FIS TERMS AND CONDITIONS
Global Version 2026.August

The FIS Terms and Conditions ("**FTCs**") set forth below may be incorporated into one or more orders, SOWs or similar document referencing the FTCs (each the "**Order**"). Each "**Agreement**" is as defined in the applicable Order. If a conflict exists between the FTCs and the Order incorporating the FTCs, the documents will take precedence over each other in the following order: (i) the Order; and (ii) the FTCs.

1. **PROVISION OF SOLUTION**.

1.1 **Supply of Solution.** FIS shall provide to Client the software licensed for use on Client systems ("**Software**") and/or services (including SaaS, BPaaS, hosting services and Professional Services) ("**Services**") identified in the Order (each such Service or Software, a "**Solution**"). Client shall use the Solutions only in the ordinary course of its business for its own internal business purposes in accordance with the then-current documentation for the Solution ("**Documentation**"), the then-current system requirements for the Solution (the "**System Requirements**", and together with the Documentation, the "**Specifications**"), the Order (including, and only in accordance with, the Scope of Use) and the FTCs. "**Scope of Use**" means the rights, restrictions or parameters regarding the use of the Solutions set forth in the Order and the FTCs.

1.2 **Solution Deployment.** Each party shall make reasonable efforts to implement the Solution as soon as practicable following the effective date stated in the Order ("**Order Effective Date**"). Client shall ensure its systems meet the System Requirements at its expense. Client is responsible for the accuracy and completeness of all Client Data that Client introduces into the Solution. "**Client Data**" means personal and non-personal data introduced into the Solution by Client (or a third party acting on behalf of Client) or Client's customers ("**Customers**") that is stored in or processed by the Solution, but excludes any FIS Property.

2. **FEES**.

2.1 **Payment Terms.** Client shall pay any fees stated in the Order within 30 days after the applicable invoice date, and, except for any Disputed Amounts, a late payment fee shall accrue on any amounts overdue at the rate of 12% per year (or, if lower, the maximum rate permitted by applicable Laws). "**Disputed Amount**" means amounts invoiced by FIS which are disputed by Client in good faith for which Client provides a reasonably detailed notice of the dispute before such amounts are past due. A dispute will not exist as to an entire invoice merely because certain amounts on the invoice are Disputed Amounts.

2.2 **Commencement of Fees.** Unless otherwise stated in the Order: (i) any Software license fees shall be due upon execution of the Agreement (or the Order or amendment); (ii) 50% of any other one-time fees shall be due upon execution of the Agreement (or the Order), and the remaining 50% shall be due upon the applicable Commencement Date; (iii) fees for any Professional Services fees billed on a time and materials basis shall be billed for each calendar month (or portion thereof) starting on the applicable Commencement Date; and (iv) recurring fees for other Services shall begin on the applicable Commencement Date. Unless otherwise stated in the Order, the "**Commencement Date**" of: (a) support and maintenance, shall be the Order Effective Date; (b) Professional Services, shall be the date that FIS begins performing the Professional Services; or (c) other Services (excluding Professional Services), shall be the date the Service is first made available for use by Client.

2.3 **Fee Adjustments.** On an annual basis, FIS may increase fees stated in the Order by an amount not to exceed the applicable "**Maximum Price Change**" set out and calculated in accordance with the Order.

2.4 **Additional Services or Software.** FIS may make other services or software available to Client from time to time that, when first used or enabled, shall be a Solution subject to the Agreement and any fees set out in the applicable documentation.

2.5 **Expenses.** Client shall reimburse FIS for reasonable travel, living and other out-of-pocket expenses (where Client pre-approval of travel is required; any delay in the required approval may impact or delay the performance of the Solution for which FIS shall not be responsible) or pass-through expenses (postage, mailing and payment card materials, courier, and any other fees agreed as pass-through expenses in the Order) incurred in connection with the provision of the Solution. FIS shall invoice Client for these expenses on a monthly basis, as incurred. FIS may increase pass-through expenses, if FIS' cost for those items increases.

2.6 **Taxes; General.** All charges and fees to be paid by Client to FIS under the Agreement do not include any taxes (including consumption taxes such as GST or VAT), duties, levies, tariffs, fees or similar charges or surcharges that may be assessed or imposed by any governmental or regulatory authority in any jurisdiction or otherwise incurred by FIS in connection with the transactions contemplated by the Agreement ("**Taxes**"). Client shall: (i) be responsible for the payment of all such Taxes; (ii) directly pay any such Taxes assessed against it; and (iii) promptly reimburse FIS for any such Taxes that FIS is required by Laws to collect or pay on behalf of Client, or that are assessed against, imposed on, or incurred by FIS in connection with the provision of the Solution or the performance of FIS' obligations under the Agreement.

