



## TERMS FOR IFS CLOUD SERVICES

### INTRODUCTION

These Terms for IFS Cloud Services and Specifications ("Cloud Specifications") specifies terms and conditions which apply to Software IFS licenses to Customer as well as terms associated with the provision of IFS Cloud Services and Support Services. These Cloud Specifications is made to the Master Agreement between Customer and IFS North America, Inc. ("IFS"). Terms defined in the Master Agreement shall also apply in these Cloud Specifications.

These Cloud Specifications includes: (1) Part A - General Terms which sets out general terms applicable to these Cloud Specifications; (2) Part B – Software, which sets out terms for licensing of the Software (3) Part C - IFS Cloud Services, which sets out terms applicable to the provision of IFS Cloud Services; (4) Part D - Support Services, which sets out terms applicable to the provision of Support Services; (5) Part E – Definitions, which sets out defined terms used in these Cloud Specifications; and (6) Part F – Acceptable Use Policy (or AUP) which set out the IFS AUP for the Services.

### PART A – GENERAL TERMS

#### 1. General

- 1.1. The Customer wishes to license the Software, receive Support Services and receive the benefit of the IFS Cloud Services. The license to the Software is not dependent on the provision of IFS Cloud Services, which license is granted on a stand-alone basis on the applicable license terms and conditions.
- 1.2. References in Part C and D to "Application Software" and "Software", shall be to the Application Software and Software for which Customer has purchased IFS Cloud Services and Support Services respectively.
- 1.3. Subject to as specified in the applicable Order Form, access and use of the Services is permitted solely for the own internal business operations of the Customer and, as applicable Customer Affiliates, and in accordance with the applicable Software license terms set forth in Part B of these Cloud Specifications.
- 1.4. Customer acknowledges that (a) all Services are delivered as remote services, (b) any reporting, communication and documentation hereunder will be provided in English, (c) IFS may use personnel from IFS Affiliates or partners around the world to provide the Services, and (d) the Services will not be constantly available, uninterrupted or error free.
- 1.5. IFS may track and analyze the usage of the Services for purposes of assisting customers, security, and improving the Software and Services and the user experience in using the Software and Services. For example, IFS may use this information to help customers derive more value from the Software and Services, to understand and analyze trends, or to track which features are used most often in order to improve the Software and Services. IFS may share anonymous usage data with its service providers for the purpose of helping in such tracking, analysis and improvements. Additionally, IFS may share such anonymous usage data on an aggregate basis in the normal course of operating their business; for example, IFS may share information publicly to show trends about the general use of their services.
- 1.6. The Services do not include provision of implementation, development or other consultancy or professional services agreed to be provided by IFS, which will be subject to separate terms and conditions.
- 1.7. Any agreed service levels, as applicable, will not apply during Scheduled Downtime and periods during installation of Critical Resolutions, Emergency Changes or Proactive Changes.

#### 2. Customer Responsibilities and Customer Content

- 2.1. Customer shall obtain and keep in effect all Required Consents. Upon request, Customer will provide to IFS evidence of any Required Consent. IFS will be relieved of its obligations to the extent that they are affected by Customer's failure to promptly obtain and provide to IFS any Required Consents.
- 2.2. Customer shall comply with all laws applicable to its use of the Services and is responsible for (a) determining whether the Services are appropriate for storage and processing of information subject to any specific law or regulation; and (b) responding to any request from a third-party regarding Customers use of the Services under applicable laws.
- 2.3. Customer is solely responsible for: (a) the selection, operation and maintenance of all Customer Components (b) all Configurations; (c) all Content including, without limitation, its selection, creation, design, licensing, installation, disruption, error, reprogramming, repair and accuracy, and for all necessary permissions to include the Content in the Cloud Platform and IFS may use, store, and process the Content in the delivering of the Services; (d) all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content and Customer shall not at any time provide or use any Content or other data with the Services which infringes or may infringe any third-party intellectual property rights; (e) the selection of controls on the access and use of Content; (f) the selection, management and use of any public and private keys and digital certificates it may use with the Services.
- 2.4. IFS acknowledge that all Content stored or processed by Customer using the Services, including all intellectual property rights embodied in the Content, are owned or licensed by Customer. Customer grants to IFS, without charge or royalty: (a) all necessary licenses and rights in relation to the Content solely for IFS to perform its obligations hereunder, including without limitation the right to store, record, transmit and display the Content for such limited purpose; and (b) the right to use any Customer-owned, developed or licensed application software systems necessary and solely for IFS to provide the Services. IFS will not access or view Content except as reasonably necessary to provide the Services. IFS will not remove or alter any copyright or other proprietary notice on or in any Content without Customer's consent. Customer is aware that IFS, for the purposes of fulfilling its contractual obligations to Customer hereunder, may permit Content to be accessed or viewed by other IFS Affiliates or subcontractors, including foreign nationals, located in and/or outside of the country or countries in which Customer operates.
- 2.5. Customer shall not (nor enable or permit others to) as a condition and material term of its use of the Services, without IFS's prior written permission: (a) assign, transfer, distribute, export or re-export, sell, rent, lease, lend, pledge, sublicense or otherwise exploit or encumber the Services, or otherwise make available any portion thereof, or use or permit use on behalf of, any third party for any purpose (whether in such third party's business operations or otherwise), including but not limited to use in the operation of a service bureau, sourcing, subscription or time-sharing arrangement, or in a rental, software as a service or outsourcing context; (b) publish any results of benchmark tests performed with respect to any portion of the Services; or (c) otherwise act in any way that would negatively impact any rights of IFS in the Services, or that would deprive IFS, in



