

If FIS and Provider (as defined below) have executed a written agreement which expressly relates to the Purchase Order, such terms and conditions shall apply to the Purchase Order. Otherwise, the following terms and conditions (“Purchase Order Terms”) shall govern the Purchase Order and shall be deemed incorporated to it, and in the event of any conflict between the Purchase Order and these Purchase Order Terms, the latter shall prevail.

## DEFINITIONS

“**Affiliate**” is, with respect to a party, an entity which, directly or indirectly, is controlled by or is under common control with that party, where “control” of the party or other entity is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the party or other entity, whether through record or beneficial ownership of voting securities, by contract or otherwise.

“**Client**” is any current or prospective client or other customer of FIS or an FIS Affiliate.

“**Contractor**”, with respect to a party, is any individual (other than the party or an employee of the party), corporation or other entity providing services to or on behalf of the party, including any direct or indirect independent contractor to the party.

“**FIS**” is, unless otherwise specified on the Purchase Order for Purchase Orders outside the United States, **FIDELITY INFORMATION SERVICES, LLC**, an Arkansas limited liability company located at 601 Riverside Avenue, Jacksonville, Florida 32204 (“**FIS**”). Purchase Orders outside the United States may specify an Affiliate of Fidelity Information Services, LLC, in which “FIS” shall refer to such specified Affiliate.

“**Law**” is applicable laws collectively, including statutes, codes, rules, regulations, ordinances and orders of governmental authorities.

“**Products**” are the materials, goods, and anything else, including Services, to be sold or to be provided by Provider as specified in the Purchase Order and/or any part thereof.

“**Provider**” is any person or company or other entity providing Products and/or Services to FIS under the Purchase Order.

“**Provider Personnel**” are individuals who are assigned to perform a Service, including employees of Provider or its Affiliates, employees of any Contractor to Provider, and if Provider is an individual, Provider or any Contractor to Provider.

“**Purchase Order**” means the document in a form provided by FIS (which may be electronic or otherwise incorporated into a purchasing system) which describes the Products to be provided by Provider to FIS and the fees, payment terms, delivery specification and other similar provisions applicable thereto.

“**Services**” are services of any kind and in any form provided under the Purchase Order, including data processing, software hosting, software as a service, a knowledge or information service, provision of work or workers on an outsourced basis, production management, consulting, customization or other custom development, facility management, maintenance, training and support.

“**Term**” is the time period during which the Purchase Order is effective.

## PART 1. PURCHASE AND SALE, TERM, PACKING, DELIVERY, INSPECTION, ACCEPTANCE.

- a. PURCHASE AND SALE. Provider agrees to provide, and FIS agrees to purchase the Products set forth on the Purchase Order in accordance with the terms of the Purchase Order and the provisions herein. The Products are provided for the benefit of FIS and its Affiliates globally.
- b. TERM. The Purchase Order may set forth a time period during which the Purchase Order is effective. If no such

time period is specified, then the Purchase Order become effective on execution and shall expire upon the full performance of both parties.

c. EXPIRATION AND RENEWAL.

- (1) If the Term is set forth on the Purchase Order, Provider will notify FIS of each date the Term will expire, within no more than one hundred eighty (180) days nor less than ninety (90) days before that date.
- (2) If the Purchase Order provides for automatic renewal or extension of the Term or for automatic renewal or extension of any Products, lease or license, or if the Purchase Order provides for renewal or extension at the option of FIS, Provider will notify FIS of the date by which FIS must give any prior written notice required to prevent or elect renewal, as the case may be, within no more than ninety (90) days nor less than forty-five (45) days before that date. Provider will include in any such notification the requirements for a timely notice by FIS.
- (3) During the period following any notification by Provider under paragraph (1) or (2) above, Provider and FIS will mutually discuss the basis upon which they may wish to renew or extend the Term, Products, lease or license, as applicable. However, FIS's right to prevent automatic renewal or extension or elect a renewal or extension, as the case may be, will be unconditional, subject only to FIS giving timely notice of nonrenewal or renewal.

d. TERMINATION. FIS may terminate the Purchase Order, or any Products, lease or license thereunder, without penalty, (i) at any time upon giving Provider no less than sixty (60) days prior written notice of its intent to do so or (ii) in the event of a Change in Control of Provider, immediately upon written notice to Provider. In the event of any termination by FIS pursuant to this Section d, FIS will be obligated to pay for the Products properly delivered and accepted and the Services successfully completed by Provider through the effective date of such termination. A "Change in Control" of Provider is any event or series of events by which (i) any person, entity or group of persons or entities acquires control of Provider, where "control" is possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Provider, whether through record or beneficial ownership of voting securities, by contract or otherwise, or (ii) if Provider is a corporation, limited liability company or other entity having a board of directors or other group of individuals having similar functions, during any period of twelve (12) consecutive months commencing before or after the date hereof, individuals who at the beginning of such twelve-month period were members of Provider's board of directors or other such group cease for any reason to constitute a majority of the members.

e. PACKING AND DELIVERY. Unless stated otherwise, for Products which are not Services and not delivered electronically, Provider will pack all Products in a manner that is: (i) in keeping with good commercial practices, (ii) acceptable to common carriers for shipment at the lowest rate for the particular Products, (iii) in accordance with I.C.C. regulations and (iv) adequate to ensure safe arrival of the Products at the specified destination. Provider will mark all containers with the applicable lifting, handling and shipping information that includes Purchase order numbers, Provider's part number, manufacturer's part number, part serial numbers, the number of cartons, and any other unique markings that may be required by the FIS from time to time. Unless otherwise specified on the Purchase Order, The Products ordered hereunder will be delivered F.O.B. FIS's "Ship To" location. Title and risk of loss or damage to all Products will pass to FIS upon FIS's actual receipt of the Products at the specified place of delivery. Provider will also bear the risk of loss as to any Products rejected by FIS, except that FIS will be responsible for any damage to rejected or unaccepted Products caused by the willful misconduct of its employees acting within the scope of their employment.

f. INSPECTION AND ACCEPTANCE. For Products which are not Services, the following shall apply: At FIS's request, Provider shall ensure that FIS, or any third party appointed by FIS, has the opportunity to inspect and/or test (or witness any testing of) the Products at any time prior to or within a reasonable time following delivery, and Provider shall furnish all reasonable assistance. For Products which are Services, the following shall apply: FIS may test the Services within a reasonable period following delivery to ensure they conform to the agreed specifications, and Provider shall furnish all reasonable assistance.

Such inspection or testing, including the witnessing thereof, shall not relieve Provider from any of its responsibilities and liabilities under the Purchase Order. If a Product is defective (which in the case of the Services, means they fail to conform to the agreed specifications), or does not conform to the requirements of the Purchase Order, FIS will have the right to reject it, to require its correction or reperformance, or to accept it

with an adjustment in price. Any Products that have been rejected or require correction/reperformance must be replaced or corrected by and at the sole expense of the Provider promptly after notice. Should Provider fail to promptly replace or correct or reperform any defective item, FIS may (i) replace or correct or reperform such item and charge to Provider the cost occasioned thereby, (ii) without further notice, cancel the Purchase Order for default and receive a full refund of the price paid, or (iii) require a corresponding reduction in price.