2.7 **Taxes; Withholding Tax.** Taxes do not include corporate income withholding tax based on the income of FIS ("**WHT**"). FIS is ultimately responsible for any WHT; however, if Client is required by Laws to deduct WHT from payments owing by Client to FIS and remit it to the applicable tax authorities, Client will: (i) promptly notify FIS; (ii) deduct such WHT from the payment due to FIS (and, in doing so, Client shall apply to such withholding any exemption or reduced tax rate specified in a tax treaty between Client's and FIS' respective countries of tax domicile); (iii) promptly pay such WHT to the relevant government agency and remit the net amount after the WHT deduction to FIS; (iv) promptly, and in any event upon FIS' request, give FIS an official receipt or other official document evidencing payment of such WHT so that FIS may claim a tax credit from the applicable tax authorities; and (v) remain liable to pay FIS for any difference in the amount calculated at the applicable WHT rate that is not supported by a WHT certificate from Client. Each party will provide such assistance, documentation or information as may be reasonably requested by the other party to resolve any dispute, difference or disagreement with the applicable tax authorities. FIS will not be responsible for any penalties, withholding tax or interest related to the failure of Client to deduct and pay Taxes timely in accordance with applicable local Laws. FIS and Client will reasonably co-operate with each other in determining the extent to which any Taxes are due and owing in connection with the Agreement.

3. **GENERAL OBLIGATIONS**.

3.1 **Compliance with Laws.** FIS shall comply with all laws, enactments, orders and regulations ("**Laws**") applicable to it as the provider of the Solution under the Agreement. Client shall comply with all Laws applicable to it as the recipient and user of the Solution under the Agreement. Each party agrees that it has complied with and shall continue to comply with all such applicable Laws relating to modern slavery, anti-money laundering, anti-bribery and anti-corruption; and shall maintain reasonable policies and procedures to ensure such compliance throughout the Term of the Agreement.

3.2 **Security.** Each party will implement reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of the other party's Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of the other party's Confidential Information; and (iii) protect against unauthorized access to or use of the other party's Confidential Information. Further details of FIS' administrative, technical and physical safeguards are set out in the then-current version of the FIS Security Statement (found at https://www.fisglobal.com/solutions/legal/fis-information-security) (the "**Security Statement**").

3.3 **Business Resilience.** FIS shall maintain and comply with its Global Business Resilience Program designed to minimize the risks associated with crisis events affecting FIS' ability to provide the Solution, as set forth in the Security Statement.

3.4 **Configuration and Parameters.** Client is responsible for determining the suitability of the Solution and its Output for its purposes and that: (i) the processing configurations and settings of the Solution; and (ii) the administrative, technical and physical safeguards implemented by Client in connection with Client's use of the Solution (collectively, the "**Parameters**") are consistent with all Laws applicable to Client's business and Client's business needs. FIS shall not be liable for any losses, damages or expenses resulting from: (a) Client's, a Client user's, or a Customer's, request, prompt, input or instruction; (b) the Parameters; and/or (c) Client's rule settings and decisioning criteria.

3.5 **Support.** FIS shall provide support and/or maintenance as more specifically described in the Order or Documentation. Such support and/or maintenance consists of: (i) provision of help desk support; (ii) correction of any material non-conformity of the Solution with the Documentation reported by Client ("**Defect**"); and (iii) periodic provision of updates or modifications which FIS, in its discretion, may incorporate into the Solution, (each, a "**Release**").

4. **PROFESSIONAL SERVICES**. This Section applies to the programming, training, consulting, implementation and other professional services ("**Professional Services**") identified in the Order.

4.1 **Performance of Professional Services.** FIS shall perform the Professional Services in a good and workmanlike manner, using suitably qualified and experienced personnel, and any deliverables resulting from the Professional Services ("**PS Deliverables**") will conform in all material respects with the requirements stated in the Order ("**Requirements**"), provided Client, using suitably qualified and experienced personnel, timely performs its obligations stated in the Order and reasonably cooperates with FIS. Client may use PS Deliverables to the same extent as it is permitted to use the Solution. If Client requests services that are outside the scope of the Requirements, such services shall be billed at the rates set out in the Order or, if no such rates are specified, at FIS' then-current rates. Any failure of PS Deliverables to materially conform with its Requirements shall be a "**PS Defect**." Professional Services shall be deemed complete if: (i) Client fails to give FIS notice of a PS Defect within 30 days after delivery (or within 15 days following FIS' correction of the last reported PS Defect); or (ii) Client uses the PS Deliverables for production purposes. FIS is not obligated to correct a PS Defect that was not caused by FIS. Following Client's notice of a PS Defect, FIS shall begin correcting PS Defects upon verifying their existence and shall use reasonable diligence to correct PS

Defects or provide a reasonable work-around in a timely manner based upon their severity and impact on Client's business.

4.2 **Compliance with Client Policies.** While FIS personnel are performing Professional Services at Client's site, FIS will ensure that such personnel comply with Client's security policies and procedures that are generally applicable to Client's other suppliers providing similar services and that have been provided to FIS in writing in advance. If Client's policies require FIS to incur material out-of-pocket costs, Client shall either waive compliance or bear such costs.

5. **LICENSED SOFTWARE**. This Section applies to Software only and not to Services.

5.1 **License Grant.** FIS grants Client a limited, non-exclusive, and non-transferable right and license to use and/or access the object code of the Software during the Term and solely in accordance with the Agreement. Client shall notify FIS of the location of the Software and shall promptly notify FIS of any changes to such location. The Software shall remain under the exclusive control and custody of Client at all times, except where FIS or an FIS Affiliate provides hosting services. Client shall keep the Software free and clear of any claim, lien or encumbrance, and any act by Client purporting to create such a claim, lien or encumbrance shall be void from its inception.