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whole or in part, of any fees to which it is entitled, and Customer agrees to comply with all reasonable requests by IFS to protect the respective rights of IFS in the Services.

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

### 3. Security

- 3.1. IFS will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Content stored on the Cloud Platform. Further information about IFS security practices is set forth in the IFS Information Security Management Document found at <https://www.ifs.com/corp/legal/>.
- 3.2. Customer shall (a) use reasonable security precautions for Customer’s own IT assets that may be used in connection with its use of the Services, e.g. maintain up-to-date virus scanning and operating system security patches and firewall protection; (b) require each Permitted User to use reasonable security precautions. In addition, Customer shall use all reasonable efforts not to take any action or install any software that may preclude or impair IFS’s ability to access or administer its network or provide the Services.

### 4. Monitoring

- 4.1. In its use of the Services the Customer agrees to monitor and maintain the correct number of Users and Use Types reflecting the applicable Use Level, and promptly report to IFS any use in excess thereof. The Customer also agrees to implement reasonable security and supervisory controls for the correct and proper access and use, to prevent any unauthorized use, copying, distribution, publication or disclosure thereof; and to promptly report to IFS any actual or suspected non-compliance.

### 5. Proprietary Rights in the Services

- 5.1. IFS or its licensor retains all right, title, and interest in the Services, including any materials furnished, developed, provided or created by IFS as part of the Services, and in all improvements, enhancements, modifications, or derivative works thereof including, without limitation, all rights to patent, copyright, trade secret, and trademark (whether or not specifically recognized or perfected under the laws of the country where the Services are provided). The Services constitute and contain valuable proprietary services, products and trade secrets of IFS or its licensor, embodying substantial creative efforts and confidential information, know-how, technology, ideas and expressions that are protected by applicable intellectual property and other laws, and Customer shall handle the same strictly confidential, with utmost care and not disclose it to any third party without IFS’s prior written permission.

### 6. Fees

- 6.1. Fees are specified in the applicable Order Form. Unless otherwise stated in such Order Form, license fees and other one-time fees are due on the Order Form start date. Subscription fees, fees for IFS Cloud Services, for Support Services and other recurring fees, are payable in advance of the applicable period to which they relate, the first being due on the Order Form start date unless otherwise stated in such Order Form. Changes affecting fees for IFS Cloud Services, Support Services and other recurring fees will be pro-rated in the year of increase.
- 6.2. Subscription fees, fees for Support Services and other recurring fees are subject to annual indexation, in accordance with the index provisions set forth in the Order Form. In addition to annual indexation, third-party software related recurring fees may be subject to additional annual revision to reflect any third-party fee increases.

### 7. Term

#### Software

- 7.1. 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. The license is firm and cannot be cancelled or otherwise 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.

#### IFS Cloud Services

- 7.2. The IFS Cloud Services will commence on the date specified in the Order Form and continue in force for the initial term specified therein. On expiry of the initial term, the subscription to the IFS Cloud Services will terminate unless renewed by the written agreement of the Parties.

