Glossary

"Acceptance"	means UBS's acceptance of the relevant Services, including any individual Deliverables, as applicable, or Products in accordance with the relevant Category Terms; and "**Accept**" and "**Accepted**" shall be construed accordingly;
"Acceptance Criteria"	means the criteria to be satisfied to demonstrate that the relevant Services, including any individual Deliverables, as applicable, or Products, as the case may be, have been successfully completed and are capable of Acceptance, as more particularly described in the relevant Supply Order(s) or as otherwise agreed between the Parties;
"Acceptance Tests"	means the tests performed by UBS in relation to Software to determine whether the Software complies with its specification and any relevant Acceptance Criteria;
"Affiliates"	means, in relation to a Party, any entity which controls that Party, is controlled by that Party, or is controlled by an entity which also controls that Party. An entity shall be deemed to control another entity if it holds: (i) at least a majority ownership in the other entity; or (ii) the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise;
"Agile Approach"	means an iterative and incremental approach to the design, development and/or delivery of Services, including individual Deliverables, or Products, as the case may be, which is managed in accordance with a recognized agile project management methodology (such as Agile@UBS), which methodology is specified in the relevant Supply Order;
"Agreement"	means the applicable written contract between UBS and Supplier. An Agreement may incorporate the following documents, where applicable: (i) the relevant Supply Order(s) and any additional documents specified therein; (ii) any applicable Category Terms; (iii) the General Terms and Conditions; (iv) this Glossary; (v) any applicable Policies;
"AI Data Sets"	means data sets that are used to develop, deliver, install or integrate an AI System;
"AI Outputs"	means any decisions, predictions, recommendations, or other output generated by an AI System;
"AI Risks"	any circumstances or risk factors, whether known or foreseeable, relating to the use of AI System in the Products or Services which may adversely affect their behavior or performance, including (i) risks to health, safety, or fundamental rights of users or third parties, and (ii) any bias, prejudice or discrimination against any person or group which is unfair or unlawful;
"AI System"	means a system within any Products or Services that uses machine learning or artificial intelligence to generate AI Outputs;
"Applicable Laws"	means all laws, regulations, governmental, quasi-governmental or published regulatory rules, handbooks, guidelines, bulletins and letters, legislation or subordinate legislation, treaties, directives, by-laws, an order of a court of competent jurisdiction, industry guidelines, official standards or codes of practice, in any jurisdiction, which are: (a) applicable to the provision, receipt or use of the Services, including any individual Deliverables, or Products (including, without limitation, Financial Crime Prevention Laws, Data Protection Laws and Disability Access Laws); or (b) of general application to Supplier and its business;
"Approved Location(s)"	means the location from which Supplier or a Subcontractor is authorized to provide the Services or Products, as the case may be, including any Subcontracted Services (as specified in the relevant Supply Order);
"Archive"	means an electronic repository with restricted access which preserves a Record's Evidential Weight in compliance with applicable law and regulation which is used to retain evidence in an Immutable form and which permits retrieval of evidence when needed. SharePoint or internal shared drives are not Archives. "**Archived**" and "**Archiving**" shall be construed accordingly;
"At Risk Amount"	means the percentage, as specified in the relevant Category Terms, of the monthly Charges (or if the Measurement Window is not a month, the Charges due for the Services in the relevant Measurement Window);
"Auditors"	means any auditors or inspectors that UBS or its Affiliates, or their external auditors or Regulators, may designate;
"Availability"	means, with respect to Cloud Services or Hardware, the total number of hours that the Hardware/Cloud Services are available for productive use by UBS or its Affiliates, as specified in the relevant Supply Order. Availability is expressed as a percentage of the total number of hours in a 12-month period. Availability is calculated as follows: Total hours' availability per annum = 24 hours x 365 Days per year = 8,760 hours of availability. Supplier commits that the Hardware/Cloud Services will be available [99.95]% = 8,760 x [99.95]% = [8,755]. Total hours permitted for non-availability = 8,760 – [8,755] = [5] hours per annum. The calculation excludes any planned down-time expressly agreed in the Supply Order and any down-time caused by UBS;
"BaFin"	has the meaning given to it in paragraph 2 of the Process Agent and IVV Policy;
"Bail-In Legislation"	means: (i) in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-In Legislation Schedule from time to time; (ii) in relation to the UK, Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);

