



## Software License Agreement

**1. Orders.** This is a legal agreement between the entity which ordered the accompanying Software (our "Customer") and Finastra USA Corporation ("Finastra"). By signing a Finastra order request referencing this Software License Agreement (the "Agreement") or by using the Software, Customer acknowledges that (a) Customer was the ordering entity; (b) the individual signing the order request or using the Software has authority to bind Customer to these terms; (c) Customer agrees to be bound by the terms of this Agreement; and (d) Customer agrees that the terms of this Agreement apply to any previously provided Software to which the accompanying Software is an update or an additional module.

A Finastra order request referencing this Agreement along with the order request's exhibits, schedule, other attachments and references (collectively the "Order Request") form the complete agreement for each transaction between Finastra and Customer. However, if the parties have agreed that the terms of a pre-existing fully executed comprehensive agreement are to govern, those terms shall replace these as part of the contract. Order Requests may include licensing software ("Software"), rendering services ("Services") and furnishing other deliverables. Software or Services described in an Order Request include any documentation accompanying the applicable Software or Services ("Documentation"). An Order Request is not effective until accepted in writing by both parties and, once accepted, the Order Request is firm and noncancellable.

### **2. Software and Services.**

**A. Software.** Software may be licensed to Customer by Finastra under the terms of an Order Request, which references this Agreement. Finastra grants a non-exclusive, non-transferable license to the Software under the license grant in the associated Order Request. Unless the Order Request otherwise defines the term of the license grant, it is perpetual. Each license grant is only for the United States and its protectorates and provides Customer with the right to use the Software, consistent with its accompanying Documentation, for its internal purposes and to perform financial services for Customer in the normal course of Customer's business. Software delivery occurs when: (a) the Software is shipped to, or made available for download by, Customer for Software Customer self-installs, or (b) the Software is installed by Finastra and available for either testing or production use by Customer for Software that requires implementation. Any Software or other items shipped by Finastra are shipped FOB shipping point. Documentation is licensed for use with the applicable Software or Services for Customer's internal purposes.

**B. Services.** Services may be provided to Customer under the terms of an Order Request, which references this Agreement. Services may include consulting, implementation, training and other project-based services.

**3. Maintenance.** If applicable, Finastra will provide the maintenance and support ("Maintenance") for the Software specified in the applicable Order Request. Maintenance will commence upon delivery of the applicable Software. Maintenance is provided on an annual basis and will be automatically extended for additional one (1) year terms absent ninety (90) days' written notice by either party prior to the end of the current annual maintenance term.

Should Finastra decide to discontinue offering Maintenance for the Software generally, Customer will receive at least six (6) months advance written notice and Finastra shall refund the pro-rata portion of pre-paid Maintenance fees for any period for which Maintenance has been discontinued. After Maintenance is discontinued, Finastra will no longer maintain or support the Software or Documentation.

### **4. Compensation.**

**A. Fees.** The fees for the Software and Services are set forth in the applicable Order Request. Unless otherwise stated in an Order Request, the fees set forth in the Order Request do not include applicable taxes or travel and living expenses.

**B. Invoices.** Invoices shall be paid within thirty (30) days after receipt or as stated in the Order Request without deduction, withholding or offset. Finastra may suspend any license grant, Maintenance and/or Services provided under this Agreement until payments are brought current.

**C. Taxes.** Customer will pay or reimburse Finastra for all duties, taxes (other than taxes on Finastra's income), fees or other similar amounts assessed or imposed by governmental authorities in relation to any Order Request.

**D. Interest.** Amounts not paid when due or disputed in good faith by detailed written notice prior to the due date are subject to finance charges of one percent (1%) per month or the highest rate permitted by law, whichever is less, compounded monthly from the due date until paid. Payment of finance charges does not excuse or cure late payment. Payments received are first applied to finance charges. Customer agrees to reimburse Finastra for all reasonable costs Finastra may incur for collection of any past-due amounts.

**E. Price Changes.** Finastra may change Maintenance fees and other periodic fees from time to time only as specified in an applicable Order Request. Notwithstanding the foregoing, Finastra may change its prices on third-party products or services it resells or sublicenses upon reasonable notice to Customer.