#### Effect of termination

- 7.3. Except in the event of IFS’s termination for default, licenses or use rights granted to Customer hereunder shall survive termination of the IFS Cloud Services or the Master Agreement for the remainder of the applicable license term, subject to Customer’s continued compliance with the terms hereof. If Customer terminates the IFS Cloud Services, the Customer will have the right to take possession of the Software (i.e. to receive a copy of such Software) and Customer may use and access the Software subject to the license terms applicable to such Software for the term of the applicable license.
- 7.4. Upon expiry or termination of any license or use right granted hereunder, Customer shall immediately cease using the licensed material 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.
- 7.5. Offboarding assistance will be provided as set forth in Part C of these Cloud Specifications.



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### 8. Acceptable Use Policy (AUP)

8.1. In its use of the Services, Customer will comply with the AUP set forth in Part F of these Cloud Specifications.

### PART B – SOFTWARE

#### 1. License Grant

##### Copies & Delivery

- 1.1. IFS will make available one (1) copy of the Software in executable object code form and one (1) copy of the Software Documentation (“First Copy”) in accordance with the terms for delivery set forth below. Additional copies of the Software may be subject to additional charges.
- 1.2. Should the First Copy be accidentally destroyed, erased, or otherwise become unusable, and Customer has no backup copy for replacement purposes, IFS will make available to Customer a replacement copy for a reasonable administrative charge to cover actual duplication, shipping, and any installation costs incurred (such copy being deemed to be the First Copy thereafter).
- 1.3. The Software will be deemed to be delivered when it is made available to Customer for download. No Software will be delivered where the Customer is purchasing only additional quantities and/or licenses of the Software that it has previously licensed.

##### Software and Software Documentation

- 1.4. IFS grants Customer a personal, non-exclusive, non-transferable and non-assignable, limited license to access and use, the Software and Documentation (including modules and components forming part of the Software but only for use in association with and for the purpose of its use of such Software) for the applicable term set forth in the Order Form to:
  - 1.4.1. Use the First Copy solely for the purpose expressed herein and Customer may make additional copies for the exclusive purposes of backup, testing and archiving to the extent strictly necessary. Any additional copies shall contain copyright, disclaimers, proprietary notices and other markings corresponding to those which exist on the First Copy, and shall be held in strict confidence pursuant to the applicable confidentiality provisions;
  - 1.4.2. Install the Software at the Designated Location, access and use the Software solely for the own internal business operations of the Customer and Customer Affiliates, based on the Use Types and up to the applicable Use Level and all other applicable use restrictions set forth herein;
  - 1.4.3. Configure the Application Software using its embedded capabilities including to create custom fields, custom objects, custom events, custom menus, custom business rules, client scripting, report layouts and personalization’s (such as shortcuts, saved searches and screen layouts);
  - 1.4.4. Access and use all Services Updates, Updates and new Releases of the Software made available for general commercial distribution by IFS, while Customer has an active contract for Support Services; and
  - 1.4.5. Allow its temporary staff, subcontractors or agents (“Contractors”), to access and use the Software solely on Customer’s behalf for Customer’s internal business operations and subject to the applicable Use Level and all other applicable use restrictions set forth herein, 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.

##### License Key

- 1.5. The Application Software includes an embedded security system which must be used together with a license key. The license key may limit the use of the Application Software to the applicable Use Level and prevent a single User from using more than one workstation at the same time and is valid for a certain period of time following which the license key must be renewed. IFS is not responsible for any cost or loss arising out of Customer’s failure or delay to renew the license key.
- 1.6. Customer may not, and will not permit its Users to, share or transfer any license key, password or other security device relating to the use of the Software with or to any other user of the Software or any other third party.