5.2 **Third-Party Software.** The Software may include embedded software including open-source software ("**Embedded Software**") which is licensed under the same terms as the Software, unless the applicable third-party license terms accompany or are made available with such software, in which case those terms apply. In relation to software specified in the Order as being provided by a third-party (which may include Embedded Software) ("**Third-Party Software**"), FIS shall use reasonable efforts to provide Client the benefit of all indemnities and warranties granted to FIS by the provider of the Third-Party Software, as and if permitted by FIS' agreement with the provider. FIS shall be responsible for fixing Defects caused by Embedded Software or Third-Party Software to the same extent as FIS' support and maintenance obligations as set forth in the Agreement.

5.3 **Acceptance.** Client shall verify that the Software complies with the Documentation within 30 days of the Order Effective Date. Client will be deemed to have accepted the Software if: (i) Client fails to give FIS notice of any Defect during that 30-day period (or within 10 days following FIS' correction of the last reported Defect); or (ii) Client uses the Software for production purposes.

6. **INTELLECTUAL PROPERTY**.

6.1 **Definitions; FIS Property and Output.** "**FIS Property**" means: (i) any current or prospective Solution, PS Deliverables, Specifications or Output; (ii) the pricing, source code, visual expressions, report or statement formats, and other parts, features, functions, user interfaces, and design features of such Solution, PS Deliverables, Specifications or Output; (iii) the methods, algorithms, models, formulae, variables, materials, passwords, and concepts used in developing and/or incorporated into the Solution, PS Deliverables, Specifications and Output; and (iv) any improvements, derivative works, modifications, customizations, enhancements, or work product related thereto (whether tangible or intangible, by whomever made). "**Output**" means data, documents, reports, statements, and other output of the Solution, as may be more fully described in the Specifications, but excludes any Client Confidential Information, including Client Data.

6.2 **Ownership.** FIS (or its licensors) own, and Client (and its users) do not acquire any right, title or interest in, to or under, any copyright, trademark, trade name, trade secret, patent, database rights or other intellectual property right ("**IP Right**") in or to any FIS Property. All FIS Property are: (i) trade secrets, or otherwise the property of or controlled by, FIS or its licensors, having great commercial value and functional utility to FIS or its licensors and with respect to its databases, there has been a substantial investment in obtaining, verifying or presenting their contents and such databases are original compilations; and (ii) owned solely and exclusively by FIS or its licensors, regardless of who participated in their creation or the medium of expression. FIS may use all of Client's comments, and suggestions for the improvement of any FIS Property without accounting or reservation. Client shall not provide any such comments, or suggestions that are confidential or proprietary to any third party. Client hereby unconditionally and irrevocably assigns, transfers, and conveys to FIS all of Client's right, title, and interest in and to any FIS Property and all IP Rights therein or thereto. Client shall take any action reasonably requested by FIS to perfect FIS' ownership of its IP Rights in or to any FIS Property (with FIS bearing any material costs related thereto).

6.3 **Use of Output.** Client will have a perpetual right to use the Output in accordance with the Agreement and Specifications and only in the ordinary course of its business for its own internal business purposes, subject to Section 6.4 (*Use Restrictions*) below.

6.4 **Use Restrictions.** Except as otherwise specifically permitted in the Agreement, Client shall not, shall not attempt to, and shall not permit any others to: (i) use and/or access any FIS Property for any purpose or in any manner not specifically authorized by the Agreement; (ii) make or retain any copy (including electronic or temporary copy) ("**Copy**") of any FIS Property, excluding copies of any Output, which Client may make and retain in accordance with Section 6.3 (*Use of Output*) above; (iii) create, recreate or translate the source code for any Solution, or re-engineer, reverse engineer, decompile or disassemble, attempt to derive the source code, trade secrets or know-how in or underlying, the FIS Property, except to the extent applicable Laws require that Client have the right to do so; (iv) alter, remove, obscure, tamper, or revise any proprietary, restrictive, trademark or copyright notice included with, affixed to, displayed in, encoded or recorded in, on or by a FIS Property, or fail to preserve all copyright and other proprietary notices in any Copy of any FIS Property made by Client; (v) modify, integrate, combine, adapt, alter, translate or create derivative works from any FIS Property, or combine, or merge any part of the FIS Property with or into any other software, technology or documentation (including using any FIS Property to train, develop, or improve any artificial intelligence or machine learning model or system, or as input to any such model or system), except to the extent applicable Laws require that Client have the right to do so; (vi) refer to, disclose, use or access all or any part of any FIS Property to develop a program similar to the Solution or otherwise compete with FIS; (vii) sell, lease, rent, assign, transfer, market, license, reproduce, sublicense, distribute or grant to any third party, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use and/or access any FIS Property or allow any third party to use or have access to any FIS Property, whether on Client's behalf or otherwise; (viii) perform benchmark testing, or publish any results of any authorized benchmark testing, on any Solution; (ix) interfere with, integrate, combine, modify, disrupt, override, or disable features or functionality of any Solution, including any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of any Solution; (x) attempt to gain unauthorized access to any Solution or its related systems or networks; (xi) permit any third-party or Client-owned artificial intelligence agent, bot, automated script or similar autonomous or semi-autonomous system to access, interact with, query or transact through any Solution or any application programming interface made available in connection with a Solution, except where (and to the extent) FIS has provided prior written approval; or (xii) use any Solution to conduct any type of application service provider, rental, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any third party, whether on a fee basis or otherwise or use or otherwise provide, directly or indirectly, any Solution to or for the benefit of any third party. The Scope of Use of any Solution does not include any increased processing or use resulting from any merger, assignment, acquisition (regardless of form) involving Client subsequent to Client's procurement of any Solution.