### **5. Term; Termination.**

**A. Term.** This Agreement commences upon its execution and continues until terminated as set forth in Section 5.B. or performance against the Order Request referencing this Agreement is complete and all license grants, if any, extended under that Order Request cease.

**B. Termination for Cause.** If a party fails to cure a material breach of an Order Request within thirty (30) days after written notice explaining the breach, the non-breaching party may immediately terminate any license grants, Services or other deliverables to which the breach relates. Breach by Customer includes, without limitation, any failure to pay license, Maintenance or Services fees when due. Either party may terminate this Agreement immediately by giving the other party written notice of termination if the other party becomes insolvent, a receiver or conservator is appointed for any part of such party's assets, or a bankruptcy proceeding is commenced by or against the other party.

**C. Effect of Termination.** Termination of an Order Request terminates the license grant(s), if any, and any further performance under the Order Request and Customer will: (a) immediately stop using all Software and promptly remove it from any hardware on which the Software is installed; and (b) at Finastra's direction, within twenty (20) days of termination return to Finastra or destroy all copies of any Software, Documentation and other Confidential Information in Customer's possession or control and certify the return or destruction of all Software, Documentation and other Confidential Information. Termination does not relieve Customer of any payment obligations, which arise prior to the effective date of the termination.

### **6. Proprietary Rights.**

**A. Proprietary Rights.** The Software, Services (including any associated work product), and Documentation are protected by copyright, trade secret and other proprietary rights of Finastra and its suppliers. The Software, work product and Documentation are licensed, not sold to Customer. The right to use Documentation is contingent upon the right to use the applicable Software or Services. Unless otherwise specified in an applicable Order Request, any recording of training or other Services provided by Finastra is strictly prohibited. Finastra reserves all rights in the Software, Services, work product and Documentation not expressly granted to Customer.

**B. Limitations on Use.** Customer is permitted to make a reasonable number of copies of the Software for disaster recovery and back-up purposes. Unless otherwise stated in the Order Request or this Agreement, Customer will not: (a) reproduce the Software or Documentation; (b) market, license, distribute, sublicense or otherwise commercially exploit the Software, Services or Documentation or sell,

lend, rent, give, assign or otherwise transfer or dispose of the Software, Services or Documentation; (c) permit the use of the Software, Services or Documentation by others or otherwise operate the Software for third parties (e.g., as a service bureau or data processing service); (d) modify or translate the Software or Documentation into any other computer or human language; or (e) disassemble, reverse engineer or decompile the Software or otherwise attempt to discover any portion of the object or source code or trade secrets related to the Software.

**C. Confidentiality.** Both parties may acquire certain information that is confidential, proprietary or trade secret information of the other party or a third party ("Confidential Information") in the performance of the Order Request or in the contemplation of the license or purchase of additional Software, Services or other deliverables. Finastra acknowledges that Customer's Confidential Information includes Customer's customer information, including "Nonpublic Personal Information" as defined in 15 U.S.C. §6809(4). Customer acknowledges that Finastra's Confidential Information includes all source code, Software, Services and Documentation and any related system design, database design, algorithms, trade secrets, technology, pricing and licensing. Other Confidential Information of either party shall be clearly identified in writing as Confidential at the time of disclosure or promptly thereafter. The party receiving Confidential Information will: (a) use such information solely for performance under this Agreement; (b) not disclose such information to any third party (excluding agents which are not potential competitors of the disclosing party, the regulators of either party and, in the case of Finastra, its affiliates); and (c) otherwise protect such information from any unauthorized use or disclosure. The receiving party shall see that its employees, agents and affiliates having access to Confidential Information are bound by confidentiality obligations consistent with this provision. Except for Customer's customer information, neither party will be obligated to keep confidential any information, that is: (1) publicly available through no fault of the receiving party; (2) received by the receiving party from a third party who is not under a confidentiality obligation regarding the information; (3) independently developed by the receiving party without referring to the Confidential Information; or (4) required by applicable law to be disclosed by the receiving party, provided the receiving party shall give prompt notice to the disclosing party (unless notice is not allowed by a regulating agency seeking such information) and assist and support the disclosing party's efforts to maintain the confidentiality of the information, including, but not limited to, securing protective orders and limiting the information disclosed. Finastra may reflect the Customer's name in a customer list and the respective products involved.