##### Restrictions and Technical Limitations

- 1.7. Any access or use, whether via the interface designated by IFS or via any External Integration, including without limitation any multiplexer or robotic process automation technology, may be subject to minimal technical and sizing requirements as made available by IFS and must be licensed by Customer for the agreed Use Types up to the applicable Use Level, as measured at the interface/External Integration front-end. If not explicitly licensed by any other metric, the default is always Named Users. Customer acknowledges and agrees that (a) an interface/External Integration may never be used in any way so as to circumvent the use restrictions under the Agreement; and (b) the permitted use of external integrations in conjunction with the Software requires the use of recognized IFS interface methods/technology and may be subject to additional terms and conditions, as designated by IFS, and may also require specific third-party software licenses which the Customer must procure at its own expense.
- 1.8. Except to the extent permitted by mandatory law, the Customer shall not (nor enable or permit others to) as a condition and material term of the license, without IFS’s prior written permission: (a) make any correction, adjustment, modification, customization, addition, creation of derivative works (including but not limited to creating new or extending existing tables or databases) or in any other way using any portion of the Software for development purposes of any kind. Any right for Customer to develop or use self-customized software to interoperate with the Software requires prior written agreement with IFS and payment of separate fees; (b) copy (except as expressly permitted herein), decompile, reverse engineer, disassemble, decrypt, translate or unbundle the Software or Documentation, nor attempt to extract or in any other way recreate or derive the source code or review data structures or similar materials included in or produced by the Software; (c) assign, transfer, distribute, export or re-export, sell, rent, lease, lend, pledge, sublicense or otherwise exploit or encumber the Software or Documentation, or otherwise make available any portion thereof, or use or permit use on behalf of, any third party for any purpose (whether in such third party’s business operations or otherwise), including but not limited to use in the operation of a service bureau, sourcing, subscription or time-sharing arrangement, software as a service, or in a hosting or outsourcing context; (d) attempt to defeat the present and any future security system of the Software; (e) publish any results of benchmark tests conducted with regard to any portion of the Software; or (f) otherwise act in any way that would deprive IFS or a third party licensor, in whole or in part, of any fees to which it is entitled in the Software or Documentation.



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1.9. The Software is 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 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. Proprietary Rights

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

2.2. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted hereunder is exchanged between the Parties.

### 3. Verification

3.1. Upon request, Customer will provide IFS or its designated representative with reasonable access to the Designated Operating Environment to confirm that the Software is being used in conformance with the Agreement. Should IFS find that Customer is not in compliance with the terms of the Agreement in all material respects, Customer shall, in addition to paying additional fees as may be due for such use, pay all reasonable costs of the audit. Failure to provide such access is a material breach of the Agreement.

3.2. In the event Customer receives an audit request from a supplier of Third-Party Software, Customer shall without delay notify IFS of such request and shall permit IFS to handle and coordinate the request in relation to the requesting supplier in question.

## PART C – IFS CLOUD SERVICES

### 1. IFS Cloud Services

1.1. IFS will provide the IFS Cloud Services which shall comprise of:

1.1.1. Installation and initialization of the Software and Cloud Platform;

1.1.2. Facilitating network connectivity into the Cloud Platform (excluding for the avoidance of doubt Customer's network connectivity into the Cloud Platform);

1.1.3. Management of the Cloud Platform and agreed Environments;

1.1.4. Installation of Resolutions; and

1.1.5. The provision of IFS Cloud Services availability information generated through monitoring tools.

1.2. The Services are provided based on resources and capacity for the Environment configuration size set out in the Order Form to provide performance in accordance with industry norms for typical demand associated with the agreed Use Level and other applicable restrictions. Customer is responsible for planning and requesting changes to Environment configurations, including any additional capacity required.

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

### 2. Installation and Installation Deferral

2.1. Installation of Resolutions, as and when they are available, will normally be performed during Scheduled Downtime, except in regards of Critical Resolutions, Emergency Changes or Proactive Changes where installation may be unscheduled.

2.2. If permitted in accordance with the applicable Order Form, Customer may have the right to defer the installation of Resolutions or Releases during the applicable Deferral Period (provided such period falls during applicable Support Periods).

2.3. Customer acknowledges that (a) any installation deferral beyond the applicable Deferral Period will render any agreed service levels inapplicable and may also inhibit IFS's performance of its obligations under these Cloud Specifications, and IFS disclaims any liability in relation thereto; (b) any Incident occurring during the Deferral Period as a result of an Environment being in a Non-Current State, i.e. that would not have occurred had Customer allowed IFS to apply and install all the Resolutions available prior to the Incident occurring, will be considered an Excluded Incident.

### 3. Operation of the Cloud Platform

3.1. Customer is responsible for day to day functional administration and usage of the Cloud Platform, including but not limited to the following:

3.1.1. Configuration and management of Customer on-site routes/firewalls used to establish VPN or other connectivity;

3.1.2. Configuration and management of software (if any) installed on site with Customer (such as on-site print agents or off-shore environments);

3.1.3. Installation, configuration, and maintenance of any software on end-user machines;

3.1.4. Managing Content;

3.1.5. Internal Customer Case/problem management; centralized co-ordination of Incident reporting to IFS in accordance with the terms of these Cloud Specifications;

3.1.6. Creating and managing Users, profiles, settings and permissions;

3.1.7. Configuring and managing archiving, history logging, tasks, background jobs, messages, and event actions;

3.1.8. Report management and archiving, and print manager configuration; and



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3.1.9. Functional use of the Cloud Platform, including integrations.