## PART 2. SAFETY AND SECURITY.

- a. SAFETY AND SECURITY ON PREMISES. Provider Personnel must comply with all FIS postings and notices regarding safety and security when on the premises of FIS, and with the postings and notices of Clients or their customers when on their premises. Provider Personnel must not carry weapons or ammunition onto the premises of FIS, Clients or their customers and must not use or carry weapons or ammunition while attending FIS-sponsored events.
- b. ACCESS PRIVILEGES AND RESTRICTIONS. In the event Provider Personnel will receive access credentials for FIS's facilities, applications, systems or servers, those of its Affiliates or those of any Clients or any of their customers, the following provisions will also apply:
  - (1) Provider will require all Provider Personnel that will be issued access credentials to submit to FIS's then current access requirements.
  - (2) Provider will promptly, but in any event within twenty-four (24) hours, (i) confiscate each such access credential from Provider Personnel when the Provider Personnel's need to have such access in order for the Products to be provided is discontinued and (ii) notify FIS of any change in the status (including any such suspension, termination or discontinuation) of Provider Personnel for whom such a device or access credential has been requested or to whom such a device or access credential \ has been provided.
  - (3) Provider will not request that such an access credential be provided, or provide such an access credential, to any individual who will not be directly engaged by or at the request of FIS to provide the Products.
  - (4) FIS reserves the right to deny any access credential request or terminate any access credential that has been provided. Provider will notify FIS within twenty-four (24) hours of any changes to the Provider Personnel for whom such an access credential has been requested or to whom such an access credential has been provided.
  - (5) Provider will not permit any such access credential to be used by more than one individual.
- c. INFORMATION SECURITY AND INTERNAL CONTROLS. In the event Provider (i) stores any data of FIS, its Clients or their customers, otherwise has any such data in its possession or control, (ii) has access to any such data from outside the premises of FIS, its Clients or their customers, or (iii) has access to any networks of FIS, its Clients or their customers, the following provisions will apply to Provider. In the event a Provider Affiliate or Contractor to Provider does so, Provider will ensure by contract and otherwise that the following provisions apply correspondingly to the Provider Affiliate or Contractor for the benefit of FIS.
  - (1) Provider will be responsible for establishing and maintaining an information security program to (i) ensure the security and confidentiality of such data, (ii) protect against any anticipated threats or hazards to the security or integrity of such data, and (iii) protect against unauthorized access to or use of such data that could result in substantial harm or inconvenience to FIS, its Clients or their customers. Such information security program shall include ongoing security awareness training for all Provider personnel providing Products hereunder and shall be at least as stringent as the requirements of ISO 27001/27002. Provider shall designate an individual to be responsible for the information security program. Such individual shall respond to FIS inquiries regarding computer security and to be responsible for notifying FIS-designated contact(s) if a breach or an incident occurs, as further described herein.
  - (2) Provider will maintain security for its own systems, servers, and communications links as necessary to protect such data and networks. Provider's security controls must include (i) anti-virus/malware devices, (ii) DMZ subnet and firewall controls, (iii) IDS/IPS controls, (iv) patch management controls, (v) physical security controls, and (v) change management controls.

- (3) Provider will contract with an appropriately qualified third party information security assurance vendor to perform, on a semi-annual basis, an information security assessment that includes intrusion testing. Provider will forward results of these tests to FIS within ten (10) business days following the Provider's receipt from the security assurance vendor. If, after reviewing such test results, FIS believes that additional testing is warranted, Provider will discuss such additional testing with FIS in good faith.
- (4) Provider will notify FIS of any and all breaches to Provider's information security as soon as practicable but in no event longer than one (1) business day after the discovery of any such breach, and will work with FIS management to identify the root cause of the incident and the potential impact to FIS, its Clients or their customers, as reasonably requested by FIS.
- (5) Unless a more stringent standard applies, with regard to personal or financial information regarding FIS' (or its Clients' or Clients' customers') former, current or prospective clients, customers, directors, shareholders or employees ("Sensitive Data"): (a) Provider shall not transmit any such Sensitive Data unencrypted over the internet or a wireless network, and shall not store any Sensitive Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software approved by FIS; (b) all backup and archival media containing Sensitive Data must be encrypted and contained in secure, environmentally-controlled storage areas owned, operated, or contracted for by Provider; and (c) destruction of any Sensitive Data must be by shredding in a secured area for Sensitive Data on paper, or for electronic storage, by wiping or degaussing for physical destruction or disposal, in a manner meeting forensic industry standards such as the NIST SP800-88 Guidelines for Media Sanitization.
- (6) Not more frequently than once each quarter during the Term, and thereafter for so long as Provider continues to provide the Service, Provider will conduct, or have a third party conduct, vulnerability scans and penetration tests of those components of Provider's environment required to support the Products and will promptly, and in any event not less than ten (10) business days following receipt from such third party, provide to FIS the results of any such scans and tests. In addition, Provider will allow FIS or one of FIS's approved third-party security assurance vendors to perform periodic vulnerability scans and penetration tests of those components of Provider's environment, if any, required to support any Product. FIS agrees to share the results of any scan or test it performs in Provider's environment to assist Provider in correcting any information security vulnerabilities identified. Provider will correct any information security vulnerability identified in FIS's or Provider's own scans and penetration tests within the applicable time periods below, based on the severity level of the vulnerability, and provide FIS a new scan report upon remediation:
  - (a) High (CVSS great than 7) severity vulnerabilities will be corrected within thirty (30) business days;
  - (b) Medium to Low (CVSS less than 7) severity vulnerabilities will be corrected within ninety (90) business days;

Provider will be considered to have access to such data in the event that a communications link (defined as a pre-established communications path from the customer premises, through a carrier network, to a network of FIS, its Clients or their customers) exists between any of Provider's systems or servers and any systems or servers on which such data is stored.

- (7) PCI DATA SECURITY STANDARD. If and to the extent Provider or any Product is subject to the Payment Card Industry Data Security Standard requirements (as amended from time to time) ("PCI DSS"), Provider will comply with said requirements. In addition if and to the extent Provider or any Product is subject to PCI DSS requirements:
  - (a) Provider will submit their Report of Compliance ("ROC") within ten (10) days of the execution of this Supplement and will have a ROC prepared, and provide to FIS such updated ROC, annually thereafter;
  - (b) Provider will publish to Visa' Global Service Provider registry and maintain 'Green Status' in such registry throughout the duration of the Purchase Order; and
  - (c) if Provider fails to maintain 'Green Status' in the Visa Global Service Provider registry, the following provisions shall apply:
    1. If Provider in in 'Yellow Status' in the Visa Global Service Provider registry, Provider will provide the Products free of charge until Provider obtains 'Green Status'; and