**D. Data Privacy and Security.** Finastra will maintain and monitor policies and procedures to meet the data security objectives of the Gramm-Leach-Bliley Act, the Fair and Accurate Credit Transactions Act, the Fair Credit Reporting Act and related regulations, by addressing administrative, technical and physical safeguards designed to (i) ensure the security and confidentiality of Nonpublic Personal Information relating to Customer's customers; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer's customers; and (iv) ensure proper disposal of the information. Finastra will provide prompt notice to Customer if Finastra becomes aware of an unauthorized disclosure of Nonpublic Personal Information of Customer's customers. Notification may be delayed to the extent necessary to prevent interference with a criminal investigation related to the disclosure.

**E. Legends and Notices.** The receiving party agrees to maintain all proprietary legends and notices on all tangible and electronic copies of Confidential Information, the Software and Documentation, particularly those legends and notices concerning ownership of trademarks and copyrights, and ownership and restricted usage of Software.

**F. Finastra Audit.** Finastra or its designated agents shall have the right, upon reasonable advance notice, to enter Customer's premises and inspect Customer's records and/or its computer system for the purpose of auditing Customer's use of the Software or Services and ensuring accurate invoicing. Access will be permitted during Customer's normal business hours.

**G. Customer Audit.** Finastra shall provide on a self-service basis either through its support portal or another channel designated by Finastra, a due diligence package designed to facilitate Customer's vendor management review of Finastra. This package shall at a minimum include: summaries of Finastra's IT security policies, procedures, and

infrastructure, business continuity management program, and pandemic plan; available independent auditor reports for the Software being licensed; and certificates of insurance.

**H. Nonsolicitation.** During the Term of this Agreement and for a period of one (1) year thereafter, no party will actively and directly solicit any employee of the other party that is involved with the Software or Services to leave his or her employment to engage in, be employed by, perform services for, participate in or otherwise be connected with that party or its subsidiaries or other affiliated companies in a capacity involved with the Software or Services without the prior written agreement of the other party. The above restriction does not apply to any employee of the non-hiring party that (a) responds to a general solicitation of the hiring party, (b) is referred by a search firm, employment agency or similar entity so long as such entity has not been instructed by the hiring party or its representatives to solicit any such employees, (c) initiates discussions with the hiring party or its representatives regarding such employment without any direct or indirect solicitation by the hiring party or its representatives, or (d) who is no longer employed with the non-hiring party.

## **7. Warranty.**

**A. Software Warranty.** For a period of thirty (30) days following delivery of the Software (the "Warranty Period"), Finastra warrants that the Software will function in all material respects consistent with its specifications appearing in the applicable Documentation. Finastra does not warrant that the Software is free from all bugs, errors or omissions. The warranty does not extend to any failure of the Software caused by: (a) any modification or change not made by Finastra; (b) any noncompliance caused by use of the Software in combination with products, goods, services or other items furnished by anyone other than Finastra; or (c) use of the Software in an operating environment other than as specified by Finastra.

Finastra will use reasonable efforts at its facility to correct any Software or Documentation that fails to comply with the foregoing warranty by delivering one or more error corrections consisting of workaround instructions, updates, revisions or patches to the Software and/or revisions or supplements to the Documentation, provided (i) Customer gives Finastra prompt written notice of such failure during the Warranty Period; (ii) Customer provides Finastra with all reasonably requested information to assist Finastra in reproducing the failure; and (iii) Finastra is able to reproduce the noncompliance at its facility. If, after the expenditure of such reasonable efforts, Finastra is unable to correct the Software such that it complies with the foregoing warranty, Finastra will refund all or (if Customer's license to use such Software continues) a reasonable portion of the license fees Customer has paid with respect to such Software.