6.5 **Records and Audit.** Client shall maintain adequate records of Client's compliance with the Scope of Use including the names, business information and locations of the Solution users. Client shall provide FIS with a copy of such records upon request, and FIS, its licensors or its designees shall be entitled to review such records upon reasonable advance notice (but no more often than once annually). Client agrees to reasonably cooperate with FIS, its licensors or their designees during such review.

6.6 **Attributes.** FIS may change or remove any features, functions, brand, third-party provider, or other element of its systems or processes for a Solution (each, an "**Attribute**") or provide a replacement for a Solution or Attribute from time to time, provided that neither the overall performance nor the fees for the Solution are materially adversely affected. Notwithstanding the foregoing, FIS may terminate any Services or part thereof (excluding Professional Services): (i) immediately upon any final regulatory, legislative, or judicial determination that providing such Services violate applicable Laws; or (ii) upon providing reasonable prior notice to Client (but in no event less than one year) so long as FIS is terminating such Services for the clients of such Services generally. If FIS terminates Services under this Section, no damages, liquidated damages or other remedy will be available to or due as a result of such termination, and Client shall be entitled to a refund of the portion of prepaid fees (if any) relating to the Services for the period after the termination takes effect.

6.7 **Client Data.** Client shall obtain or provide all necessary rights, consents and notices for FIS and its agents to use the Client Data or Client Confidential Information in accordance with the terms of the Agreement. Except to the extent specified in the Order, FIS shall not be deemed Client's official record keeper for regulatory or other purposes.

7. **CONFIDENTIALITY**.

7.1 **Definition; Confidential Information.** "**Confidential Information**" means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with the Agreement. Client Confidential Information includes: (i) Client Data and the details of Client's computer operations; and (ii) Client Personal Data. FIS Confidential Information includes: (i) FIS Property; (ii) FIS Personal Data; and (iii) the terms of the Agreement. Except for Personal Data, neither party shall be obligated to preserve the confidentiality of any information that: (a) was previously known; (b) is a matter of public knowledge; (c) was or is independently developed without reference to or use of the other party's Confidential Information; (d) is released for disclosure with the other party's written consent; or (e) is received from a third party to whom it was disclosed by the Disclosing Party without restriction. FIS may use Client's name and logo as reasonably necessary to perform its obligations under the Agreement. "**Personal Data**" means any information relating to an identified or identifiable natural person.

7.2 **Confidentiality Obligations.** The party receiving Confidential Information ("**Receiving Party**") of the other ("**Disclosing Party**") will use the same reasonable efforts as it uses to protect its own proprietary information and data (but in any event not less than a reasonable standard of care) to: (i) keep all Confidential Information of Disclosing Party strictly confidential; (ii) not disclose the Confidential Information of Disclosing Party to anyone other than its Authorized Recipients; and (iii) only use Personal Data as permitted by applicable Laws. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. "**Authorized Recipient**" means: (a) with respect to Client, Client and any employee of Client, its Affiliates or agents, provided that the agent is not a competitor of FIS; and (b) with respect to FIS, FIS, its Affiliates, and their respective employees, contractors, or agents, in the case of (a) or (b) that has a reasonable need to know the Confidential Information and who are required to protect and restrict the use of the other party's Confidential Information in accordance with terms substantially similar to the requirements of the Agreement.

7.3 **Compelled Disclosure.** If Receiving Party believes the Confidential Information must be disclosed or made publicly available under applicable Laws, an order of a court of competent jurisdiction or in response to a request from a governmental regulator, Receiving Party may do so provided that, to the extent permitted by such applicable Laws, court of competent jurisdiction or governmental regulator, the Disclosing Party is given a reasonable opportunity to contest such disclosure and obtain a protective order, and shall in any event omit all pricing, service level or Solution specific information from any such disclosure or public filing, unless such omission is prohibited by Laws.

7.4 **Anonymized Information.** Notwithstanding the foregoing, Client authorizes FIS to store (where applicable) and use all data provided by or on behalf of Client and/or its users of a Solution, including Customers, in connection with the Solution, and all information that is derived from such data, to provide the Solution, to create Anonymized Information, and for other purposes permissible under applicable Laws, and to disclose and provide Anonymized Information to third parties. "**Anonymized Information**" means data provided by or on behalf of Client, its users of a Solution, including Customers, in connection with the Solution, and all information that is derived from such data, that has been rendered anonymous by removing names and other personal information such that it does not relate to nor is reasonably linkable to Client or any identifiable person, household, or device. FIS may use its Affiliates in creating the Anonymized Information.

