UBS IT Hardware Terms

1. General

1.1 These terms are intended to apply to the supply of, and the provision of support and maintenance in relation to, Hardware.

1.2 UBS and Supplier hereby agree that the following types of Supplier Terms: (i) electronic terms and conditions or confirmations; (ii) terms and conditions included within a Specification appended or linked to a Supply Order; and (iii) acknowledgements or sales or shipping forms of Supplier, will not supplement, modify, govern or take precedence over the Agreement. For the avoidance of doubt and subject always to the foregoing, the Parties may expressly agree that certain operational and technical provisions included within any such Specification shall apply, provided always such provisions do not: (i) conflict with; or (ii) amend, the terms of this Agreement.

1.3 Where Supplier provides a Specification by way of a website link, Supplier shall not materially alter the Specification which applies to Hardware and/or the Hardware Maintenance Services provided under this Agreement to UBS's detriment (as solely determined by UBS) without UBS's prior written approval.

2. Supply of Hardware

2.1 Supplier shall supply the Hardware (including any Updates and Upgrades) and a complete set of relevant Documentation to UBS in accordance with the terms of the Agreement.

2.2 Unless otherwise specified in the Supply Order, in respect of any Software embedded in or installed on the Hardware or to the extent that the Hardware otherwise incorporates any IP Rights of Supplier or any other third party, Supplier hereby grants to (or procure the grant for the benefit of) UBS and any of its Affiliates a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable license to use and to sub-license (as reasonably required) any such Software and/or those IP Rights for the purpose of using, selling or otherwise dealing with the supplied Hardware.

2.3 Notwithstanding the provision of any Hardware Maintenance Services and subject to clause 11.1(b) below, Supplier shall: (i) during the applicable Warranty Period at UBS's option, repair or replace any Hardware in respect of which a Hardware Failure is identified, or refund UBS in full for the price of that Hardware; and (ii) at all times, unless otherwise specified in the respective Supply Order, use reasonable endeavors to make available sufficient spares and support to enable the Hardware to be properly maintained (at Supplier's then current rates for UBS) or provide reasonable assistance to enable UBS to source the necessary spares or support elsewhere.

2.4 UBS shall use reasonable endeavors to notify Supplier in writing within a reasonable time of the discovery of any Hardware Failures.

2.5 In the supply of Hardware, Supplier shall:

(a) not cause any delay, disruption or inconvenience to UBS or to any of its Affiliates; and

(b) adhere to any reasonable instructions that may be provided by UBS.

3. Delivery, Installation, Acceptance and Remedies

3.1 Hardware and Documentation shall be:

(a) delivered, together with the relevant Delivery Note, promptly and undamaged to UBS on: (i) the Delivery Date, and (ii) to the Delivery Location, and in accordance with any other delivery requirements; and

(b) installed by Supplier, if applicable, at the Installation Location and in accordance with any other installation requirements,

in each case, as specified in the Supply Order. The Hardware shall be properly packed and secured in such manner as to enable it to reach the Delivery Location in good condition.

3.2 Delivery of Hardware shall be completed when all relevant Hardware has been unloaded, signed for by UBS at the Delivery Location and checked against the Delivery Note.

Late Delivery

3.3 Where the Supply Order indicates a specific Delivery Date (as opposed to "as soon as practicable") and the Hardware is not delivered by that Delivery Date, UBS may take such further action as UBS deems appropriate in the circumstances, and, if Supplier fails to ensure delivery within 5 days of the Delivery Date (save as otherwise agreed between the Parties) then UBS shall have the right to terminate the Agreement on giving not less than 10 Working Days' written notice to Supplier.

3.4 Where it is agreed that Hardware may be delivered by instalments, such instalments shall be invoiced separately. However, failure by Supplier to deliver any one instalment on time or at all, or any Defect identified in an instalment, shall entitle UBS to the remedies set out in clause 3.3.

Acceptance

3.5 All Hardware shall be subject to Acceptance by UBS unless specifically excluded in the Supply Order. Supplier shall provide promptly such reasonable assistance and information as UBS reasonably requests in relation to the Acceptance process.