**B. Maintenance Warranty.** Finastra warrants that Maintenance will be provided in a professional and workmanlike manner and that the Software will function in all material respects consistent with its specifications appearing in the applicable Documentation. This warranty does not extend to any failure of the Software caused by: (a) any modification or change not made by Finastra; (b) any noncompliance caused by use of the Software in combination with products, goods, services or other items furnished by anyone other than Finastra; and (c) use of the Software in an operating environment other than as specified by Finastra.

Finastra will use reasonable efforts at its facility to correct any Software that fails to comply with the foregoing warranty by delivering to Customer error corrections consisting of workaround instructions, updates, revisions or patches to the Software and/or revisions or supplements to the Documentation, provided (i) Customer gives Finastra prompt written notice of such failure within thirty (30) days of its occurrence; (ii) Customer provides Finastra with all reasonably requested information to assist Finastra in reproducing the failure; and (iii) Finastra is able to reproduce the noncompliance at its facility. If, after the expenditure of such reasonable efforts, Finastra is unable to correct the Software such that it complies with the foregoing warranty, Customer may terminate Maintenance for the Software, and Finastra will refund a pro rata portion of the annual Maintenance Fees that Customer has paid for the Software.

**C. Services Warranty.** Finastra warrants that Services will be provided in a professional and workmanlike manner consistent with the definition of the Services to be performed. Provided that Customer gives Finastra written notice of failure to meet the foregoing warranty within thirty (30) days after completion of the Services, Finastra will use reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If Finastra is unable to correct or re-perform the

Services, Finastra will refund a reasonable portion of the fees paid with respect to such non-conforming Services.

**D. Computer Viruses.** Finastra warrants that, at the time of delivery of the Software or any applicable update, the Software will not contain any malicious computer code that is designed to disrupt, disable, harm, or otherwise impede materially, in any manner, the operation of the Software or any other software, firmware, hardware, computer system or network, which is capable of detection using commercially available virus checking software ("Virus"). Customer is responsible for monitoring and scanning computer programs and data that become part of Customer's computing environment, and using other reasonable procedures to protect against Viruses. If the Software fails to comply with the foregoing warranty, Finastra shall replace the Software with a copy that is not affected by the Virus.

**E. Exclusive Warranties and Remedies.** THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 7 AND IN ANY APPLICABLE COMPLIANCE WARRANTY ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES AND REMEDIES WITH RESPECT TO ANY FAILURE OF THE SOFTWARE, MAINTENANCE OR SERVICES TO COMPLY WITH THE WARRANTIES CONTAINED IN THIS SECTION 7 OR ANY APPLICABLE COMPLIANCE WARRANTY. CUSTOMER HEREBY WAIVES ANY OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**F. Third-Party Products.** Some Software and Services may include or operate in conjunction with computer programs, data or hardware supplied by a third party. Other than third-party programs or data that are embedded in, and delivered as, an inseparable part of the Software, all third-party computer programs, data and hardware ("Independent Third-Party Products") are supplied "AS IS" by Finastra. If Independent Third-Party Products are supplied with separate warranty and support terms which can be passed through to Customer, the third party that supplies such programs and data is responsible for fulfilling such warranty and support terms, and Finastra makes no warranty and assumes no obligation with respect to such items.

#### **8. Limitations of Liability.**

**A.** FINASTRA'S ENTIRE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY SOFTWARE, DOCUMENTATION, MAINTENANCE, SERVICES OR OTHER ITEMS FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT, BY ORDER REQUEST OR OTHERWISE, WILL IN NO EVENT EXCEED THE LICENSE OR SERVICES FEES PAID TO FINASTRA BY CUSTOMER FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM; PROVIDED, HOWEVER, THAT IF THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM IS PROVIDED OVER A DEFINED TERM (E.G., ANNUAL MAINTENANCE, TERM CONTRACT, SUBSCRIPTION OR LOAN BLOCK), FINASTRA'S ENTIRE LIABILITY WILL IN NO EVENT EXCEED THE FEES PAID TO FINASTRA FOR SUCH ITEM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION. NO ACTION RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

**B.** IN NO EVENT WILL FINASTRA BE LIABLE TO CUSTOMER OR TO ANY OF CUSTOMER'S CUSTOMERS OR ANY OTHER PERSON OR ENTITY FOR LOST OR CORRUPTED DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF FINASTRA'S PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF MAINTENANCE, SERVICES, DOCUMENTATION OR SOFTWARE.