8. **VENDOR MANAGEMENT AND DILIGENCE; GOVERNMENTAL ACCESS**. To assist Client with its due diligence and vendor management responsibilities, FIS will provide electronic access to audit reports, third-party attestations and certifications (such as SSAE 18s, ISO certifications and PCI AoCs) and certain other information and testing results regarding the physical, technical and administrative controls utilized by FIS and the security of Client's Confidential Information. FIS shall permit governmental agencies that regulate Client in connection with a Solution to examine FIS' books and records relating to the Agreement and Client Data, to the same extent as if that Solution were being performed by Client on its own premises, subject to FIS' confidentiality and security policies and procedures. If Client Data is accessible to Client through the Solution, and FIS is asked to provide the Client Data, Client agrees to reimburse FIS for its costs and its time reasonably incurred in connection with providing the Client Data during such examination.

9. **DATA PRIVACY**. FIS has and will maintain a privacy program with policies and procedures in accordance with Laws applicable to FIS. If FIS processes any Personal Data on behalf of Client, such processing shall be in compliance with the then-current version of the Personal Data Processing Annex as of the Order Effective Date (found at www.fisglobal.com/solutions-legal/fis-information-security).

10. **TERM AND TERMINATION**.

10.1 **Term.** The term for the use of the Solution ("**Term**") shall be as stated in the Order, which may specify an initial term for the use of the Solution ("**Initial Term**") and subsequent renewal terms (each, a "**Renewal Term**"), in which event the Term shall collectively mean the Initial Term together with any such Renewal Terms. If the Order fails to state a Term, then the Order shall be deemed to have a Term of 1 year.

10.2 **Termination for Cause.** Either party may terminate a Solution on 30 days advance notice to the other party if: (i) the other party breaches any of its material obligations under the Agreement related to the Solution and does not cure the breach within 30 days after receiving such notice describing the breach in reasonable detail; or (ii) the other party discontinues performance under the Agreement related to the Solution because of a binding order of a court or regulatory body. If a breach capable of being cured cannot reasonably be cured within 30 days, the non-breaching party may not terminate the Solution so long as the breaching party promptly commences work and completes correction within 90 days of receiving notice of the breach.

10.3 **Termination for Third-Party Dependencies.** In addition to the termination rights set forth above, FIS may terminate a Solution, in whole or in part, without penalty, if FIS' agreement to use any third-party software or service upon which the Solution relies expires or is terminated; provided, however, that prior to any such termination, FIS shall use reasonable efforts to develop a work around that allows Client to continue to receive the Solution or similar software or services without material interruption, reduction in quality, or increase in fees.

10.4 **Effects of Termination.** Upon termination or expiration of the Agreement or a Solution: (i) Client shall: (a) discontinue all use of the affected Solution(s) and Specifications; and (b) promptly return to FIS any Copies of the affected Software, Specifications and related FIS Property (excluding Outputs Client is permitted to use under Section 6.3 (*Use of Output*)); and (ii) to the extent practicable, at Client's expense, and subject to Section 10.5 (*Termination Assistance*), FIS shall use reasonable efforts to comply with Client's written instructions regarding the return or destruction of Client Data or, if Client fails to give such instruction within 30 days after such termination or expiration, then FIS may destroy Client Data in a manner designed to preserve its confidentiality.

10.5 **Termination Assistance.** Upon termination of a Solution, FIS shall provide termination services and deconversion assistance at Client's expense. Prior to FIS providing termination services or deconversion assistance (including delivery of any data files): (i) if requested by FIS, Client and/or any replacement service provider shall execute FIS' deconversion confidentiality agreement; (ii) Client shall fully pay all outstanding amounts, including any liquidated damages; (iii) Client shall prepay FIS' fees for termination services and deconversion assistance; and (iv) the parties shall agree on a date for deconversion.

11. **INDEMNITIES**.

11.1 **Infringement Claims.** FIS' indemnity obligation shall be to defend Client against any third-party claim alleging that the Solution infringes or misappropriates any patent, trademark, copyright or trade secret enforceable under applicable Laws and pay the amount of any resulting adverse final judgment or settlement of such claim. Without limiting the foregoing, if any such claim is, or in FIS' sole opinion may be, initiated, FIS may at its option and expense: (i) modify or replace all or part of the Solution; (ii) procure for Client the right to continue using the Solution; or (iii) remove all or part of the Solution. If FIS so removes all or a part of the Solution, then FIS shall: (a) if Client has paid a one-time license fee for the Solution, refund to Client the corresponding portion of the license fee paid by Client to FIS for the Solution, less a reasonable rental charge equal to 1/60 of the license fee for each month of use following the Order Effective Date; or (b) if Client is paying for use of the Solution on a recurring basis, refund to Client the unused portion of the recurring fee(s) paid by Client for the Solution, and in each such case, the Agreement shall terminate with respect to the Solution or part thereof removed. The remedies provided in this Section are the sole remedies for a claim of infringement or misappropriation hereunder.

11.2 **User Claims.** Except for any claims solely caused by FIS' breach of the Agreement, Client's indemnity obligation shall be to defend FIS against any and all claims asserted against FIS by or on behalf of Client's users or Customer(s) arising from or related to the Agreement, and pay the amount of any resulting final judgment or settlement of such claim.