2. If Provider is in 'Red Status' or is not listed in the Visa Global Service Provider registry: (i) Provider will provide the Products free of charge until Provider obtains 'Green Status' or the Purchase Order terminates, (ii) Provider will refund to FIS the six (6) then most recent months of fees paid by FIS under the Purchase Order (excluding any period in which Provider was providing the Products free of charge due to Provider being in 'Yellow Status' or 'Red Status' pursuant to this provision); and (iii) FIS may, in addition to any other remedies FIS may have, terminate the Purchase Order with no financial obligation to Provider arising from such termination.
- d. **BACKGROUND CHECKS.** Subject to mandatory restrictions imposed by applicable Laws, Provider shall perform background checks on all Provider Personnel including temporary personnel who will be performing any Services under the Purchase Order. Background checks will consist of, subject to mandatory restrictions imposed by applicable Laws, screened checks for educational history, employment history verification for the past ten (10) years (or such shorter period permitted by Law), credit reference, criminal checks, and a financial/regulatory check including a check of U.S. Government Specially Designated National (OFAC) and export denial lists. Provider will comply with all applicable Laws related to the background check, including required notices and applicable consents. In addition, Provider will require the individual to report any criminal convictions. Provider will not assign anyone to perform Services for FIS who has not authorized or otherwise been subject to a background investigation, or whose background investigation has revealed a negative result. Specifically, in the United States, any individual who has tested positive for drugs or whose background check findings do not meet the standards established by Provider in accordance with all applicable Laws, including if there is a conviction or referral to a pretrial diversion program for a crime that is related to his or her duties shall not be assigned to the provision of the Products. Provider acknowledges that under applicable banking Laws, an individual may not participate, directly or indirectly, in any manner in the conduct of the affairs of any insured depository institution without regulatory consent if he or she has a conviction, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution, of a crime involving dishonesty, breach of trust or money laundering, including any crime concerning the illegal manufacture, sale, distribution of or trafficking in controlled substances, unless the crime meets certain criteria for treating the crime as de minimis. The background check must be completed before assignment of an individual and periodically thereafter. Further, if requested by FIS for any reason, Provider shall immediately remove a Provider Personnel from the provision of the Products.

### PART 3. SAFEGUARDING OF INFORMATION.

- a. **PROTECTION OF FIS CONFIDENTIAL INFORMATION.** Provider must protect all FIS Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no event will Provider use less than a reasonable standard of care to protect any FIS Confidential Information.
- (1) Provider will (i) restrict the use and disclosure of FIS Confidential Information to Provider Personnel and do so solely on a "need to know" basis in connection with Provider's obligations to provide the Products, (ii) ensure Provider Personnel who receive or have access to FIS Confidential Information are bound by confidentiality obligations at least as restrictive and as protective of the FIS Confidential Information as the provisions of this PART 3, (iii) establish procedural, physical and electronic safeguards, designed to prevent the compromise or unauthorized disclosure of FIS Confidential Information and to achieve the objectives of the Guidelines (if applicable), (iv) not use or disclose any FIS Confidential Information except in accordance with the Purchase Order, (v) promptly investigate any security breach to determine whether such incident has resulted or is likely to result in misuse or unauthorized possession or disclosure of FIS Confidential Information; and (vi) promptly notify FIS of any Breach discovered by Provider.
  - (2) In providing any notice of a Breach, Provider will (i) provide notice to one or more FIS managers generally responsible for security matters relating to the FIS Confidential Information affected by the Breach, within twenty-four (24) hours of discovering the Breach, and (ii) keep FIS informed as to the actual and anticipated effects of the Breach and the corrective actions taken or to be taken in response to the Breach. In addition, if the Breach results or is likely to result in misuse of Personal Data, NPI, PHI or payment card data, Provider will (A) notify FIS as soon as possible and reasonably cooperate with FIS in its efforts to notify affected Clients and their customers and to mitigate the actual or potential harm resulting from the Breach and (B) reimburse FIS for its reasonable costs in notifying Clients or their customers of the Breach and making



- available to them any credit monitoring services and for any other costs FIS reasonably incurs with respect to the Breach.
- (3) FIS Confidential Information will remain the property of FIS, its Affiliate or other party from or through whom it was provided.
  - (4) Except for Personal Data, NPI, PHI, other information protected by the Privacy Regulations, or any payment card data,
    - (a) the parties' respective confidentiality obligations under the Purchase Order do not apply to any information that: (i) was previously known by the party; (ii) is a matter of public knowledge; (iii) was or is independently developed by the party; (iv) is released for disclosure with written consent of the party; or (v) is received from a third party to whom it was disclosed without restriction.
    - (b) each party may disclose information notwithstanding its confidentiality obligations under the Purchase Order to the extent required (i) by Law, (ii) in connection with the tax treatment or tax structure of the Purchase Order; or (iii) in response to a valid order of a court or other governmental body, provided that the party provides the other party with written notice and the other party is afforded a reasonable opportunity to obtain a protective order with respect to the disclosure.
  - (5) At the end of the Term, or upon the prior termination of the Purchase Order, Provider will destroy all FIS Confidential Information in a manner designed to preserve its confidentiality, or, at FIS's written request and expense, return it to FIS.
  - (6) FIS will have and retain all right, title and interest in all FIS Confidential Information, whether possessed by FIS prior to, or acquired or refined by FIS (either independently or in concert with Provider) during, the Term of the Purchase Order.
  - (7) If Provider and FIS are both located in the United States, Provider will not, without the prior written consent of FIS, (i) provide the Services or access, store or process any FIS Confidential Information outside the United States, or (ii) export any FIS Confidential Information to anywhere outside the United States. These provisions apply without regard to where the Services are provided or FIS Confidential Information is accessed, stored or processed.
  - (8) If the Products include or contemplate the processing of any European Union Personal Data, Provider agrees that it will perform such processing solely inside the European Economic Area and shall not process any such data outside of the European Economic Area without the express, specific, prior written consent of FIS. Provider further acknowledges that additional contractual provisions may be required in such case.
- b. **CONSUMER INFORMATION AND PRIVACY.** If, in connection with the Purchase Order, Provider receives, stores or accesses any Personal Data, NPI, PHI or other information or materials that are subject to the Privacy Regulations and Guidelines, Provider will comply with the applicable requirements of the Privacy Regulations and Guidelines. Provider acknowledges that the Guidelines include provisions regarding the safeguarding of consumer information, response programs and notice in the event of unauthorized access to consumer information, that FIS provides information processing services to Clients subject to the Guidelines, and that FIS may be required to notify Clients, their customers or other third parties of security incidents that result, or are likely to result, in misuse or unauthorized possession or disclosure of Personal Data, NPI, PHI, payment card data or other Confidential Information. Without limiting the foregoing, Provider will (i) ensure the security and confidentiality of such information or materials, (ii) protect against any anticipated threats or hazards to the security or integrity of such records, (iii) detect unauthorized access to or use of such records or information, and (iv) protect against unauthorized access to or use of such records or information that would result in harm or inconvenience to any Client or any customer of a Client.
- c. **SPECIFIC PRECAUTIONS.** Provider represents and warrants that it has and will maintain in place commercially reasonable precautions to safeguard the confidentiality, security and integrity of FIS Confidential Information in a manner designed to meet the requirements of this PART 3. These precautions will include but will not be limited to (i) contractual restrictions on access to the information by Contractors and Provider's other vendors, (ii) intrusion detection systems on all information systems of FIS maintained or controlled by Provider, and (iii) notification procedures for notifying FIS promptly in the event a security breach is detected or suspected, as well as other response programs when there is a suspected or detected Breach involving Personal Data, NPI, PHI or

