "Indemnity" sets forth IFS' sole remedy for any Claim Against IFS.

10. LIMITATION OF LIABILITY

- 10.1. Neither Party excludes or limits its liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by its negligence or willful default; or (c) any liability that cannot be excluded by law.
- 10.2. Neither Party nor its Affiliates will be liable under the Agreement for any indirect, consequential, special, exemplary, or incidental damages, or for any loss of profits, revenue, business interruption, business opportunity, anticipated savings, goodwill or reputation, whether arising in contract, tort, negligence, by statute, or otherwise, even if advised of the possibility of such damages.

- 10.3. Each Party's total cumulative liability arising out of or relating to this Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, restitution, or otherwise, shall not exceed, in the aggregate across all claims under this Agreement and all Order Forms, the total fees paid by Customer to IFS under this Agreement during the twelve (12) months immediately preceding the date on which the first claim giving rise to liability arose. For this purpose, subscription fees paid upfront will be calculated as the upfront fee divided by the subscription term in years. The cap does not apply to: (i) breach of Section "Confidentiality" (other than DPA liability for processing Personal Data, which remains capped); (ii) indemnity obligations under Section "Indemnity"; or (iii) Customer's use or transfer of IFS's intellectual property rights beyond the scope of any Entitlement granted to it under this Agreement. Customer's obligation to pay fees due to IFS under the Agreement are not limited by this Section "Limitation of Liability".
- 10.4. Customer is responsible for its use of any IFS Offering in its business, including compliance with applicable laws, regulations, industry standards, and internal policies, and the accuracy of any Customer Data, Configuration, or Content it provides or uses in connection with the IFS Offering. Customer is responsible for the output of the IFS Offering to the extent such output results from or is attributable to any Customer Data, Configuration, or Content, and IFS disclaims all liability for any loss or damage arising from any circumstances within such Customer responsibilities.

11. TERM AND TERMINATION

- 11.1. This Master Agreement continues in force until all Order Forms have expired or been terminated. The term and renewal of each order is governed by the applicable Addendum and Order Form.
- 11.2. Either Party may terminate an Order Form: (a) if the other Party materially breaches the Agreement (including failure to pay) and, if the breach is capable of cure, fails to cure within sixty (60) days of written notice specifying the breach; or (b) if the other Party suffers an Insolvency Event, to the extent permitted by applicable insolvency law. IFS may also terminate an Order Form if Customer becomes subject to sanctions under applicable export control and economic sanctions laws or becomes controlled by a sanctioned entity or person. Termination of one Order Form does not affect any other, but where the termination cause relates to all Order Forms, a single notice may be provided.
- 11.3. Termination does not release either Party from liability accrued before termination or preclude either Party from pursuing remedies for breach. On expiry or termination of any Entitlement, Customer will cease using the IFS Offering and delete all copies of Software and IFS Materials from its systems, including archival copies, subject to Section "Confidentiality". Termination does not relieve Customer of its obligation to pay all fees accrued before the effective date of termination or that are otherwise payable to IFS under the Agreement. Termination or reduction in scope of the IFS Offering may require de-installation or other activities for which IFS may charge. IFS may also provide migration or transition services, subject to separate terms and charges.
- 11.4. Upon expiry or termination of any license or use right granted hereunder, Customer shall immediately cease using the licensed material or SaaS Services subject to termination and any Confidential Information related thereto, and will return or, with IFS's approval, destroy such material and Confidential Information (including the obligation to take all reasonable steps to expunge it from computers and other devices) with certification by an officer.
- 11.5. Customer may, in connection with and before termination or expiration of the IFS Offering, request IFS' assistance with retrieving the Content in accordance with IFS' offboarding process as communicated by IFS. If Customer makes such a request, IFS will provide the Content at no additional charge. Unless alternative timelines are specified by IFS, IFS will erase all Content, including backup catalogue references, thirty (30) days after termination or expiration.