11.3 **Indemnification Procedure.** The obligations in this Section 11 (*Indemnities*) are contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claims for which it seeks indemnity, including all materials received by the party related to the claim and an identification of the relevant Solution; (ii) the indemnifying party having sole control over the defense and settlement of such claims; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the indemnified party not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof.

12. **EXCLUDED ACTIONS**. FIS is not obligated or liable under any provision of the Agreement for any performance problem, claim of infringement or other matter resulting, in whole or in part, from: (i) any modification of any Solution (other than a modification made solely by FIS or a third party acting at FIS' direction); (ii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iii) any use of any version of a Solution other than a version that FIS has classified, or the parties have agreed, is a "supported release" by FIS; (iv) Client's failure to implement corrections or changes to a Solution provided by FIS; (v) Client's failure to subscribe to support and maintenance if then offered for the Solution; (vi) any Third-Party Software (other than as set out under Section 5.2 (*Third-Party Software*)); (vii) any transaction processed on behalf of Client or its Affiliates, users, or Customers, including any credit, fraud or counterfeit losses; or (viii) any negligence, wrongful act, or breach of the Agreement by Client, or its Authorized Recipients, agents, users or Customers.

13. **DISCLAIMER**. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE SOLUTION AND DOCUMENTATION ARE PROVIDED "AS IS", AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, UNINTERRUPTED OR ERROR-FREE OPERATION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, DISCLAIMED AND EXCLUDED FROM THE AGREEMENT.

14. **LIMITATION OF LIABILITY**.

14.1 **Liability Cap.** SUBJECT TO SECTION 14.2 (*Consequential Damages Exclusion*) AND 14.3 (*Exceptions*), EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THE AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY CLIENT TO FIS UNDER THE AGREEMENT DURING THE 24 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM.

14.2 **Consequential Damages Exclusion.** SUBJECT TO SECTION 14.3 (*Exceptions*), NEITHER PARTY (NOR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION UNDER THE AGREEMENT) SHALL BE LIABLE TO THE OTHER NOR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (i) LOST REVENUES; (ii) LOST PROFITS; (iii) LOSS OF BUSINESS; (iv) TRADING LOSSES; (v) INACCURATE DISTRIBUTIONS; OR (vi) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CLIENT'S USE OF THE SOLUTION PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THE AGREEMENT OR ANY TERMINATION OF THE AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. AS BETWEEN CLIENT AND FIS, THE FOLLOWING, IN PARTICULAR, SHALL BE DEEMED "DIRECT DAMAGES": (a) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 11 (*Indemnities*); (b) THE REASONABLE OUT-OF-POCKET COSTS INCURRED BY CLIENT IN THE PREPARATION AND DISTRIBUTION OF ANY NOTIFICATIONS REQUIRED BY APPLICABLE PRIVACY BREACH NOTIFICATION LAWS; AND (c) THE REASONABLE OUT-OF-POCKET COSTS INCURRED BY CLIENT IN PROVIDING CREDIT MONITORING SERVICES TO AFFECTED INDIVIDUALS FOR A PERIOD OF 1 YEAR, IN EACH CASE OF (b) AND (c), TO THE EXTENT CAUSED BY THE UNAUTHORIZED DISCLOSURE OF CLIENT DATA RESULTING FROM FIS' FAILURE TO COMPLY WITH ITS OBLIGATIONS IN SECTION 7 (*Confidentiality*).

14.3 **Exceptions.** THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 14.1 (*Liability Cap*) AND 14.2 (*Consequential Damages Exclusion*) SHALL NOT APPLY TO: (I) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (II) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; (III) BREACHES OF THE SCOPE OF USE; (IV) THE OBLIGATION TO PAY FEES HEREUNDER; (V) ANY OBLIGATION TO PAY DAMAGES ARISING FROM IMPROPER TERMINATION OF A SOLUTION OR ORDER BY CLIENT; OR (VI) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH A LIMITATION OR EXCLUSION OF SUCH DAMAGES IS NOT PERMITTED BY APPLICABLE LAWS. THE LIMITATIONS SET FORTH IN SECTION 14.1 (*Liability Cap*) DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 11 (*Indemnities*).

15. **TRADE COMPLIANCE**. Each party agrees that: (i) it will comply with all applicable economic, trade, financial sanctions and export controls laws, regulations, embargoes or restrictive measures, administered and enforced by the United States, the United Kingdom, the European Union, the United Nations Security Council and any other relevant government authority ("**Sanctions and Export Laws**"); and (ii) it will provide such assistance, documentation and information to other party as such other party may reasonably request from time to time in relation to compliance with Sanctions and Export Laws in connection with the provision or use (as applicable) of the FIS Property, including but not limited to, in the case of Client, information regarding its intended use of the FIS Property. Client shall not export, re-export, transfer, provide access to, or otherwise make available, the FIS Property to any person in any of the following countries or territories, as updated in accordance with the terms of this Section ("**Prohibited Countries**"): Afghanistan, Cuba, Iran, Democratic People's Republic of North Korea, Russian Federation, South Sudan, Syria, Crimea, the Luhansk and Donetsk regions of Ukraine and Yemen. FIS will inform Client of any changes to the Prohibited Countries by making such changes available to Client in the Trade Compliance section of the Client Portal (FIS' self-service portal made available at Client's request), and Client may subscribe to receive electronic notifications when such Trade Compliance section changes. Except where the change is required by Sanctions and Export Laws, Client may object to any such changes in writing within 30 days from such notice if Client is using, accessing or otherwise making the FIS Property available in any country that becomes a Prohibited Country. If Client objects, FIS shall consult with Client to determine whether Client's continued usage of the FIS Property in the Prohibited Country can continue. If the parties cannot reach a resolution to Client's objections within 90 days, then either party may terminate the applicable Solution(s).