payment card data. These precautions will also include, as appropriate, (A) access controls to FIS information systems, including controls to identify and permit access only to authorized individuals and controls to prevent access to FIS Confidential Information through improper means, (B) Provider Personnel controls and training, (C) physical access restrictions at locations where FIS Confidential Information is located, (D) encryption of electronic FIS Confidential Information when appropriate or legally required, and (E) a disaster recovery plan as appropriate to protect against loss or damage to FIS Confidential Information due to potential hazards such as fire or water damage or technological failures. Provider will (1) monitor the foregoing measures with periodic audits or testing and (2) provide copies of the same sufficient to assure FIS or its regulatory authorities that Provider is implementing these precautions, and (3) notify FIS immediately in the event there is any suspected or actual unauthorized access, use, disclosure or alteration to FIS Confidential Information. Provider will indemnify FIS from, defend FIS against, and pay any final judgments awarded against FIS, resulting from any claim brought by a third party, including but not limited to a customer of FIS, against FIS based on any breach of such privacy Laws, rules or regulations by Provider, including Provider Personnel.

In addition to the foregoing, if Provider processes or otherwise has access to any Personal Data or personal information on FIS's behalf, including FIS's staff Personal Data, in relation to the Purchase Order or when performing Provider's obligations under the Purchase Order, Provider shall only process such data or information on FIS's behalf and not for any other purposes, and Provider shall process such data and information only in accordance with instructions given by FIS from time to time in accordance with the Purchase Order; likewise, Provider shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the Personal Data and personal information or its accidental loss, destruction or damage, in accordance with the Purchase Order. For clarity, the mentioned Personal Data shall be treated as FIS Confidential Information hereunder.

d. CONTROLLED PERSONAL DATA NOTICE. FIS has a Controlled Personal Data Notice which is available for review at <http://www.fisglobal.com/Privacy>.

e. ADDITIONAL DEFINITIONS.

- (1) A "Breach" is an actual or attempted unauthorized (i) access to or (ii) use, possession or release of FIS Confidential Information.
- (2) "Personal Data" means any data that identifies an individual or relating to an identifiable individual; for the purposes of this definition, and identifiable individual is one who can be identified, directly or indirectly, in particular by reference to an identification number or one or more factors specific to his/her identity (physical, economic, social identity, etc.).
- (3) "FIS Confidential Information" is information disclosed in any form in connection with the Purchase Order to Provider, or to a Provider Affiliate, any Provider Personnel, or a Contractor to Provider, by FIS, an FIS Affiliate or a Client, or by a customer of a Client, regardless of the manner of disclosure (including disclosure by giving access), that either:
  - (a) constitutes or contains Personal Data, NPI, PHI, or payment card data, or FIS's employee records (including any FIS employee's name, address, phone number, salary, taxpayer or government identification number, date of birth, health records, bank account information or labor party), or
  - (b) constitutes or contains (i) FIS's business strategy and direction, (ii) FIS's operating or marketing plans, (iii) memos or other documents or communications pertaining to pending FIS litigation or contracts (including the Purchase Order), (iv) any information disclosed by FIS that is designated as "confidential" at or prior to disclosure, (v) other FIS data or information which is not generally known, including business information, specifications, research, software, trade secrets, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, marketing plans, budget figures, and other financial and business information, or (vi) information of the kind described by any of the foregoing categories that is of or disclosed by a Client, an FIS Affiliate, or a customer of a Client.
- (4) The "Guidelines" are the standards and guidelines established pursuant to (i) the Gramm-Leach-Bliley Act of 1999 or a state law equivalent, relating to the protection of nonpublic personal information provided to financial institutions ("NPI"), (ii) the Health Insurance Portability and Accountability Act of 1996 or a state law equivalent, relating to the protection of protected health information ("PHI"), (iii) EU Data Protection Directive and General Data Protection Regulation, (iv) other relevant privacy Laws, or (v) PCI DSS, relating to

cardholder data (“payment card data”).

- (5) The “Privacy Regulations” are the standards, guidelines and other regulations established by various federal or state regulatory agencies to protect the privacy and security of customer or patient information held by financial institutions, medical service providers and other entities including but not limited to the Guidelines.

#### PART 4. AFFILIATES, USE, TRANSFER OF PURCHASE ORDER.

- a. **PURCHASING BY AND TRANSFER TO FIS AFFILIATES.** By way of additional Purchase Orders, any FIS Affiliate may purchase, license or otherwise acquire rights in Products to the same extent as FIS has the right to do so, so long as it continues to be an FIS Affiliate, as if such Affiliate were FIS hereunder. Each FIS Affiliate is an intended third party beneficiary hereof and is entitled to rely upon and exercise all rights, representations and warranties made by Provider hereunder to the same extent as if such FIS Affiliate were FIS hereunder. Additionally, FIS or any FIS Affiliate may transfer some or all its rights and obligations under the Purchase Order to any other FIS Affiliate at any time.
- b. **RIGHTS ACQUIRED.** Provider grants to FIS all rights and licenses necessary for the FIS and its Affiliates to use, transfer, pass-through and sell the Product and to otherwise exercise the rights granted under the Purchase Order with respect to the Product. Notwithstanding any restrictions on transfer of a Product or its associated rights, and notwithstanding acquisition of less than full ownership of any Product by FIS or an FIS Affiliate, the party (FIS or an FIS Affiliate) purchasing, licensing or otherwise acquiring rights in a Product under the Purchase Order may (A) freely transfer the Product to any FIS Affiliate or to FIS (if an FIS Affiliate is the transferor), together with its associated rights, and (B) allow any FIS Affiliate or FIS (if an FIS Affiliate is the transferor) to exercise any rights which the transferor may exercise under the Purchase Order with respect to the Product.
- c. **CONTINUED EFFECTIVENESS OF ORDERS AND PRODUCT RIGHTS.** Expiration of the Term or termination of the Purchase Order for any reason will not terminate any order or agreement that becomes effective under the Purchase Order or the rights acquired by FIS with respect to any Product, including any rights to use the Product and perform other activities in support of such use.