12. GENERAL TERMS

- 12.1. 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. Each Party will comply with all applicable anti-bribery or anti-corruption laws and will maintain adequate procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offense under such laws.
- 12.2. Export. (a) Each Party will comply with all applicable export and re-export control and economic sanctions laws and regulations, including the US Export Administration Regulations ("EAR"), US International Traffic in Arms Regulations ("ITAR"), EU dual-use regulations, and any other applicable national export control and sanctions regimes ("Trade Control Laws"). (b) Customer will ensure that neither the IFS Materials, Software, nor any direct product thereof are exported reexported, transferred or made available, directly or indirectly in violation of such Trade Control Laws or used for prohibited purposes, including weapons proliferation or military use in territories subject to a embargo. (c) If any materials to be provided to IFS by Customer are controlled under the ITAR or EAR ("Controlled Materials"), Customer must obtain IFS' prior written approval before providing such materials. IFS will not accept ITAR Controlled Materials in electronic or physical form on its sites or infrastructure, including email. (d) IFS Affiliates or subcontractors, including those outside the country in which Customer operates and foreign nationals, may access Customer Data solely to fulfill IFS' contractual obligations. Customer represents that Customer Data may be accessed or viewed by foreign nationals without exposing IFS or IFS Affiliates to the risk of violating, or negative consequences under, Trade Control Laws.
- 12.3. Notices. All notices under the Agreement will be in writing, addressed to the authorized representative or other relevant contact designated by that Party, which may be updated from time to time. All notices will be effective upon: (a) personal delivery; (b) the third business day after certified or registered mail, or any other method of formal service recognized under the law governing the Agreement; (c) confirmed delivery by courier; or (d) the business day of sending by email (or the next business day if sent on a non-business day). Notices of termination or claims ("Legal Notices") must be sent by method (a), (b), or (c) above, with a copy by email to legalnotices@ifs.com.

- 12.4. Assignment. Customer may not assign the Agreement without IFS' prior written consent; any attempted assignment without consent is void. IFS may assign the Agreement, in whole or in part, to any IFS Affiliate on prior written notice, and may assign the right to receive payments to a third party. The Agreement binds and inures to the benefit of the Parties and their permitted successors and assignees.
- 12.5. Force Majeure. Neither Party is liable for delays or failure of performance (except payment obligations) caused by events beyond its reasonable control, including civil unrest, war, labor disputes, governmental action, terrorism, natural disasters, epidemics, and any case of force majeure or fortuitous event as defined by the law governing the Agreement ("Force Majeure Event"). A Party experiencing a Force Majeure Event will notify the other Party promptly and take commercially reasonable steps to mitigate its effects. If a Force Majeure Event continues for more than ninety (90) consecutive days, either Party may terminate the affected Order Form by written notice to the other Party, without liability arising solely from such termination.
- 12.6. Third Party Beneficiaries. Except for IFS' licensors, which are third-party beneficiaries under the Agreement, the Agreement does not create rights in favor of, or obligations owed to, any third party. The rights and obligations under the Agreement are owed exclusively between the Parties, and any action arising from the Agreement may only be brought by or against Customer or IFS.
- 12.7. Entire Agreement, Order of Precedence & Waiver. The Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all pre-contractual discussions, documents, submissions, prior representations, understandings, or agreements. No modification is binding unless agreed in writing; no other terms apply, including terms on any Customer purchase order. In the event of conflict, the order of precedence is: (1) Product Terms; (2) Order Form, including referenced documents; (3) applicable Addendum, including referenced documents; (4) Master Agreement, including applicable Country Localizations; (5) Documentation. No failure or delay in exercising a right constitutes a waiver; any waiver must be in writing. The single or partial exercise of a right will not prevent its subsequent exercise or the exercise of any other right.
- 12.8. Survival & Severability. Sections "Fees and Payment", "Confidentiality", "Proprietary Rights", "Indemnity", "Limitation of Liability", "Term & Termination", and "General Terms", and any provision intended by its nature to survive, will remain in effect after termination or expiration. If any provision is held unenforceable by a court of competent jurisdiction, it will be deemed null and void, and the remaining provisions will continue in effect.
- 12.9. Governing Law. This Agreement is governed by the laws stated in the Country Localizations for the applicable IFS contracting entity, without regard to conflicts of law principles.
- 12.10. Disputes. For all disputes: (i) the matter will first be referred to the Parties' relationship managers, including IFS regional office management; (ii) if unresolved, executive officers (or delegates) will meet to attempt resolution based on written submissions; (iii) if still unresolved, the Parties will submit to the dispute resolution mechanism stated in the Country Localizations for the applicable IFS contracting entity; where arbitration applies, the tribunal will consist of one arbitrator and proceedings will be conducted in the language stated in the Country Localizations. Arbitral proceedings and awards will be kept confidential to the extent permitted by law. Nothing in this Section limits a Party's right to seek injunctive or other equitable relief from a court of competent jurisdiction. IFS may bring action before any court for claims for payment, provided that where such charges are disputed, IFS has first followed the escalation process in (i) and (ii) above.
- 12.11. General. Words in the singular include the plural and vice versa. Headings are for convenience only. "Including" and similar expressions are illustrative and not limiting. The Parties are independent contractors; the Agreement does not create any partnership, joint venture, agency, or employment relationship. Neither Party may bind or create obligations on behalf of the other. IFS may engage subcontractors for any work under an Order Form and is responsible for their work. The Agreement may be executed electronically and in counterparts.