#### **9. Defense of Infringement Claims.**

**A. Defense.** Finastra will defend Customer against any claim or proceeding based upon infringement of any third party's U.S. patent or copyright by the Software, provided that Customer notify Finastra of such proceeding promptly after Customer receives notice thereof, Finastra has sole and exclusive control over the defense and settlement of the proceeding, Customer provides such assistance in the defense and settlement of the proceeding as Finastra may reasonably request, and

Customer complies with any settlement or court order made in connection with such proceeding (e.g., as to the future use of any infringing Software).

**B. Indemnity.** In the event an infringement claim is commenced against Customer, Finastra will: (a) indemnify Customer against damages and costs, including attorneys' fees finally awarded against Customer in any such proceeding or, if the action is settled, pay any amounts agreed by Finastra in settlement of such covered claims, and (b) reimburse the expenses Customer reasonably incurs at the request of Finastra in providing assistance.

**C. Exclusions.** Finastra's obligations under this Section 9 will not apply to any infringement to the extent arising out of (a) any use or combination of the Software with any other products, goods, services or other items not furnished or approved by Finastra; (b) any modification or change not made or approved by Finastra; (c) the use of an infringing version of the Software when a comparable noninfringing version has been made available to Customer; or (d) any Software developed to specifications which Customer has supplied or required of Finastra.

**D. Termination.** In the event that Finastra reasonably believes it will be required to discontinue use of the Software, Finastra will do one of the following, selected by Finastra at its option: (a) Finastra will obtain for Customer the right to continue use of the Software or supply to Customer functionally equivalent, non-infringing Software; (b) Finastra will modify the Software to make it noninfringing; or (c) if Finastra is not reasonably able to accomplish the foregoing, Finastra may terminate the license of the infringing Software and (i) if Customer has a perpetual license to the Software, refund Customer a pro rata portion of the license fee Customer paid for such Software, amortized on a three (3) year straight line basis from the date of installation of the Software or (ii) if Customer has a term license to the Software, refund Customer a pro rata portion of the annual license fee Customer paid for the Software.

**E. Exclusive Remedy.** THIS SECTION 9 STATES THE ENTIRE LIABILITY OF FINASTRA WITH RESPECT TO INFRINGEMENT BY ANY DELIVERABLE OF FINASTRA OR RESULTING FROM THE PERFORMANCE OF SERVICES BY FINASTRA.

#### **10. Miscellaneous**

**A. No Waiver.** The failure of either party to enforce any rights under this Agreement or to take action against the other party in the event of a breach will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

**B. Assignment.** Except as otherwise specified in an applicable Order Request, neither this Agreement nor any Order Request may be assigned or transferred (e.g., change of control or otherwise) in any way by Customer without the prior written consent of Finastra, which consent shall not be unreasonably withheld. Any consent may impose an obligation on Customer to pay an administrative fee to Finastra for effectuating such assignment. Without limiting the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**C. Excused Delays.** To the extent that a delay or failure to perform result from causes beyond the reasonable control of the affected party, that party will be excused and not liable for such delay or failure. If Finastra experiences any delays in the delivery of the Software or Services which result from Customer's failure to meet Customer's obligations described in the Order Request, Customer will reimburse Finastra for any reasonable additional costs Finastra incurs as a result of such delays.

**D. No Export.** Customer shall not export, directly or indirectly, the Software or Documentation outside the United States without prior written approval from Finastra. In the event Finastra provides such approval, Customer will comply with the export laws and regulations of the U.S.

**E. Survival.** Sections 5.C, 6, 7.E, 8, and 9, together with all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the termination or expiration of this Agreement, will survive.

**F. Independent Contractor.** In the performance of this Agreement, Finastra will at all times be Customer's independent contractor, and not Customer's partner or joint venturer. Finastra and not Customer will be responsible for any payments to or on behalf of any Finastra employees including, without limitation, any wages, workers' compensation insurance or unemployment insurance.

