Service Specific Terms - Software and Software Maintenance

1. DEFINITIONS

Defect: any defect, error or performance failure or anomalies arising in any Software or physical media on which the Software is delivered, including any impact on the availability of the Software, degradation of the Software or cybersecurity incidents

Documentation: user or operating manuals relating to the Software giving accurate, complete and comprehensible information sufficient for a reasonably competent user to install and use the Software and perform basic trouble shooting

Enhancement: any additional or amended software (including a patch or fix) which corrects Defects in Software or improves its performance, security or interoperability, and any other amendment or enhancement to any Software (including any AI System)

Licence Term: the period starting on the Start Date (or if later, the date the applicable Software is delivered) and continuing for a perpetual term (or for the period specified in the Call-Off)

Maintenance Term: the period starting on the Start Date and continuing for the period specified in the Call-Off (or, where not specified, for the Warranty Period)

Software: any software to be licensed, developed, provided or made available under this Agreement including (a) any software developed, provided and/or made available in connection with the Services and (b) any Enhancements and Versions

Software Maintenance: in respect of the applicable Software, the maintenance and support services set out in paragraph 5.3 and the Call-Off

Version: any version or release of the Software that is generally made available to licensees of the Software

2. LICENCE AND USAGE

2.1 Unless otherwise stated in the Call-Off, Supplier grants to each HSBC Group Member a non-exclusive, worldwide, irrevocable, royalty-free licence to:

(a) Use the Software and Documentation during the Licence Term; and

(b) decode, reverse engineer, disassemble or decompile the Software solely to integrate or interface it with HSBC systems.

2.2 HSBC Group Members may run copies of the Software in parallel for the purpose of ensuring successful migration of the Software at no additional cost.

2.3 If HSBC has underpaid any Charges and/or any HSBC Group Member has used any Software and/or Documentation outside the scope of this Agreement:

(a) Supplier shall notify HSBC of the relevant details; and

(b) Supplier may, as its sole and exclusive remedy, invoice HSBC for such usage at the rates set out in the Call-Off.

3. DELIVERY

3.1 Supplier shall deliver the Software and Documentation, together with relevant activation codes, licence keys, passwords, in accordance with the reasonable instructions of HSBC.

3.2 Except as permitted under this Agreement or Applicable Laws, HSBC shall not:

(a) modify, adapt, decode, reverse engineer, disassemble or decompile the Software; or

(b) remove, alter or cover any copyright or other proprietary rights notices placed on or embedded in the Software or Documentation.

3.3 Supplier shall:

(a) provide all assistance, code, replacement codes, licence keys, passwords and other information reasonably required for successful integration, migration and operation of the Software; and

(b)

(i) ensure that the Software does not contain any software to which separate third party terms apply;

(ii) anything capable of deleting HSBC Information, restricting access to the Software or otherwise rendering any element incapable of unfettered Use (other than passwords).

4. WARRANTIES

4.1 Supplier warrants, represents and undertakes that:

(a) it has the necessary licences, permissions and consents in relation to any third party code (including any open source software) forming part of the Software to enable use of the Software as set out in this Agreement;

(b) No third party code (including any open source software) has been combined with, included in, linked to or embedded in the Software, which would require the Software (or any part of it), or any permitted adaptation or modification of the Software made by or on behalf of HSBC, or any software combined with, included in, linked to or embedded in the Software by or on behalf of HSBC:

(i) to be disclosed or distributed to any third party in source-code form;

(ii) to be licensed to any third party for the purpose of making derivative works; and/or

(iii) to be subject to any restrictions regarding the consideration HSBC may charge for distributing such software; and

(c) No other third party code (including any open source software) is required in order for HSBC to have full and unrestricted benefit of the Services.

4.2 In the event of a breach of clause 4.1 Supplier shall promptly and at its own expense:

(a) procure for HSBC the right to continue to use the Software in accordance with the terms of this Agreement including in compliance with the warranty set out in clause 4.1 above; or

(b) modify the Software so that it complies with the warranty set out in clause 4.1 above

provided that where Supplier modifies the Software, HSBC shall have the same rights in respect of such modified Software as it would have had under the terms of the Agreement in relation to the original Software.

4.3 Failure by Supplier to comply with clause 4.2 shall entitle HSBC to terminate the Agreement.

4.4 Supplier warrants, represents and undertakes that during the Warranty Period (12 months from acceptance (or if not Acceptance Criteria are set out in the Call-Off from delivery) unless otherwise stated in the Call-Off):

(a) the Software shall operate substantially as described the Documentation and this Agreement; and

(b) any Software or physical media on which the Software is delivered shall be free from material Defects.

4.5 Supplier shall correct any Defects which arise during the Warranty Period in accordance with the relevant Service Levels and in any event within 30 days of Supplier being notified of the same.

5. SOFTWARE MAINTENANCE

5.1 Unless otherwise stated in the Call-Off Supplier shall provide Software Maintenance for the Maintenance Term and successive 12 month periods unless terminated by HSBC on 1 months' notice, such notice to expire no earlier than the end of the Term or applicable 12 month period.

5.2 Supplier may terminate the provision of Software Maintenance on giving HSBC not less than 12 months' prior written notice, such notice to expire no earlier than the end of the Term.

5.3 Supplier shall:

(a) proactively and continuously monitor performance of the Software, promptly notify HSBC of any Defect and its root cause, and correct such Defects;

(b) supply, assist upon request with the implementation of, and provide necessary knowledge transfer in respect of, Enhancements and Versions;

(c) make suitably qualified representatives available to respond to technical queries; and

(d) keep current and available the relevant Documentation, provided that no update to the Documentation shall reduce the Software's warranted performance.

5.4 Supplier shall ensure that any Enhancements and Versions does not:

(a) reduce performance, functionality, security or compatibility with HSBC systems;

(b) reduce any Service Level, Service Credit or HSBC right; or

(c) increase the applicable Charges or require a material investment in HSBC systems.

6. DEPLOYMENT

6.1 Unless otherwise stated in the Call-Off Enhancements and Versions shall only be deployed on the instructions of HSBC.

7. WITHDRAWN SOFTWARE

7.1 Supplier shall give at least 12 months' prior written notice to HSBC if any Software or Software Maintenance will no longer be generally available.