3.6 Subject to clause 3.5 above, invoices in respect of Hardware may be issued prior to Acceptance, however any such invoice shall only be deemed received for the purposes of clause 3.3 of the General Terms and Conditions upon Acceptance by UBS, unless otherwise specified in the Supply Order.

3.7 UBS shall have a reasonable time in which to inspect Hardware following delivery, or in the case of any inherent Defects in the Hardware, until a reasonable period of time has elapsed since the inherent Defect becomes apparent.

3.8 Following the later of: (i) the Delivery Date; (ii) the date of actual delivery, and (iii) if applicable, the date of actual installation, UBS shall have a 30 day period within which to Accept or reject any Hardware.

3.9 On or before expiry of the 30 day period, UBS shall notify Supplier in writing as to whether it Accepts or rejects the Hardware. If UBS has not notified Supplier of its Acceptance or rejection of the Hardware within 10 Working Days of the expiry of the 30 day period, then the Hardware will be deemed to have been Accepted by UBS at the end of such 10 Working Day period.

3.10 UBS is entitled to reject the Hardware if:

(a) the Hardware does not conform to its Specification or is not otherwise provided in accordance with either the Agreement or any samples previously approved by UBS; or

(b) the quantity delivered is: (i) in: excess of the ordered quantity, in which case UBS may reject the excess units, or (ii) fewer than the ordered quantity, in which case UBS may reject the entire delivery,

and any such rejected Hardware shall be returned to, or collected by, Supplier in accordance with clause 6 below.

3.11 Any Acceptance by UBS pursuant to this clause 3 shall be without prejudice to its other rights under the Agreement.

4. Title and Risk

Supplied Hardware

4.1 Title to and risk in the Hardware shall pass to UBS on completion of delivery, save that:

(a) where formal Acceptance is required as indicated in the Supply Order, title and risk shall not pass to until UBS has Accepted the Hardware in accordance with clause 3 above; and

(b) title to any Software embedded in or installed on the Hardware shall remain with Supplier or the relevant licensor.

However, following delivery, UBS shall be responsible for any loss of or damage to the Hardware due to UBS's negligence.

4.2 Where the Hardware is retained by Supplier awaiting delivery instructions then title shall pass to UBS upon payment (if payment occurs before delivery). In such event, Supplier must: (i) clearly label such Hardware as being the property of UBS; (ii) store such Hardware in a fit and secure environment to avoid any loss or damage; and (iii) keep UBS fully notified of the location of such Hardware, together with any other pertinent information of which a diligent owner of such Hardware would expect to be notified. Supplier shall remain liable for any damage caused to the Hardware prior to its delivery to UBS. However, the risk in such Hardware shall remain with Supplier until Acceptance by UBS of such Hardware.

4.3 If UBS rejects any Hardware pursuant to its right to do so under clause 3 above, the risk in such Hardware shall remain with, or thereupon immediately revert to, Supplier.

Maintained Hardware

4.4 The provision of Hardware Maintenance Services shall not affect the provision of support or maintenance pursuant to clause 2.3 by Supplier in respect of that Hardware.

4.5 Legal and beneficial title (free from all liens, changes and encumbrances) to any replacement parts needed in respect of the Hardware shall pass to UBS on delivery or installation by Supplier, as applicable, of such replacement parts. Where the Parties have expressly agreed that a replacement part is to be installed by Supplier, title to and risk in such replacement part shall pass to UBS on installation.

5. Hardware Maintenance Services

5.1 Supplier shall provide to UBS or any of its Affiliates the Hardware Maintenance Services in respect of the Hardware in accordance with the terms of the Agreement and in particular:

(a) unless otherwise stated in the relevant Supply Order, from the date of Acceptance of the Hardware to which such Hardware Maintenance Services relate; and

(b) at all times in accordance with the Service Levels and to meet or exceed the Service Level Targets.

5.2 In providing the Hardware Maintenance Services and in relation to the relevant Hardware, Supplier shall manage all Hardware Failures immediately upon the earlier of notification or otherwise becoming aware and shall respond to them and remedy them promptly and in any case within any timelines specified in the relevant Supply Order (such as the applicable Response Time and Resolution Time applicable to 'Severity Level' classification).

5.3 Hardware Failures reported to Supplier shall be classified by UBS at the beginning of the call to (or during any message logged with) Supplier's helpdesk function.