16. **INSURANCE**. FIS shall maintain the following minimum insurance coverage and limits: (i) statutory workers' compensation in accordance with all federal, state, and local requirements; (ii) employer's liability insurance with limits of coverage of US$1,000,000: (a) per accident, bodily injury (including death) by accident; (b) per bodily injury (including death) by disease; and (c) per employee for bodily injury (including death) by disease as required by the jurisdiction in which services are performed under the Agreement; (iii) commercial general liability with an aggregate of US$2,000,000, and US$1,000,000 per occurrence for bodily injury, property damage and personal injury; (iv) automobile liability insurance, including FIS-owned, leased, and non-owned vehicles with a single limit of US$1,000,000; (v) property insurance, covering the hardware and other equipment used by FIS to provide services under the Agreement; (vi) professional and technology errors and omissions, including network security and privacy liability coverage, with limits of US$5,000,000 per claim and in the aggregate; (vii) umbrella (excess) liability insurance for the above-referenced commercial general liability and employer's liability coverage in the amount of US$5,000,000 per occurrence and in the aggregate; and (viii) crime insurance, with coverage extended to include property of Client

in the care, custody, or control of FIS, or for which FIS is legally liable, with limits of US$5,000,000 per claim and in the aggregate. Upon the reasonable request of Client, FIS shall furnish Client with a certificate of insurance as specified in the Agreement.

17. **MISCELLANEOUS**.

17.1 **Assignment.** The Agreement shall bind, benefit and be enforceable by and against FIS and Client and their respective permitted successors and assigns. Client shall not assign the Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without FIS' prior written consent, which shall not be unreasonably withheld; provided however that 17.117.1Client may assign the Agreement (but not any of its individual rights or obligations hereunder) to: (i) a purchaser of or successor to substantially all of Client's business (provided that such purchaser or successor's primary business operation prior to the assignment is substantially similar to that of Client); or (ii) an Affiliate of Client. For purposes of this Section 17.1 (*Assignment*), "**assign**" means any express assignment of the Agreement, any change in control of Client (or its Affiliate in the case of an assignment to that Affiliate under this Section 17.1 (*Assignment*)) and/or any assignment by merger or other assignment by operation of law.

17.2 **Entire Agreement.** The Agreement states the entire agreement and understanding between the parties and supersedes all prior representations, agreements and understandings, whether written or oral, relating to its subject matter. In entering into the Agreement, each party acknowledges and agrees that it has not relied on any representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in the Agreement.

17.3 **Third-Party Rights.** Except as otherwise set forth herein, the parties do not intend, nor shall there be, any third-party beneficiary rights, and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

17.4 **Modification and Waiver.** No modification of the Agreement shall be effective unless in writing and signed by an authorized representative of both parties. No waiver of any breach of the Agreement shall be effective unless in writing and signed by an authorized representative of the party waiving such breach. No waiver of any breach of the Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of the Agreement.

17.5 **Electronic Execution.** The FTCs and Orders under it may be executed and delivered by electronic means. Electronic signatures will be deemed original signatures for all purposes and will legally bind the parties to the same extent as an original signature.

17.6 **Survival.** Termination of the Agreement, the Order or a Solution shall not impact any right or obligation arising prior to termination, and in any event, Sections 2 (*Fees*), 6 (*Intellectual Property*), 7 (*Confidentiality*), 12 (*Excluded Actions*), 13 (*Disclaimer*), 14 (*Limitation of Liability*), and 17 (*Miscellaneous*) of the FTCs shall survive termination of the Agreement.

17.7 **Interpretation.** A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. As used in the Agreement, the word "including" means including but not limited to. Section headings are for convenience of reference only and shall not affect the interpretation of the Agreement.

17.8 **Notices.** All notices given in connection with the Agreement must be in writing, delivered via overnight or signed for delivery, and identify the Order by date, parties and Solution provided thereunder. Notices shall be delivered to the address stated in the Agreement. When giving notice to FIS, Client shall also send a copy (which shall not constitute notice) to the Chief Legal Officer at LegalNotice@fisglobal.com.

17.9 **Independent Contractor.** FIS is an independent contractor. Neither FIS nor any of its representatives are an employee, partner or joint venturer of Client. The Solution may be provided by FIS or its Affiliates or their respective contractors, agents, or subcontractors. FIS shall remain solely responsible for the work performed by its Affiliates and its, or its Affiliates', contractors, agents, or subcontractors. Accordingly, Client shall have no direct recourse, and shall assert no claim, against any FIS Affiliate or any contractor, agent, or subcontractor of FIS or FIS' Affiliates. "**Affiliate**" means, with respect to a party, any entity which directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with, such party. Nothing herein shall be deemed to make FIS employees, contractors, agents, or subcontractors employees of Client, and such employees, contractors, agents, or subcontractors of FIS shall not be subject to background screening by Client or required to sign agreements directly with Client.