13. DEFINITIONS

The definitions below apply throughout the Agreement unless the context requires otherwise. Where a definition refers to the Support Terms or Product Terms, the meaning given in that document prevails.

- 13.1. **"Acceptable Use Policy"** means IFS's acceptable use policy as published at ifs.com/legal, as updated from time to time.
- 13.2. **"Access and Use"** or "access and use" of the Software, the SaaS Services, or the Services (or any similar phrasing) means any access to or use of any portion of the Software, the SaaS Services, or the Services, including any database information or other contents thereof, whether via any IFS interface, External Integration, or otherwise.
- 13.3. **"Addendum"** means an addendum to this Master Agreement setting out terms specific to the applicable IFS Offering, as published at ifs.com/legal or as otherwise agreed in writing.
- 13.4. **"Affiliate"** means either Customer Affiliate or IFS Affiliate as applicable.
- 13.5. **"Application Software", "IFS Application Software" or "IFS AS"** means IFS' standard, unmodified proprietary application software products, modules, applications, "apps" and programs (but, for the avoidance of doubt, excluding any Third-Party Software included therein or associated therewith) forming part of Customer's Entitlement under an Order Form. 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.
- 13.6. **"Confidential Information"** means any information that is identified as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure, including Customer Data, IFS Materials, Software, the Agreement, code, algorithms, trade secrets, know-how, business and financial plans, product designs, strategies, and information relating to employees, customers, and suppliers.

- 13.7. **"Configurations"** means capabilities in the Software to individually tailor the application, consisting of configurations (such as custom fields, custom objects, custom events, custom menus, custom business rules, client scripting, report layouts) and personalizations (such as shortcuts, saved searches, and screen layouts).
- 13.8. **"Content"** means Customer Data and other data which is submitted to the Platform.
- 13.9. **"Country Localizations"** means the country- and region-specific terms applicable to the IFS contracting entity's jurisdiction, as published at ifs.com/legal, which form part of the Agreement and are incorporated by reference.
- 13.10. **"Contractor"** means Customer's temporary staff, subcontractors, or agents permitted to access and use the IFS Offering on Customer's behalf in accordance with Section "Access and Use Rights".
- 13.11. **"Customer"** has the meaning given in paragraph 1 of this Master Agreement.
- 13.12. **"Customer Affiliate"** means any company in which the Customer directly or indirectly owns more than fifty (50) percent of the issued share capital or votes and that is identified in the applicable Order Form.
- 13.13. **"Customer Components"** means everything needed by the Customer to access and use the Services, including hardware, routers, VPNs, firewalls, software, and other products not specifically included in the Services.
- 13.14. **"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.
- 13.15. **"Documentation"** means the reference online user guides, documentation, and help and training materials for IFS Offerings, including any descriptions of support services, as updated from time to time, and includes Software Documentation.
- 13.16. **"Entitlement"** means the specific scope, volume, and usage rights for an IFS Offering as may be granted to the Customer under an Order Form.
- 13.17. **"Environment"** means the complete infrastructure and Software installation running on the Platform, which makes up the technical solution for a particular purpose, as specified in the applicable Order Form (for example, "Production" or "Test").
- 13.18. **"External Integration"** means any external interface(s), links, frontend/clients, apps, integrations, or data collection device, including any multiplexing hardware or software (e.g., a TP monitor or a web server product), AI agents, robotic process automation (RPA) bots, or similar automated or autonomous tools. For the avoidance of doubt, the applicable Entitlement must always be measured at the External Integration front end.
- 13.19. **"IFS"** means the IFS entity identified in the applicable Order Form.
- 13.20. **"IFS Affiliate"** means any parent, subsidiary, or sister company of IFS, as determined by direct or indirect ownership of more than 50% of the issued share capital or votes.
- 13.21. **"IFS Cloud Services"** means the provision of the cloud services as further described in the Product Terms for IFS Cloud Services.
- 13.22. **"IFS Materials"** means Application Software, Documentation, and any other software, materials, documentation, works or results of any kind, whether tangible or intangible, and in any stage of completion, furnished, developed, or created by IFS under the Agreement, together with all customizations, configurations, modifications, enhancements, translations, and other derivative works thereof.
- 13.23. **"IFS Offering"** means IFS' products and services as provided to Customer under the Agreement.
- 13.24. **"Insolvency Event"** means an entity ceases to do business as a going concern, makes an assignment for the benefit of creditors (except in connection with a reorganization under which the business is to continue as a going concern), admits in writing its inability to pay debts as they become due, files or is subject to a petition in bankruptcy or insolvency, has a receiver or liquidator appointed for it or a substantial part of its assets, or experiences any similar event under applicable law.
- 13.25. **"Order Form"** means a document signed by the Parties that identifies the IFS Offerings being purchased. For consulting services, the Order Form will be a statement of work. An Order Form may also include electronic service requests via IFS' case tracking system, subject to applicable restrictions and IFS' order confirmation.
- 13.26. **"Platform"** means the IFS Cloud platform or SaaS platform, including any Environment, as described in the applicable Order Form.
- 13.27. **"Platform Vendor"** means Microsoft or such other third-party cloud hosting vendor, as applicable from time to time, from which IFS operates the Platform.
- 13.28. **"Product Terms"** means the additional terms applicable to specific components of the IFS Offering, as published at ifs.com/legal.
- 13.29. **"Release"** has the meaning given in the Support Terms.
- 13.30. **"Resolution"** has the meaning given in the Support Terms.
- 13.31. **"SaaS Services"** means the services provided or made available by IFS through a hosted platform in connection with Customer's access and use rights, as specified in the applicable Order Form and Product Terms. For the avoidance of doubt, Customer does not receive a license to the underlying software for SaaS Services.
- 13.32. **"Service Update"** has the meaning given in the Support Terms.
- 13.33. **"Subscription"** means, collectively, (a) a time-limited license or right to use the Software and/or SaaS as applicable, and (b) Support Services, each as specified in the applicable Order Form.