#### PART 5. PRICING, PAYMENT TERMS, RECORDS.

- a. **PRICING, PAYMENT TERMS.** Unless otherwise specified, the prices for the Products shown on the Purchase Order are the total amounts owed by FIS for the Products. Unless otherwise specified, the prices include, without limitation, all shipping, packing, handling and in-transit insurance charges. Provider will not invoice FIS for any Products or associated expenses prior to (i) completion or acceptance, as applicable, of the requisite delivery or other performance, or (ii) in the case of Services provided on a time and materials basis, the end of the month or other agreed upon time period for which the fees are being charged. FIS may withhold payment of any amount disputed in good faith pending resolution of such dispute. If FIS pays an invoice within fifteen (15) days after receipt of the invoice from Provider, a three percent (3%) discount will apply to the total amount of the invoice; otherwise FIS shall pay an invoice within forty five (45) days after the receipt of the invoice from Provider. Notwithstanding anything to the contrary in any contract, invoice, document or form issued by Provider, whether signed or otherwise accepted by FIS, FIS will not be obligated to pay interest on late payments, late payment fees or penalties of any kind whatsoever. Provider shall submit all invoices in electronic format through FIS’s online invoicing system, as such system may be identified by FIS from time to time.
- b. **BILLING RECORDS.** Provider will create and maintain complete, accurate and up-to-date records and supporting documentation for all invoices and other transactions under the Purchase Order for at least three (3) years following the date of final payment, such records to be maintained in accordance with generally accepted accounting principles and sound business practices. Upon five (5) business days’ prior written notice, FIS may verify Provider’s compliance with this PART 5. Such verification will be conducted in a manner that minimizes disruption to Provider’s business. FIS may use an independent auditor to assist with such verification, provided that FIS has a written confidentiality agreement in place with such independent auditor. Provider will provide to FIS and its auditors accurate electronic and written records, system tool outputs, and other requested system information sufficient to provide verification that Provider’s billing invoices are accurate and in compliance with the Purchase Order. FIS will notify Provider in writing if any such verification indicates that Provider is not in compliance with the Purchase Order, and Provider will promptly reimburse FIS for any overpayments made by FIS under the Purchase Order.
- c. **PRICE INCREASES.** During the Term, Provider will not increase the prices applicable to any Products, except



as explicitly set forth in the Purchase Order.

- d. TAXES. Unless otherwise specified, the prices shown on the Purchase Order do not include all applicable federal, state, and local taxes. All such taxes shall be stated separately on Provider's invoice. If applicable, Provider shall invoice FIS certain indirect taxes imposed by any governmental authority such as sales, use, excise, value added, retailers, occupation and service occupation taxes for the purchase of the products or service which Provider is required by law to collect from FIS, excluding taxes based upon Provider net income, payroll, franchise, or related bases. Provider shall be responsible for all taxes, fees and duties assessed against Provider in connection with the Purchase Order by national or local authorities having jurisdiction over Provider, including at its place of business and at the place of execution and/or performance of the Purchase Order.

#### PART 6. INDEMNIFICATION.

- a. INDEMNITY. Provider will indemnify, hold harmless and defend at its own expense FIS, its Affiliates and contractors, and Clients, and their respective officers, directors and employees, against any action or litigation brought against it by any third party for (i) any claim of infringement of any trademark, patent, copyright or other intellectual property right (including misappropriation of trade secrets) based upon, related to, or arising out of any Products, (ii) any claim of negligence, gross negligence, willful misconduct or failure to comply with applicable Law, rules and regulations by Provider, any Provider Personnel, any Contractor or any Provider Affiliate, in connection with performance under the Purchase Order, or (iii) any claim arising from breach of any obligation under PART 2 (SAFETY AND SECURITY) or PART 3 (SAFEGUARDING OF INFORMATION). Provider's indemnification obligations under this Section will include any and all liabilities, losses, costs, damages, and expenses (including court costs and reasonable attorneys' fees) associated with each Claim. No limitation or exclusion of liability or remedies will be effective with respect to any indemnification or hold harmless obligation of Provider under the Purchase Order.
- b. REMEDIAL MEASURES. If an order, judgment or settlement is obtained or reasonably anticipated against FIS's use of any Product on the basis of any Claim, Provider will at its sole cost and expense promptly eliminate the infringement by (i) acquiring a license or licenses on FIS's behalf to provide the necessary rights to FIS, (ii) modifying the Product without impairing its functionality, or (iii) to the extent Provider is unable, exercising its best efforts, to successfully eliminate the infringement by either of the foregoing courses of action, notwithstanding Provider's best efforts, providing FIS with a non-infringing substitute for the Product that provides FIS with the same functionality as the Product.
- c. CONDITIONS ON OBLIGATION. The indemnification obligations of an Indemnifying Party with respect to a Claim are contingent upon: (i) the Indemnified Party, or FIS or Provider (as the case may be) on behalf of the Indemnified Party, promptly notifying the Indemnifying Party in writing of the Claim; (ii) the Indemnifying Party having sole control over the defense and settlement of the Claim; (iii) the Indemnified Party reasonably cooperating with the Indemnifying Party during defense and settlement efforts with respect to the Claim; and (iv) the Indemnified Party not making any admission, concession, consent judgment, default judgment or settlement of the Claim or any part thereof without the prior written consent of the Indemnifying Party, which the Indemnifying Party will not delay or withhold unreasonably.
- d. ADDITIONAL DEFINITIONS.
- (1) A "Claim" is any action, litigation, or claim for which a party is subject to an indemnification obligation hereunder.
- (2) An "Indemnified Party" is a party that is entitled to be indemnified hereunder.
- (3) The "Indemnifying Party" is the party that is subject to an indemnification obligation hereunder.

PART 7. NO PREFERENCES OR EXCLUSIVITY. FIS will not be required in any way to accord preferential or exclusive status to Provider for the Products or any other of its goods or services, and FIS will not be required to purchase or use any Product to the exclusion of other goods or services or to purchase, use or otherwise achieve any minimum volumes or activity with respect to any Product.

#### PART 8. PERFORMANCE.

- a. DELAYS. In the event Provider's performance is delayed, or is anticipated by Provider to be delayed, by a Force Majeure Event, Provider will promptly notify FIS of (i) the date and details of the Force Majeure Event and the

anticipated duration of the Force Majeure Event and the delay, (ii) any material changes in such details or anticipated duration, and (iii) when the Force Majeure Event or delay ends. Provider will use its best efforts to perform in a timely manner, utilizing all resources reasonably required under the circumstances including reasonably available supplies or services from other sources. FIS may terminate the Purchase Order, or the applicable Product, if a Force Majeure Event delays Provider's performance for more than two (2) business days, and no excuse of a performance delay due to a Force Majeure Event will preclude FIS from exercising such termination right.