17.10 **Force Majeure.** Except for Client's payment obligations, neither party shall be liable for any loss, damage or failure due to causes beyond its control, including riots, earthquakes, epidemics, terrorist actions, criminal acts by unrelated third parties, wars, fires, floods, weather, power failure, general telecommunications outage, acts of any military, civil or regulatory authority, or acts of God ("**Force Majeure Event**"). This provision does not relieve FIS from its obligations to maintain a Global Business Resilience Program as referenced in Section 3.3 (*Business Resilience*) (including maintaining and testing disaster recovery plans).

17.11 **Governing Law and Jurisdiction.** The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement or its subject matter. If Client's address on the Order is in the Americas or the Caribbean, then only Section 17.11.1 (*Americas, Caribbean*) below applies. If Client's address on the Order is in the European Economic Area, United Kingdom or Switzerland then only Section 17.11.2 (*European Economic Area, United Kingdom and Switzerland*) below applies. If Client's address on the Order is outside of the Americas, the Caribbean, the European Economic Area, United Kingdom or Switzerland then only Section 17.11.3 (*Other Client Locations*) below applies.

17.11.1 **Americas, Caribbean**. The Agreement and any dispute, difference, controversy or claim arising, directly or indirectly, out of, relating to, or otherwise in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) is governed by and shall be construed, resolved, and enforced in accordance with the Laws of the State of New York without regard to that state's choice-of-law provisions or principles. Except as otherwise provided in this Section 17.11.1 (*Americas, Caribbean*), each party irrevocably agrees that any such dispute, difference, controversy or claim shall be settled exclusively by binding arbitration before a single arbitrator in the City of Jacksonville, Florida, (or such other location as may be agreed by the arbitrator and the parties) in accordance with the Commercial Arbitration Rules (including, Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association. Judgment on any resulting award may be entered in any court having jurisdiction thereof. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Agreement and shall not have the power to award damages other than those described in the Agreement. Except as may be required by Laws, or if necessary to obtain a judgment on the award, neither a party nor an arbitrator may disclose the existence, content, or outcome of any arbitration hereunder without the prior written consent of all parties. Each party agrees that a breach of any of the confidentiality, non-use and intellectual property obligations of the Agreement and/or any infringement, ownership, and enforceability of any intellectual property right may result in irreparable injury for which there is no adequate remedy at law, and that in the event of such breach or threat thereof, each party shall be entitled to seek injunctive relief in the Florida state courts located in the City of Jacksonville, Florida, Duval County, or the United States District Court for the Middle District of Florida, sitting in the City of Jacksonville, Florida (collectively, the "**Florida Courts**"). Each party irrevocably: (i) agrees that the Florida Courts shall have exclusive jurisdiction to adjudicate any of the foregoing claims for injunctive relief, and consents to submit itself to the personal jurisdiction of the Florida Courts; (ii) agrees that the Florida Courts shall be the proper venue therefor; (iii) waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought; and (iv) waives the right to trial by jury in any such action or proceeding.

17.11.2 **European Economic Area, United Kingdom and Switzerland**. The Agreement and any dispute, difference, controversy or claim arising, directly or indirectly, out of, relating to, or otherwise in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) is governed by, and shall be construed and enforced in accordance with, the Laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, difference, controversy or claim arising, directly or indirectly, out of or in connection with the Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims). The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

17.11.3 **Other Client Locations**. The Agreement and any dispute, difference, controversy or claim arising, directly or indirectly, out of, relating to, or otherwise in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) is governed by, and shall be construed and enforced in accordance with, the Laws of England and Wales. Each party irrevocably agrees that any dispute, difference, controversy or claim arising, directly or indirectly, out of, relating to, or otherwise in connection with the Agreement, or the breach, termination or validity thereof (including non-contractual disputes, differences, controversies or claims), shall be referred to and finally resolved by the International Court of Arbitration of the International Chamber of Commerce under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") for the time being in force, which rules are deemed to be incorporated by reference in this Section 17.11.3 (*Other Client Locations*). The seat of the arbitration shall be: (i) London if Client is headquartered in Europe (excluding European Economic Area, United Kingdom and Switzerland), Middle East or Africa; and (ii) Singapore if Client is headquartered in Asia Pacific (including India), and, unless the tribunal decides otherwise, the venue for hearings in the arbitration will also be respectively in London or Singapore). There shall be one arbitrator. The arbitrator shall be appointed in accordance with the rules of the ICC. The arbitration proceedings shall be conducted in English and all documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by a certified English translation. The decision of the arbitrator shall be final and binding upon both parties and shall be enforceable in any court of law. Each of the parties waives irrevocably its right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. Notwithstanding anything to the contrary in the Agreement, either party may at any time seek an interim injunction or other interlocutory relief in a court of competent jurisdiction to protect any urgent interest of such party, including, but not limited to, the confidentiality provisions of the Agreement. The Laws governing the arbitration agreement contained in this Section 17.11.3 shall be the Laws of England and Wales. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

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