- 13.34. **"Software"** means Application Software and Third-Party Software together forming part of Customer's Entitlement under an Order Form.
- 13.35. **"Software Documentation"** means the reference online manual produced by IFS describing the function of, and provided together with, the Application Software.
- 13.36. **"Support Services"** means the support and maintenance provided or made available by IFS and purchased by Customer for the applicable IFS Offering, which includes different support options, as specified in the Order Form. 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.
- 13.37. **"Support Terms"** means the detailed description of the applicable Support Services as published at ifs.com/legal.
- 13.38. **"Third-Party IP Claim"** means a claim by a third party that any portion of the Application Software forming part of Customer's Entitlement under an Order Form, infringes that third party's registered patents, copyrights, or trademarks.
- 13.39. **"Third-Party Software"** means any software product, data, or service owned by a third party, whether proprietary, commercial, or designated as free and open source software, forming part of Customer's Entitlement under an Order Form.
- 13.40. **"Update"** has the meaning given in the Support Terms.

SCHEDULE A: ADDITIONAL TERMS FOR END CUSTOMERS PURCHASING THROUGH AN IFS CHANNEL PARTNER

These additional terms apply where Customer obtains the IFS Offering through an IFS-authorized channel partner ("Partner") and supplement this Master Agreement. In the event of conflict between this Master Agreement and this Schedule A as it concerns the channel relationship, this Schedule A controls.

A.1 Independent Contractors. Customer acknowledges that Partner and IFS are independent contractors. Partner has no right or authority to contract on behalf of IFS or to create any obligation, express or implied, on behalf of IFS, except as expressly agreed by IFS in writing. Partner is not an agent of IFS and has no authority to bind IFS or to make any representation, warranty, covenant, or commitment on IFS's behalf.

A.2 Third-Party Beneficiary. IFS is a third-party beneficiary of Customer's contract with Partner to the extent it concerns the IFS Offering, and IFS may enforce the terms of such contract that relate to the IFS Offering directly against Customer.

A.3 No Partner Amendments. Partner is not authorized to agree to any amendment, modification, supplement, or waiver of the Agreement (including this Master Agreement, the applicable Product Terms, the Country Localizations) in Customer's agreement with Partner. Any such purported amendment, modification, supplement, or waiver is null and void as against IFS unless agreed in writing by IFS.

A.4 Notification Form. The Notification Form is the document received or signed by Customer. Where a Notification Form is the applicable ordering document (rather than an Order Form), all references in this Master Agreement to "Order Form" will be deemed to refer to the "Notification Form" as the context requires, and the Notification Form forms part of the Agreement.

A.5 Fees. Where Customer purchases the IFS Offering through Partner, fees and payment terms are as agreed between Customer and Partner, and Section "Fees and Payment" of this Master Agreement applies as between IFS and Partner. Notwithstanding the foregoing, IFS may terminate the Agreement or the applicable Order Form and Notification Form, in whole or in part, if Partner fails to pay IFS the applicable fees when due, subject to any cure rights expressly granted to Partner under IFS's agreement with Partner.

A.6 Service Credits. Where applicable under any Product Terms, service credits will be applied as a reduction to Partner's next invoice from IFS. Customer must liaise directly with Partner to seek a corresponding reduction in the fees payable by Customer to Partner. IFS has no obligation to pay any service credit directly to Customer.