- b. **SUBCONTRACTORS.** Provider will not utilize any Contractor to provide the Product (in whole or in part), without the prior written consent of FIS. Provider will notify FIS of its intention to so engage another party not less than thirty (30) days prior to the entity commencing provision of the relevant Product. Provider will provide such information and documentation concerning any such proposed party as FIS requests. Provider will ensure that any such Contractor complies with all obligations of Provider under the Purchase Order, including those pertaining to reporting, audits and inspections, confidentiality, privacy, data security, business continuity and disaster recovery programs, insurance, any applicable regulatory guidelines and requirements, use of subcontractors, and any prohibitions on subcontracting to certain locations or subcontractors. Provider is responsible for all of its obligations under the Purchase Order regardless of where performed or whether performed by any Contractor, and Provider will be liable for the acts and omissions of any Contractor that Provider uses to provide the Product.
- c. **NONSOLICITATION.** During the Term and for a period of twelve (12) months following the later of (i) the end of the Term or the prior termination of the Purchase Order or (ii) the date Provider completes or ceases performance of Services, Provider will not, directly or indirectly (A) induce or influence any individual who is engaged or employed by FIS to terminate that engagement or employment or participate in a competitive business or activity, if the individual worked with Provider or developed a relationship with Provider in connection with FIS's engagement of Provider under the Purchase Order, or (B) induce or influence any Client to terminate or curtail its relationship with FIS.
- d. **ONGOING QUALIFICATION OF PROVIDER.**
- (1) During the Term and for any period in which Provider is providing Products or FIS or an FIS Affiliate is subject to regulatory examination or reporting requirements with respect to any Products, the following provisions will apply.
- (a) Upon at least ten (10) business days prior written notice from FIS, Provider or its agents will provide FIS, FIS's agents, any of FIS's regulators, and any Client receiving Products, with access to and any reasonable assistance that they may require with respect to any Provider office or location where the Products are being created or performed for the purposes of performing audits or inspections of the Products and the business of FIS relating to the Products. Such audits will be conducted by FIS, FIS's agents, FIS's regulators, or Client(s) receiving Products, during regular business hours at any Provider office or location where the Products are created or performed. If any audit by an auditor designated by FIS, an FIS agent or a regulatory authority results in Provider being notified that either it or its agents are not in compliance with any Law or any requirement of the Purchase Order, it will remedy any such noncompliance within thirty (30) days following such notification. Provider will bear the expense of any such compliance remedy. Any audit hereunder will be subject to the following limitations: (i) use of any third party auditor that is a competitor of Provider will be subject to Provider's prior written approval, such approval not to be unreasonably withheld or delayed; and (ii) FIS or the auditor conducting any such audit will at all times comply with any and all reasonable security and confidentiality guidelines and other policies of Provider with respect to the audit.
- (b) Provider will have an independent third party annually prepare, and will make available to FIS, a Type II SOC 2 report concerning its operations, systems, controls and procedures, in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16 and, at FIS's written request, will electronically transmit to FIS a copy of Provider's latest SOC 2 report.
- e. **COMPLIANCE WITH LAW.**
- (1) In all circumstances, Provider will comply with, and will ensure that all Products comply with all Law, including Law relating to export and import, privacy, use, disclosure or transfer of personal information, or

security, and Law relating to the employment, health, safety and payment of Provider Personnel. Provider will perform an on-going review of Law applicable to Provider's performance under the Purchase Order and will maintain the features and functions for all standard Products in accordance with all Law applicable to such features and functions, including Law enacted or amended after the effective date of the Purchase Order. Provider will identify and procure all permits, certificates, approvals, licenses, and inspections necessary for Provider's performance under the Purchase Order other than such permits, certificates, approvals, licenses and inspections that FIS is directly responsible for obtaining under the Purchase Order. Without limiting any other obligation of Provider under the Purchase Order, Provider will at all times comply with all Law relating to trade sanctions, export controls, the U.S. Foreign Assets Control Regulations, the U.S. Export Administration Regulations, and the U.S. International Traffic in Arms Regulations.

- (2) Non-Discrimination and Affirmative Action: Unless exempt, if Provider is located in the United States, Provider will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender-identification or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender-identification, national origin, protected veteran status or disability. If applicable, Provider and its subcontractors will also abide by the requirements of 41 CFR § 61-300.10 regarding veterans' employment reports and the provisions of 29 CFR Part 471, Appendix A to Subpart A regarding posting notice of employee rights.
  - (3) Sexual Harassment. Provider will promptly notify FIS upon receipt of a complaint regarding the alleged occurrence of any sexual or other harassment incidents, either by or directed at any Provider Personnel, and the parties, where appropriate, will cooperate in investigating said complaint and where necessary take remedial action. Provider represents that Provider has and will continue to maintain anti-harassment policies covering all Provider Personnel, in conformity with applicable federal, state and local Laws. In the event of any claim or legal proceeding relating to a sexual or other harassment incident involving any Provider Personnel, the parties will, where appropriate, cooperate with each other in resolving such claim or legal proceeding.
  - (4) Anti-Slavery. In performing its obligations under the Purchase Order, Provider shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the U.K. Modern Slavery Act 2015 and ensure that each of its Contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the U.K. Modern Slavery Act 2015. If requested by FIS, Provider shall prepare and deliver to FIS, by no later than fourteen (14) days after such a request, a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
  - (5) Anti-Bribery. Provider shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010. Provider will promptly notify FIS upon becoming aware of a breach of this obligation.
  - (6) FIS's Code of Conduct. Provider shall comply (and shall procure that all Contractors comply) with FIS's Code of Business Conduct and Ethics located at <https://www.fisglobal.com/About-Us/Supplier-Information-Portal>.
- f. USE OF FIS OR CLIENT NAMES. Provider will not use FIS's names, logos, trademarks or stock exchange ticker symbol, or in connection with the Purchase Order, those of any Client, unless pre-approved in writing by FIS. Provider will not make any press release or other similar communication that mentions or implies a relationship between Provider and FIS, or between Provider and a Client in connection with the Purchase Order, unless pre-approved in writing by FIS.
- g. WARRANTIES.
- (1) Provider represents and warrants that it has full right and authority to perform its obligations and grant the rights and licenses granted under the Purchase Order.

- (2) Provider represents and warrants that it has not assigned, transferred, or entered into any other relationship by which it purports to assign or transfer, any right, title or interest to any technology, process, material or intellectual property right that would be in conflict with the terms hereof, and that Provider will not do so in the future.
  - (3) Provider represents and warrants to FIS that the Products, as delivered by Provider to FIS, Clients or their customers, will not contain any Destructive Elements and that Provider will not install, use, or execute any Destructive Elements on any FIS computers, or computers of Clients or their customers. If FIS notifies Provider that it has been informed of or has reason to believe that a Destructive Element was present in the Products as delivered by Provider to FIS, a Client, or any customers of a Client, Provider will promptly assist and work continuously with FIS, in conformance with FIS security requirements, at no charge, until, in the determination of FIS, the Destructive Element has been eliminated.
  - (4) Provider represents and warrants to FIS that neither the execution and delivery of the Purchase Order nor the other documents and instruments to be executed and delivered by Provider hereunder nor the consummation of the transactions contemplated hereunder will (i) violate any Law, including injunction or decree of any court, (ii) require any action by Provider to obtain or give any authorization, consent, approval, exemption or other action by or notice to any court, administrative or governmental agency, instrumentality, commission, authority, board or body (or if so required, Provider has taken all such actions and obtained all needed and necessary authorizations, consents, approvals, and exemptions), or (iii) violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, any term or provision of Provider's charter or bylaws or any contract, license, or legal restriction of any kind or character to which Provider is a party or by which Provider or any of its assets or properties may be bound or affected.
  - (5) Provider represents and warrants that there is no action, suit, arbitration proceeding, investigation or inquiry pending or threatened against Provider, its business or any of its assets, and that Provider does not know or have grounds to know, of any basis for any such actions, suits, arbitrations, proceedings, investigations or inquiries, that would affect its ability to perform its obligations hereunder.
  - (6) If applicable, Provider represents and warrants that during the Term, Provider will maintain an adequate and trained staff of employees and adequate and proper facilities, resources and systems in order to perform the Services and otherwise deliver the Products to FIS at agreed upon service levels pursuant to the Purchase Order.
- h. INSURANCE. In all cases, Provider shall effect and maintain, at its own cost, all applicable insurances as required by law and to cover Provider's responsibilities and liabilities under the Purchase Order. Provider will be responsible to ensure that any subcontractors maintain in force coverage as required herein, or that coverage is extended under Provider's policies. The required insurance coverage will in no way be interpreted as relieving Provider of any other responsibility or liability hereunder or any applicable law, statute, regulation or order. Unless specified otherwise on the Purchase Order, the Insurance Requirements below set forth minimum amounts of certain types of insurance coverage and other requirements relating to such insurance and is part of the Purchase Order. Provider and its sub-contractors, as described above, will maintain such insurance and comply with such other obligations during the Term, at its own expense:

#### TYPES & MINIMUM AMOUNTS OF INSURANCE COVERAGE.

1. Commercial General Liability Insurance: including Premises & Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
2. Business Automobile Liability Insurance: for all owned, non-owned, borrowed, leased, and hired vehicles to be used in connection with the Purchase Order, with a combined single limit of at least One Million Dollars (\$1,000,000) each accident.
3. Workers' Compensation: with Alternate Employer Endorsement and including at least One Million Dollars (\$1,000,000) Employers Liability coverage.

4. Umbrella (Excess) Liability Insurance: coverage in an amount of at least Five Million Dollars (\$5,000,000) per occurrence.
5. Property Insurance: against all risks of physical loss or damage to any property of FIS in the care, custody, or control of Provider.
6. Professional Liability: in an amount of at least Ten Million Dollars (\$10,000,000) including coverage for Network Security Liability and Privacy Liability.
7. Commercial Crime: including employee Dishonesty coverage in an amount of at least Five Million Dollars (\$5,000,000).

OTHER INSURANCE OBLIGATIONS.

8. Prior to executing the Purchase Order and within ten (10) days of each subsequent policy renewal, Provider will provide FIS with certificates of insurance evidencing that the coverage and policy endorsements required hereunder are maintained in force with insurance companies that have A.M. Best ratings of at least A-(VIII).
  9. Provider or its insurers will provide thirty (30) days written notice to FIS prior to cancellation or material change of any such policy.
  10. Except with respect to the gross negligence of FIS, Provider's policies will be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by FIS.
  11. FIS will be named as an additional insured under the Commercial General Liability, Automobile Liability, Umbrella and Professional Liability policies, as well as a Loss Payee under the Commercial Crime policy described above.
  12. Provider and its Insurance Carriers will waive subrogation with respect to the Workers' Compensation, Employers Liability, Commercial General Liability and Automobile Liability policies.
- i. BUSINESS CONTINUITY PLAN AND DISASTER RECOVERY. Provider will establish and maintain disaster recovery and business continuity plans designed to minimize the risks associated with a disaster affecting Provider's ability to provide the Products, which includes (if applicable to the Products) off-site data storage and recovery infrastructure. Provider will test its disaster recovery and business continuity plans, including call trees, not less frequently than annually, and will annually provide to FIS the disaster recovery and business continuity plans test results. FIS may share such disaster recovery plan and test results with Clients who have contracted for the Products, if any, FIS's auditors, and FIS's regulators. Provider will implement the applicable disaster recovery or business continuity plan upon the occurrence of a disaster, and shall notify FIS promptly following such event. In the event of a disaster (as defined in the plan), Provider will not charge fees higher than or in addition to the agreed fees under the Purchase Order. Provider will notify of, and invite FIS to participate in (at no additional charge to FIS), Provider's disaster recovery and business continuity plan test.
- Provider's recovery time objective for the Services ("RTO") under such plan shall be agreed in writing with FIS. Provider will maintain adequate backup procedures in order to recover FIS's or if applicable any Client's data to the point of the last available good backup, with a recovery point objective ("RPO") as agreed in writing with FIS. If Provider fails to meet the RTO and RPO in any annual test, Provider shall perform a root cause analysis of the cause of the failure to meet the RTO or RPO and will remediate the cause of such failure and retest within six (6) months of the failed test. If Provider fails to meet the RTO or RPO in the retest, Provider will have a second six (6) month period to remediate and retest. If provider fails a second time, FIS may request that the parties attempt to reach a mutually agreeable resolution, and if the parties are unable to agree upon a resolution within thirty (30) days of FIS's request, FIS may terminate the Purchase Order with no further financial obligation to Provider.
- j. THIRD PARTY SOFTWARE. In connection with the provision of Products to FIS, Provider has not and shall not



use, incorporate, or integrate any third party computer software except as set forth on the Purchase Order or with FIS's prior written consent.

k. ADDITIONAL DEFINITIONS.

- (1) A "Destructive Element" is any computer code or other technological device which (i) is intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of a Product, or any other associated software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"), (ii) would disable a Product or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "time locks," or "drop dead" devices), (iii) would permit Provider, any Provider Personnel or any licensor or Contractor to access a Product to cause such disablement or impairment (sometimes referred to as "traps," "access codes" or "trap door" devices), or (iv) contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause a Product or any other associated software, firmware, hardware, computer system or network to cease functioning or damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.
- (2) A "Force Majeure Event" is any force majeure event or other condition causing a performance delay to be excused under the Purchase Order.

PART 9. LIMITATION OF LIABILITY. Except in the case of fraud or fraudulent misrepresentation or in relation to FIS's obligation to pay fees to Provider, FIS'S TOTAL LIABILITY TO PROVIDER ARISING FROM THE PURCHASE ORDER IS LIMITED IN ALL CASES AND IN THE AGGREGATE TO THE AMOUNT OF FEES ACTUALLY PAID BY FIS TO PROVIDER PURSUANT TO THE PURCHASE ORDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM. NOTWITHSTANDING THE FOREGOING, FIS WILL NOT BE LIABLE FOR ANY DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, DELAY OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF FIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

PART 10. OWNERSHIP.