### 4. Availability

Definitions applicable to this section only:

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

### 5. Offboarding Assistance

5.1. Customer must have requested IFS to provide a full back-up of Content stored on the Cloud Platform prior to termination or expiration of the IFS Cloud Services and where it has done so, IFS will, at Customer's provide Customer with a full backup of the Content stored on the Cloud Platform. Except where agreed by the Parties otherwise prior to such termination or expiration of the IFS Cloud Services, such agreement to be in writing, all such Content stored on the Cloud Platform will be erased by IFS on termination or expiration of the IFS Cloud Services including all backup catalogue references to such Content.

5.2. If the Customer wishes to remove software or data from the Cloud Platform, then IFS will promptly provide the Customer with all reasonable support and assistance, as a Chargeable Service. Such assistance may include providing Content stored on the Cloud Platform to the Customer or assisting the Customer to redeploy the Software to an alternative hosting platform.

### 6. Cloud Platform Vendor Terms and Conditions

6.1. In addition to the terms of the Agreement, the use of the Cloud Platform and the Services is subject to the Cloud Platform Vendor's terms and conditions, which are subject to change, and Customer acknowledges that IFS is limited in the provision of the Cloud Platform and Services by the provisions of such Cloud Platform Vendor's terms and conditions. IFS reserves the right to change the Services to reflect any change to the Cloud Platform Vendor's terms and conditions or as mandated by applicable law. In the event of any material change, IFS will give Customer reasonable prior written notice setting out the scope and contents of the change and the impact of the same. If in the reasonable opinion of Customer such changes will materially impair the functionality of the Services then the Parties shall discuss in good faith a resolution to such impairment, and if no such resolution can be achieved within ninety (90) days of IFS's notice of the change, the Customer will be entitled to terminate the Services on six (6) months' written notice to IFS. Such notice to terminate must be served on IFS within thirty (30) days of IFS and Customer determining that no resolution can be achieved.

## PART D – SUPPORT SERVICES

### 1. General Terms

- 1.1. IFS will provide Support Services subject to the Support Terms and payment by the Customer of the applicable fees. Customer must purchase support for any Customized Software, which support will be provided as a separate Chargeable Service subject to separate terms, all of which shall be as specified in the applicable Order Form.
- 1.2. IFS warrants that the Support Services will be performed in a professional manner by qualified personnel.
- 1.3. The Support Terms applicable to IFS Cloud Services are only applicable to Support Services where provided in combination with the IFS Cloud Services. Stand-alone Support Services will be subject to IFS's Support Terms for non-cloud customers based on the support option Customer has purchased.

### 2. Defined Terms

2.1. Terms defined in the Support Terms shall apply to these Cloud Specifications.

### 3. Support Plan

3.1. The Support Terms applicable to the IFS Cloud Services are the IFS Cloud Support Terms.

## PART E – DEFINITIONS

1. The definitions used in these Cloud Specifications have the meaning given to them below, unless the context requires otherwise.

- 1.1. "Access and Use" or "access and use" of the Services and/or the Software (or any similar phrasing) means any access to and/or use of any portion of the Services or the Software, including but not limited to any database information or any other contents thereof) and whether via any IFS interface, External Integration or otherwise.
- 1.2. "Acceptable Use Policy" or "AUP" means such terms of use applicable to the Services as set forth in section Part F (AUP) of these Cloud Specifications.
- 1.3. "Chargeable Services" are those services which will be provided only where specifically agreed by IFS in writing and will be charged separately (on a time and material basis except where otherwise agreed).
- 1.4. "Cloud Platform" means IFS's application cloud platform, as provided by the Cloud Platform Vendor, for the delivery of the IFS Cloud Services, including any Environment, as described in the applicable Order Form.
- 1.5. "Cloud Platform Vendor" means Microsoft or such other third-party cloud hosting vendor, as applicable from time to time, from which IFS operates the Cloud Platform.
- 1.6. "Content" means Customer Data and other data which is submitted to the Cloud Platform.
- 1.7. "Critical Resolution" means any Resolution addressing critical vulnerabilities (having a total score of 9.0 or higher using the base metrics under the latest published version of the Common Vulnerability Scoring System standard) or critical operational issue(s), as determined by IFS.