6. Hardware Return

6.1 Hardware (or any replacement part or other component thereof) shall be returned to Supplier on termination of the Supply Order or where rejected or replaced pursuant to these terms only if UBS confirms that no UBS Data is stored on such Hardware and that it can be returned.

6.2 Where any UBS Data is stored on any such Hardware (or parts thereof), UBS shall be entitled to retain and dispose of the Hardware without further obligation to Supplier.

6.3 Where UBS confirms that Hardware (or any part thereof) is returnable to Supplier pursuant to clause 6.1 above, then:

(a) Supplier shall within 10 Working Days of the effective date of termination, date of replacement or date of UBS's rejection notification to Supplier (as the case may be), arrange collection of the Hardware without delay, unless UBS has notified Supplier that it will return such Hardware to Supplier itself;

(b) such collection or return of Hardware shall be at Supplier's risk and expense and Supplier shall reimburse UBS in full for all or a portion (as applicable) of the associated pre-paid Charges and for any costs incurred by UBS attributable to such return or any replacement; and

(c) Supplier shall be responsible for the treatment, recovery, recycling and/or disposal of any Hardware (or parts thereof) supplied by it, at all times operating in an environmentally sound way and in compliance with all Applicable Laws and Industry Standards.

6.4 If Supplier has not collected such Hardware within 30 days of either the effective date of termination, date of replacement or the date of UBS's rejection notification to Supplier (as the case may be), UBS shall be entitled to use or dispose of the Hardware without further obligation to Supplier.

7. Service Levels

7.1 Supplier shall, on a regular basis, measure and report to UBS, as specified in the Supply Order:

(a) on its compliance with the Service Levels from the applicable Service Level Effective Date, using the Measurement Definition; and

(b) on the occurrence of any Service Level Defaults in, and any associated Service Credits due to UBS in respect of, the preceding month and on a cumulative basis.

7.2 Upon UBS's reasonable request, Supplier shall provide, or provide access to, performance information to allow UBS to verify the accuracy of reported Service Level measurements for the Hardware Maintenance Services.

Service Level Defaults

7.3 Supplier shall notify the UBS Contract Manager without delay on becoming aware of any Service Level Defaults. Supplier shall promptly investigate the causes of the Service Level Default.

7.4 Within 15 Working Days of a Service Level Default occurring, Supplier shall provide UBS with a written plan for correcting the failure and improving performance of the Hardware Maintenance Services with respect to the specific Service Level(s). The plan shall include the reasons for the failure, a root cause analysis and outcomes, and the remedial efforts to be undertaken.

7.5 Service Credits, as further described in clause 8 (Service Credits), shall apply and accrue in the event of any Service Level Default of Hardware Maintenance Services provided to UBS. Unless otherwise specified in the relevant Supply Order, the total amount of Service Credits shall not exceed the At Risk Amount, which shall be fifteen per cent (15%) of the relevant Charges.

8. Service Credits

8.1 The Supply Order defines the circumstances in which UBS is entitled to receive, and the associated method of calculation for, Service Credits. UBS shall be entitled to receive Service Credits as a refund of Charges paid, as a direct payment, or as set off against the next invoice(s).

8.2 The accrual and payment of Service Credits shall not relieve Supplier of its other obligations under the Agreement. Service Credits are UBS's sole financial remedy within the Service Level regime. However, if a failure to meet the Services Levels also constitutes a breach of the Agreement, UBS shall have available to it all other rights and remedies.

8.3 A Multiple Service Level Default shall constitute an irremediable material breach pursuant to clause 10.3(d) of the General Terms and Conditions.

9. Use of AI System

9.1 If the Hardware contains or use any AI System, Supplier shall:

(a) have processes in place to train, test and monitor the AI System, identify any AI Risks, and rectify any related Defects, in accordance with Applicable Laws;

(b) ensure that the AI System, and any AI Data Sets used in the AI System, are made subject to appropriate governance and risk management systems, taking into account the nature and purpose of the AI System;

(c) maintain appropriate Documentation in relation to the AI System, any AI Risks, and traceability of the AI Outputs, to ensure compliance with Applicable Laws. This includes the evidence of implementation of risk mitigants;

(d) ensure that the AI System can be understood and effectively overseen by natural persons, including enabling natural persons to intervene in or deactivate the AI System where necessary;

(e) ensure that the AI Outputs achieve the agreed levels of quality and accuracy (or in the absence of such agreement, levels of quality and accuracy that are appropriate to the Products or Services provided);

(f) promptly notify UBS, giving reasonable details, on becoming aware of any AI Risks or Defects discovered in the AI System;

(g) ensure that UBS Data is not used to train any AI System, except as required to provide the Products or Services under an Agreement.