**G. Notices.** Any notice or other communication under this Agreement given by either party to the other will be in writing and delivered: (i) in person, (ii) by certified mail return-receipt requested or by a nationally recognized courier service, (iii) by facsimile (fax), or (iv) by e-mail. Notices are effective upon receipt. A notice is deemed received as follows: (a) delivery in person, (b) the date on the signed receipt from the mail carrier or courier service, (c) the date on the fax transmission report indicating the fax was sent in its entirety; or (d) the earlier of the date of electronic confirmation an e-mail was received or three (3) business days following the sending of the e-mail. Notices will be directed to the address, physical or electronic, then used for Customer invoices and the Finastra address specified on the invoice. Any notices related to Section 5.B, 6.C., 7, 9, or 10.I are also to be directed to the attention of Finastra's Corporate Legal Department, at 1320 S.W. Broadway, Suite 100, Portland, Oregon 97201 or such other address as may be provided by Finastra in writing to Customer.

**H. Applicable Law.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the local laws of the State of New York, USA, without reference to its choice of laws principles. The parties waive application of the 1980 UN Convention on Contracts for the International Sale of Goods to this Agreement and the transactions contemplated by this Agreement.

**I. Dispute Resolution.** The parties will first attempt through earnest discussion to resolve their differences, including providing notice of the dispute, involving appropriate levels of management of both parties. Failing resolution, the parties will participate in mediation to be administered by the American Arbitration Association. Failing resolution through mediation, any dispute will be settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect, except as provided herein. Any arbitration or mediation will be held in a major city in the continental United States selected by the party that is the non-complaining party in the arbitration. Arbitration will be before a single arbitrator, licensed by a state bar, with experience in banking or technology law, as applicable. The award of the arbitrator will be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The arbitrator shall award only damages consistent with the damages limitations in this Agreement. No party, witness, or arbitrator may disclose the contents or results of any arbitration hereunder without the prior written consent of all parties, unless, and then only to the extent necessary, required to enforce or challenge the award, as required by law, or as necessary for financial and tax reports and audits. Notwithstanding this Section 10.I, either party may seek equitable relief from any court having jurisdiction to the extent necessary to prevent irreparable harm.

**J. Attorneys' Fees.** In the event of any dispute or action to enforce this Agreement or on account of any breach or default under this Agreement, each party will bear its own attorneys' fees and costs related thereto.

**K. Third-Party Beneficiaries.** Finastra affiliates and suppliers shall be third party beneficiaries entitled to enforce any right or obligation of this Agreement related to such party's intellectual property rights. Subject to the foregoing, the Order Request, including this Agreement, does not and is not intended to confer any rights or remedies upon any person or entity other than Customer and Finastra.

**L. Equal Opportunity. Customer and Finastra shall 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 identity 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 identity, national origin, protected veteran status or disability.**

**M. Hierarchy.** The following order of precedence shall be applied in the event of any conflict or inconsistency between provisions of documents referenced on an Order Request, which includes this Agreement: (a) the Addendum, if any; (b) the Compliance Warranty, if any; (c) the Order Request (excluding any exhibit, schedule or other document attached to, or referenced in, the Order Request); (d) the exhibit, schedule or other document attached to, or referenced in, the

Order Request (excluding any document otherwise referenced in (a) – (e) herein); then (e) this Agreement.

**N. Entire Agreement.** The applicable Order Request and its attachments and references, including this Agreement, form the complete and exclusive agreement between Customer and Finastra, and supersede any and all contemporaneous or prior negotiations and agreements between the parties related to the specific Software, Services and any other items provided under the Order Request, including any confidentiality or non-disclosure agreement to the extent information shared relates to such items. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, condition precedent, or agreement of the other party except for those contained within this Agreement. No modification of any of the provisions of this Agreement will be valid unless set forth in a written instrument specifically amending this Agreement and signed by both parties. If any provision contained in this Agreement becomes illegal, null or void or against public policy, the remaining provisions will not be affected.

- END -