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- 1.8. "Customer Data" means all data and all content submitted by Customer using the Services and/or the Software or provided by Customer to IFS in the course of IFS providing the Services, including all intellectual property rights embodied in such data or content.
- 1.9. "Customized Software" or "Customization" means any Application Software code modified or amended on behalf of the Customer. Setting of parameters, parameterization or configuration is not a Customization.
- 1.10. "Customer Components" means everything needed by the Customer to access and use the Cloud Platform, including without limitation hardware, routers, VPN's firewalls software and other products not specifically included in the Services.
- 1.11. "Deferral Period" means such periods, during the applicable Support Period, where Customer may defer the installation of Resolutions or Releases, as specified in the applicable Order Form, it being understood that separate Deferral Periods apply for different IFS products and that shorter Deferral Periods apply for Critical Resolutions.
- 1.12. "Designated Location" means the agreed physical location identified in the applicable Order Form at which where the server-based portion of the Application Software resides.
- 1.13. "Designated Operating Environment" means the hardware and operating system software set forth in the applicable Order Form on which the Software is authorized for use.
- 1.14. "Emergency Change" means a change or other Resolution that is triggered by a Severity Level 1 Incident. Emergency Changes follow an escalated approval process and will bypass Customer approvals.
- 1.15. "External Integration" means any external interface(s), links, frontend/clients, apps, integrations, or data collection device, including without limitation any multiplexing hardware or software (including but not limited to a transaction processing monitor or a web server product). For the avoidance of doubt, the applicable Use Level must always be measured at the External Integration front end.
- 1.16. "Fixed" means General Access Functionality residing on the server that may be used by any General Access User or Use Level for said Module set forth in the Order Form.
- 1.17. "General Access Module" means an Application Software Module that may be used by any General Access User at the Use Level for said Module set forth in the Order Form.
- 1.18. "General Access User" means a User with unrestricted access to all licensed Application Software modules and components.
- 1.19. "Hardware" or "hardware" means the combination of the machine types and other hardware products which, together with the operating system software, can perform one or more data processing functions when utilizing the Software.
- 1.20. "Improvement" means a functional change made by IFS to improve or enhance the Application Software e.g. to implement new capability and address legal requirements. Improvements are compatible with the applicable Current Release designated by IFS.
- 1.21. "IFS Cloud Services" means the provision and automated monitoring of the Cloud Platform and associated services, as further set forth in Part C of these Cloud Specifications.
- 1.22. "Incident" means an identified Error, Outage or other event impacting the performance of the Services.
- 1.23. "Key User" means a person appointed by the Customer who is trained and qualified to handle initial problem resolution and report Incidents.
- 1.24. "License Type" means the type of license granted be it a perpetual license or subscription license for a specified duration, such information being as specified in the Order Form.
- 1.25. "Limited Access Module" means an Application Software Module that may only be used by a Limited Task User at the Use Level for said Module set forth in the Order Form.
- 1.26. "Limited Task User" means a User with access restricted to specific Application Software modules, functions or features.
- 1.27. "Operating System Software" or "operating system software" means the software necessary to operate the Hardware.
- 1.28. "Module" means specific portion of the Application Software designated as such in the Documentation made available to the Customer under the Order Form.
- 1.29. "Non-Current State" means where an Environment that is not current, i.e. that does not have the latest Resolutions installed and/or for which the applicable Support Period has expired.
- 1.30. "Proactive Change" means a change or other Resolution reasonably deemed necessary by IFS to pre-empt any Severity Level 1 or 2 Incidents based on available monitoring information.
- 1.31. "Required Consents" means any consents, licenses, or approvals required to give IFS, or any person or entity acting for IFS hereunder, the right or license to access, use and/or modify in electronic form and in other forms, including derivative works, the Customer Components and Content, without infringing the ownership or intellectual property rights of IFS or the owners of such Customer Components and Content.
- 1.32. "Resource" means a unique person, piece of equipment, or object that performs activities and has its schedule calculated by Application Software.
- 1.33. "Security Vulnerability" means a weakness in software code, a product or a system that leaves it open to the potential for exploitation in the form of unauthorized access or malicious behavior.
- 1.34. "Services" means the IFS Cloud Services and Support Services.
- 1.35. "Service Hours" means the hours limited in the applicable Order Form during which the Services are provided, it being understood that different Service Hours can apply for different Services.
- 1.36. "Service Update" means a cumulative set of high severity Fixes for a Release ("high severity" being as designated by IFS as set forth in the IFS Support Policy). Service Updates are compatible with a specific Release of the Application Software as designated by IFS and released in accordance with IFS's release schedule as applicable from time to time.
- 1.37. "Software" means Application Software and third-party software together as licensed under an Order Form.