9.2 Supplier acknowledges that UBS owns all AI Outputs and any IP Rights therein. Supplier shall only access or use AI Outputs to the extent necessary to perform its obligations under the Agreement.

9.3 If Supplier wishes to introduce or substantially change an AI System in the Services or Products (an "**AI System Change**"), it must notify UBS at least 45 days in advance and UBS shall be entitled to accept or reject the AI System Change. If UBS neither accepts nor rejects the AI System Change by the end of the notice period, it shall be deemed to have rejected it. Breach of clause 9.3 by Supplier shall constitute a material breach of the Agreement, pursuant to clause 10.3(d) of the General Terms and Conditions.

9.4 Without prejudice to clause 9.3, in the event of UBS's rejection or deemed rejection of the AI System Change, UBS shall, on Supplier's request, engage in good-faith discussions with a view to finding a mutually acceptable solution in relation to the AI System Change. If no such solution can be found, the rejection shall remain in force.

10. Charges and financial provisions

10.1 Unless otherwise specified in the Supply Order, Charges shall include all costs of manufacture, supply, installation, delivery and off-loading, packaging, freight, labelling, carriage, transport (including if returned), insurance and duties and all costs and contributions required for the proper recycling or disposal of the Hardware and the removal of any parts of the Hardware in the performance of the Hardware Maintenance Services.

10.2 Supplier shall, if requested by UBS and upon reasonable notice, participate in annual pricing and performance benchmarking exercise at no charge to UBS. To that extent, Supplier shall disclose all information reasonably required by UBS.

11. Warranties

11.1 Supplier warrants and represents that:

(a) Hardware conforms in all material respects with its description and Specification;

(b) any Software embedded in or installed on Hardware shall, as at the Delivery Date, be free from any Malware and shall contain such features as are reasonably necessary to prevent Malware or hacks for the duration of the license;

(c) any Updates and Upgrades to Hardware shall be executed as soon as practicable and with minimal disruption to UBS's business, with security patches and fixes in any event being applied without undue delay and with the degree of urgency commensurate with the risk to UBS associated with the security issue; and

(d) at the Delivery Date of the Hardware or the date on which any replacement parts are supplied in respect of Hardware, Supplier has good title to that Hardware and such replacement parts, as applicable, and such title is free of all liens, charges and encumbrances.

12. Hardware Maintenance Services Renewal

12.1 Hardware Maintenance Services shall be provided for the Initial Term as specified in the relevant Supply Order. UBS shall have the right, at its discretion, to extend the Initial Term, or then current Renewal Term as the case may be, for further periods of 12 months from the applicable Expiration Date in accordance with clause 12.6 below. *(NOTE: If the Supply Order indicates that the Agreement is governed by the law of Israel, this sub-clause 12.1 shall not apply.)*

12.2 At least 90 days prior to the applicable Expiration Date, Supplier will notify UBS Contract Manager in writing of such impending expiration.

12.3 UBS will then notify Supplier in writing prior to the applicable Expiration Date if it elects to continue the license for the provision of the Hardware Maintenance Services for a first or subsequent Renewal Term.

12.4 UBS may, at the start of any Renewal Term, reduce the quantity of any Hardware to be maintained or change the Installation Location of any Hardware by giving Supplier 30 days' written notice prior to the Expiration Date of the then current Initial Term or Renewal Term. Supplier may only refuse to provide:

(a) on-site Hardware Maintenance Services where Supplier has no means of supporting Hardware at the new Installation Location; or

(b) Hardware Maintenance Services for Hardware which have been materially changed by UBS without authorization from Supplier.

12.5 UBS may, at any time, increase the quantity of any Hardware in respect of which the Hardware Maintenance Services are to be provided by giving Supplier 30 days' written notice of such increase and there will be a proportionate increase to the Charges, calculated using the same principles (including any agreed discount or rebate structures) set out in the agreed Supply Order, each Party acting reasonably.