- a. INVENTIONS AND WORKS. Any and all inventions and works pursuant to or resulting from the Services will, upon creation, be owned exclusively by FIS.
- b. ASSIGNMENT OF INTEREST. To the extent that such inventions or works may not be considered works made for hire, Provider hereby assigns, without the necessity of further consideration, all of its right, title and interest therein to FIS, and FIS will be entitled to hold same in its own name on all applicable patents, registrations or copyrights. If and to the extent Provider may, under any Law, be entitled to claim any ownership interest, or moral rights, in the inventions or works related to the Services, Provider transfers, grants, conveys, and relinquishes exclusively to FIS all of its right, title and interest under patent, copyright, trade secret, and trademark Law, to the extent allowable by Law, in perpetuity or for the longest period otherwise permitted by Law.
- c. OTHER DOCUMENTS. Provider will sign, upon FIS's request, all documents necessary to vest title in FIS to any intellectual property rights associated with the Services, inventions or works related to the Services. Provider will also sign, upon FIS's request, any document necessary for the filing and prosecution of patent, trademark or copyright applications with respect to such rights in the United States and elsewhere, including divisional, continuation, revival, renewal or reissue application. Provider will cooperate and assist FIS in preparing, filing and prosecuting any and all such patent, trademark and copyright applications during the Term and for two (2) years following the date Provider ceases to perform the Services. FIS will bear all costs associated with the prosecution of such patent, trademark or copyright applications.
- d. LICENSE. To the extent that any preexisting rights are embodied or reflected in the Services, inventions or works related to the Services, Provider grants to FIS an irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights, and (ii) authorize others on FIS's behalf to do any or all of the foregoing.

**PART 11. DISPUTE RESOLUTION AND APPLICABLE LAW.**

If FIS is, as of the Purchase Order Effective Date, headquartered in the European Economic Area, United Kingdom, Croatia and Switzerland then only B below applies. If FIS is, as of the Purchase Order Effective Date, headquartered outside of the Americas or the European Economic Area, United Kingdom, Croatia and Switzerland then only Section C below applies. In all other cases, Section A below applies.

- A. The Purchase Order and any dispute, difference, controversy, or claim arising out of or relating to it will be settled by binding arbitration before a single arbitrator in Jacksonville, Florida 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 into by any court having competent jurisdiction over the parties or their respective property. The arbitrator will decide any issues submitted in accordance with the provisions and commercial purposes of the Purchase Order, and will not have the power to award damages in excess of the limitations set forth herein or any damages excluded herein. The Purchase Order will be governed by the Law of the State of Florida, without regard to internal principles relating to conflict of laws. Subject to the arbitration requirement set forth above, venue for any litigation arising out of or otherwise relating to the Purchase Order will be limited exclusively to state and federal courts of competent jurisdiction located in Duval County, Florida. Nothing herein will prevent either party from seeking preliminary or temporary injunctive relief from a court of competent jurisdiction for the other party's breach of its information security or confidentiality obligations hereunder.
- B. The Purchase Order and any dispute, difference, controversy, or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of England and Wales excluding choice of law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with the Purchase Order, 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 Purchase Order.
- C. The Purchase Order and any dispute, difference, controversy, or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of England and Wales excluding choice of law. Each party irrevocably agrees that the any dispute, controversy or claim arising, directly or indirectly, out of or in connection with the Purchase Order, or the breach, termination or validity thereof (including non-contractual disputes 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. The location and seat of the arbitration shall be: (i) London if Client is headquartered in Europe, Middle East or Africa; and (ii) Singapore if Client is headquartered in Asia Pacific. There shall be one arbitrator. The arbitrator shall be agreed between the parties. Failing agreement, or if the arbitrator selected is unable or is unwilling to act, the appointing authority shall be the ICC. The arbitration proceedings shall be conducted in English. 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 their 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 Purchase Order, either party may at any time seek an interim injunction or other interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such party, including, but not limited to, the confidentiality provisions of this Purchase Order. The law governing the arbitration agreement contained in this Section, the arbitration, and the conduct and procedure of the arbitration, shall be the laws of England and Wales. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Purchase Order.

**PART 12. AMENDMENTS; AUTHORIZED REPRESENTATIVES.** The Purchase Order may only be modified only by a written instrument signed by duly authorized representatives of both parties.

## PART 13. USAGE AND INTERPRETATION.

- a. **ENGLISH LANGUAGE.** English will be the language of the Purchase Order. Translation of the Purchase Order, its attachments, schedules, exhibits, correspondence, documents, invoices, notices or other communications related to the Purchase Order, or the transactions thereunder, into another language will be at the sole risk of the translating party. In the event any conflicts arise between the English version of the Purchase Order and a translated version, the English version will prevail. If permitted under local Law, all communications pursuant to the Purchase Order will be conducted in the English language. Unless the context clearly indicates otherwise, (i) references to a party's agreement, consent, notice, request or approval mean written and signed agreement, consent, notice or approval, (ii) the words "will" and "shall" have the same meaning, which is obligatory, and (iii) the word "including" means "including, without limitation" so that it does not limit the scope of the word or phrase to which it is applied.
- b. **WEB-BASED PROVISIONS, PASSIVE CONTRACTS, INVOICE TERMS.** The effectiveness of the Purchase Order, or of any statement or other contract made under the Purchase Order, will not be conditioned upon FIS becoming bound by (i) a reference in the Purchase Order to one or more documents maintained by Provider and made available to FIS at a Web page, by email distribution or in any other manner; (ii) a "click-through", "shrink wrap" or similar mechanism presented by Provider (whether in the past, present or future) involving the use of an action other than actual signature or electronic signature (as recognized by Law) to cause agreement to terms and conditions presented by Provider; or (iii) as part of an invoice or similar administrative document. The parties understand and agree that any such documents, terms and conditions will be only for (A) informational purposes or to set forth obligations of or rights granted by the Provider or its Affiliates, (B) that neither FIS nor any FIS Affiliate will be bound by any contractual obligation that might otherwise arise from any such reference or mechanism, whether under or in connection with the Purchase Order or otherwise, and (C) that any such documents, terms and conditions will in any event be subject to the Purchase Order, including these terms.
- c. **WAIVER.** Failure by FIS to enforce the performance of any of the provisions of the Purchase Order shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of the Purchase Order in any way. Any waiver by FIS to any breach of the Purchase Order shall be specific to such particular breach and shall not bind the parties in respect of any subsequent breach by Provider, even if such subsequent breach is identical or similar.

**PART 14. RELATIONSHIP OF THE PARTIES.** Provider is an independent contractor without authority to bind FIS by contract or otherwise, and neither Provider nor Provider's employees or agents are agents or employees of FIS, and Provider hereby indemnifies and holds FIS harmless against any claim by such employees or agents alleging an employment relationship with FIS.

**PART 15. ENTIRE UNDERSTANDING.** The Purchase Order (including, for the avoidance of doubt, these Terms and Conditions) and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of the Purchase Order. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

**PART 16. SURVIVAL.** The rights and obligations set forth in PART 2.c (INFORMATION SECURITY AND INTERNAL CONTROLS), PART 3 (SAFEGUARDING OF INFORMATION), PART 5 (PRICING, PAYMENT TERMS, RECORDS), PART 6 (INDEMNIFICATION), PART 8.e (COMPLIANCE WITH LAW), PART 9 (LIMITATION OF LIABILITY) and PART 11 (DISPUTE RESOLUTION AND APPLICABLE LAW) of these Purchase Order Terms, and those provisions of these Purchase Order Terms which by their express terms extend beyond expiration of the Term or termination of the Purchase Order, or which by their nature so extend, will survive and continue in full force and effect after the expiration of the Term or the termination of the Purchase Order.