## TERMS FOR IFS CLOUD SERVICES

- 1.38. "Support Services" means the support and maintenance provided or made available by IFS and purchased by Customer for particular Application Software, which includes different support options, as specified on 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.
- 1.39. "Support Terms" means the detailed description of the applicable Support Services as specified at <https://www.ifs.com/corp/legal/>.
- 1.40. "Third-party Software" or "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 to which Customer has been licensed and/or granted the right to access and use under an Order Form.
- 1.41. "User" means a physical individual (i.e. user login) who is granted access to use the Software; "Named User" means a named individual authorized to use the Software (or any portion thereof) regardless of whether the individual is actively using the Software at any given time; a non-human operated device will be counted as one or multiple Named User(s) (depending on the nature of operation) in addition to all individuals authorized to use the Software; and "Permitted Users" means Named Users, concurrent Users or other types of Users being authorized to use the Software, as set forth in the applicable Order Form.
- 1.42. "Unit of Measure" means, as applicable, any agreed volume-based metric, resources, or other applicable metrics, for use of the Software, including but not limited to, number of employees, transaction volumes, operating devices, as set forth in the applicable Order Form.
- 1.43. "Use Type" means the metric for counting and controlling the applicable permitted use categories – in terms of Permitted Users, Units of Measures or other permitted means of use, as applicable, as specified in the applicable Order Form.
- 1.44. "Use Level" means the maximum permitted use level for each Use Type, as specified in the applicable Order Form.

### PART F – AUP

#### 1. General

- 1.1. This AUP for Customer's access and use of the Services. Customer shall be responsible for each User's compliance with this AUP.

#### 2. Prohibited Use

- 2.1. The Customer must not use the Services nor enable others to use the Services: (a) In a way prohibited by law; (b) To violate the rights of third parties; (c) To try to gain unauthorized access to or disrupt any service, device, data, account or network; (d) To spam or distribute malware, or transmit or cause to be transmitted any viruses, worms, Trojan horses, time bombs, cancel bots or any other harmful, damaging or destructive programs or content; (e) In a way that could otherwise harm the Services or impair anyone else's use of it; (f) To disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customers use of the Services, nor force any electronic barriers or locks which have been adapted for the purpose of protecting the Services; or share or transfer any license key, password or other security device relating to the use thereof with or to any other User or any third party; (g) In a manner that prevents or disrupts other computer communications, or prevents or disrupts the equipment employed to provide and use the Services; or (h) In any application or situation where failure of the Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.
- 2.2. The 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 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.

#### 3. Investigation, Suspension

- 3.1. IFS have the right to investigate potential violations of the AUP. If IFS acting reasonably determines that a repeated or material breach has occurred, then IFS may, in its reasonable discretion: (a) restrict Customer's and Users' access to the Services; (b) remove or require removal of any offending Content; (c) Suspend the Services in whole or in part; (d) Terminate the Services for cause; and/or (e) exercise other rights and remedies available to it.
- 3.2. Except where IFS believes on reasonable grounds that an immediate restriction of the access to the Services is required or otherwise is required by law, before undertaking the actions in this section, IFS will attempt to notify Customer by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Customer will promptly notify IFS of any event or circumstance related to the Services, Customer's or any User's use thereof, or Content of which Customer becomes aware, that could lead to a claim or demand against IFS, and Customer will provide all relevant information relating to such event or circumstance to IFS at IFS's request. Customer will always have complete and unrestricted access to Customer's software applications, devices, equipment, hardware, and all Services-related license files so that Customer can audit its Users' compliance.
- 3.3. In the event of a violation of the AUP, Customer has ten (10) days following notification to correct the violation prior to IFS acting.
- 3.4. The exercise by IFS of suspension rights or other remedies under this AUP shall not relieve Customer of any obligation to pay the applicable fees.