12.6 All other terms of the Agreement shall remain unchanged for each and every Renewal Term, save that Supplier may, unless otherwise agreed between the Parties, increase the Charges for the any Renewal Term by the lesser of (i) the consumer price index in the jurisdiction in which UBS is located, and (ii) 5%. Supplier must notify UBS in writing of any such intention to increase the Charges, either in its written notification pursuant to clause 12.2 above or sooner.

13. Reinstatement of Hardware Maintenance Services

13.1 Where UBS's receipt of the Hardware Maintenance Services has lapsed (whether by termination of the provision of such services or of the Agreement, expiry or otherwise) and provided Supplier is still offering services similar to the Hardware Maintenance Services for in respect of the relevant Hardware to any of its other customers, UBS may reinstate receipt of the Hardware Maintenance Services on 30 days' written notice to Supplier. Supplier's maintenance obligations pursuant to clause 2.3 above shall remain unaffected by the any lapsing or reinstatement of the Hardware Maintenance Services.

13.2 The Charges for the reinstated Hardware Maintenance Services shall be at the then current rates for equivalent services, provided that UBS shall not be required to pay any reinstatement charges or other penalties.

14. Divestiture

14.1 Any Divested Business shall, for no additional charge, be entitled to continue to use the Hardware on the terms of the

Agreement for a transitional period of up to 24 months following the divestment and on its own systems or UBS Systems, provided that:

(a) the scope and terms of such use remain otherwise in accordance with the Agreement; and

(b) the Divested Business indicates to UBS in writing that it shall be bound by no less onerous terms than as set out in the Agreement;

14.2 UBS shall remain liable to pay the Charges attributable to the Divested Business' use of the Hardware from the date of divestiture until the shorter of: (i) the Expiration Date; (ii) the 24 month period referred to above; or (iii) until such time as the Divested Business executes a new agreement with Supplier in respect of the Hardware or replacement hardware, which agreement shall be under terms and conditions substantially similar to those of the relevant Agreement.

15. Disputes

15.1 Any dispute arising out of or in connection with the Agreement shall be notified to the other Party in writing, as soon as practicable but in any event within 10 Working Days of the dispute arising, as follows:

(a) first to the manager appointed by each Party, being either the UBS Contract Manager or the Supplier Service Manager (or other agreed designee), who shall, within 5 Working Days of such notice, meet to resolve the dispute; and

(b) failing resolution of the dispute in accordance with clause 15.1(a) above, the dispute shall be escalated to a senior representative of each Party (as identified in the Supply Order), who shall, within 10 Working Days of such notice, meet to resolve the dispute.

15.2 During any dispute resolution process, Supplier shall continue to provide, and shall remain accountable for the provision of the Hardware and Hardware Maintenance Services in accordance with the terms of the Agreement.

16. Termination and Exit Assistance

16.1 UBS shall have the right to terminate any Supply Order in whole or part without cause at any time on not less than 30 days' prior written notice to Supplier, in which event any future deliveries of Hardware under such Supply Order shall be cancelled and/or any Hardware Maintenance Services shall cease by the date as specified in the relevant termination notice. UBS shall have no obligation to pay any cancellation charges.

16.2 On termination of the relevant Supply Order, Hardware shall be managed in accordance with clause 6 above.

16.3 If UBS terminates the Agreement pursuant to clause 10.2(a) (Term and Termination) of the General Terms and Conditions or otherwise for cause, Supplier shall if requested by UBS provide Exit Assistance at no charge to UBS.

16.4 If Exit Assistance is requested by UBS in any other termination or expiration scenario, Supplier shall provide Exit Assistance and UBS shall pay Supplier's reasonable associated charges.

16.5 During the provision of Exit Assistance, Supplier shall continue to provide, and shall remain accountable for the provision of, the Hardware and Hardware Maintenance Services in accordance with the terms of the Agreement.

17. Survival

Further to clause 10.7 of the General Terms and Conditions, clauses 4 (Title and Risk), 6 (Hardware Return), 11 (Warranties) to 17 (Survival) of these IT Hardware Terms shall survive termination or expiration.