

NEXUS BLACK TERMS

1. INTRODUCTION

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

2. NEXUS BLACK OFFERING

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

3. NEXUS BLACK OFFERING TERMS

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

3.1 Definitions

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

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

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

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

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

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

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

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

3.2 Customer's Benefits & Responsibilities

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

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

(b) Engagement. Customer will cooperate with IFS reasonably and in good faith, will allocate appropriate resources with the time, skills and authority, provide timely business input to IFS, and process feedback, engage collaboratively with the IFS Nexus Black team. Customer is responsible for managing and implementing internal change management needed to adopt the IFS Nexus Black Offering and Nexus Black Software.

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

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

3.3 Delivery detail

(a) Timeline

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

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

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

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

4. **USE RIGHTS, RESTRICTIONS AND OWNERSHIP**

- 4.1 Customer may use the Nexus Black Software solely for internal business operations in accordance with the terms of the Order Form, these Nexus Black Terms and applicable Acceptable Use policies. Customer will not: resell, sub-license, or commercially host the Nexus Black Software or its components, nor will it be permitted to modify, alter or customise the Nexus Black Software nor to decompile, reverse engineer, or otherwise misuse the Nexus Black Software or any associated tooling, models, or frameworks.
- 4.2 Customer acknowledges that it is solely responsible and liable for its use, operation, output and result of Nexus Black Software in its business, including but not limited to Customer's compliance with any laws or financial, operational or other regulatory requirements or practices applicable to its business operations, as well as the compliant use and accuracy of any configuration, data or content.
- 4.3 IFS and its licensors reserve all rights not expressly granted to Customer in writing. All right, title and interest, including without limitation all patents, trademarks, copyright, moral rights, database rights, trade secrets, service marks and applications for any of the foregoing, and any other intellectual property right of whatever nature anywhere in the world, in and to the IFS Nexus Black Offering and associated Nexus Black Software, shall remain or become upon creation, as applicable, the exclusive property of IFS or its licensors, worldwide and in perpetuity. The IFS Nexus Black Offering and associated Nexus Black Software, its documentation and any Support therefor constitute and contain valuable proprietary products and trade secrets of IFS or its licensor, embodying substantial creative effort and confidential information, know-how, technology, ideas and expressions that are protected by applicable intellectual property and other laws. Customer undertakes to not remove or alter any proprietary legends or notices with respect to the IFS Nexus Black Offering and associated Nexus Black Software and to maintain any marking of ownership as advised by IFS from time to time. To the fullest extent permitted by applicable law, Customer undertakes not to assert any moral rights (including, without limitation, the rights of attribution and integrity) with respect to the IFS Nexus Black Offering and associated Nexus Black Software and any related materials arising under this Order Form, and Customer will procure the same from its employees and contractors.
- 4.4 Subject to any applicable confidentiality provisions, nothing in this Order Form restricts either Party's right to use and employ its general skills, know-how, techniques, concepts and expertise within its general knowledge and in the regular course of its business.

5. **CUSTOMER DATA**

- 5.1 Subject to the limited rights and licenses granted herein, IFS and its Affiliates) acquires no right, title or interest from Customer or its licensors under the Order Form in or to any Customer Data. Customer grants IFS, its affiliates and, if applicable, its hosting providers a worldwide, limited-term license to host, copy, transmit and display Customer Data as necessary for IFS to provide the Nexus Black Offering in accordance with this Order Form. In respect of Customer Data, IFS will not remove or alter any proprietary legends or notices and to maintain any marking of ownership
- 5.2 Customer grants to IFS and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into any IFS offering any submission, suggestion, enhancement request, recommendation, correction or other Feedback provided by Customer or users.
- 5.3 Unless a data processing agreement is in place between the Parties dealing with processing of personal data, the terms of the data processing addendum found at [Legal | IFS](#) ("DPA") posted as of the applicable Order Form Start Date shall be incorporated herein by reference and shall apply to the provision of the Nexus Black Offering in respect of the processing of Personal Data (as defined in the DPA). To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by IFS, the applicable Standard Contractual Clauses adopted by the European Commission shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's signature of the Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

6. **TERM AND TERMINATION**

- 6.1 At the end of the Term, Customer acknowledges and agrees that the Nexus Black Software may or may not be part of the IFS portfolio of standard products generally made available to the market.
- 6.2 If any Nexus Black Software is incorporated into a standard IFS software or offering, and Customer wishes to migrate to the standard software/offering, it may do so following its GA release on entering into subscription terms in an Order Form for such software/offering.
- 6.3 If any Nexus Black Software is not incorporated into a standard IFS software or offering, Customer may request a subscription extension on current terms for a limited period (as determined by IFS), subject to mutual agreement.
- 6.4 Termination of one Nexus Black Software development will not impact other Nexus Black Software developments, and this Agreement otherwise continues in full force and termination of the applicable Order Form will not impact other order forms, which will continue in full force.

7. **MISCELLANEOUS**

- (a) Non-exclusivity. Customer acknowledges and agrees that: (a) no exclusivity is granted with respect to the Nexus Black Software and IFS Nexus Black Offering; and (b) IFS is entitled to commercialize and offer the Nexus Black Software to the general market without restriction, including by marketing, licensing, distributing, or incorporating the Nexus Black Software, in whole or in part and whether as-is or following further modifications, into its standard product offerings and selling such offerings to the broader market.
- (b) Reference & Publicity. Both Parties agree to partake in publicity, including participation in case studies, press releases, and reference calls, provided prior notice and consent is obtained by the other party, such consent not to be unreasonably withheld. Customer further agrees that IFS may use Customer's name and logo in its marketing materials and website to identify Customer as a customer of IFS. IFS agrees to have a C-level executive contribute specific content, to publicize the customers investment and collaboration with IFS Nexus Black.