"Bail-In Liability"	means a liability in respect of which the relevant Bail-In Powers in the applicable Bail-In Legislation may be exercised;
"Bail-In Powers"	means: (i) in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, any 'Write-down and Conversion Powers' as defined in the EU Bail-In Legislation Schedule in relation to the relevant Bail-in Legislation; (ii) in relation to the UK, the powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability;
"BCM-Criticality"	means UBS's assessment of the criticality of a Service or any Services for its business continuity purposes;
"BCM-Critical Services/Products"	Means any Services or Products, the BCM-Criticality of which UBS has classified as either: (a) **Tier 1 or T1** (Firm Survival and Obligation), or (b) **Tier 2 or T2** (Business Critical);
"BRRD"	means the Bank Recovery and Resolution Directive 2014/59/EU of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms;
"BCOR Coordinator""	means an individual holding a senior office (and the identified reserve) to whom the overall responsibility is assigned for coordinating Supplier's business continuity and operational resilience and who is responsible for reviewing and approving the BCOR Recovery Plan;
"BCOR Framework"	means a business continuity & operational resilience framework meeting the requirements of paragraph 1 of the Business Continuity & Operational Resilience (BCOR) Policy;
"BCOR Recovery Plan(s)"	means recovery plan(s) meeting the requirements of paragraph 3 of the Business Continuity & Operational Resilience (BCOR) Policy;
"Category I Staff"	means Staff (i) with access to UBS Systems, valuables (e.g. treasury room) or Confidential Information, and (ii) who are issued with a UBS logon ID or a GPN. Typically this will include Staff who provide: (a) Staff augmentation services onsite or offsite, billable (contractor and offshore center); (b) Staff augmentation services onsite, non-billable (supplier account manager); (c) managed services onsite; (d) professional services onsite (e.g. consulting, advisory, audit, legal, facility management for sensitive infrastructure);
"Category III Staff"	means Staff with no access to UBS Systems, valuables or Confidential Information but who are issued with a UBS logon ID or a GPN and are given access to UBS Premises. Typically this will include Staff engaged to provide: (a) Staff augmentation onsite, non-billable (supplier account manager); (b) managed services onsite; (c) professional services onsite (facility management); (d) benefits services onsite (e.g. hair and beauty, fitness, dry cleaning, massage services, physiotherapy, medical, dental); (e) UBS Business University training or executive coaching services;
"Category Terms"	means any of the following, as applicable (available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html): Cloud Services Terms; Construction Services Terms; COTS Software Terms; Goods Terms; IT Hardware Terms, Outsourced Services Terms, Recruitment Services Terms; and Services Terms;
"Charges"	means the charges and fees payable by UBS to Supplier, as set out in the relevant Supply Order;
"Client Identifying Data" or **"CID"**	means any data provided by or relating to UBS clients, prospects or employees (if they are also UBS clients or prospects) which allows the deduction of the existence of a banking relationship with UBS, even if such data does not constitute Personal Data (e.g. if it is data relating to non-natural persons). This includes names, addresses, e-mail and other contact information, account numbers (Stamm/Master) and IP-addresses (depending on context);
"Cloud Services"	means Services provided via the internet, whether through access to dedicated IT resources (i.e. private cloud), shared IT resources (public cloud), or a combination of both (hybrid cloud), plus any associated support and maintenance, as further described in a Supply Order. Cloud Services may include infrastructure-as-a-service (IaaS), a platform-as-a-service (PaaS), software-as-a-service (SaaS), or other services provided remotely over the internet;
"Commercial off the shelf" or **"COTS"**	means, in relation to software, any non-customized software created for specific uses and purposes, which is designed to be user-friendly, readily available for purchase and use and subject to standard license terms. Examples include 'Microsoft Office' products or antivirus software;
"Confidential Information"	means any information, data, materials or documents disclosed or provided to by one Party (a "**Disclosing Party**") to the other Party (a "**Receiving Party**") (including the Supply Order), or which otherwise comes into the Receiving Party's possession, before, on or after the date of this Agreement by any means, and whether or not marked **"Confidential"** and which is of a confidential nature. Confidential Information shall in any case include Personal Data, CID, Unpublished Price Sensitive Information, Confidential Supervisory Information, and any information relating to a Party's business operations, products, processes, plans, know-how, IP Rights, market opportunities, suppliers, clients and customers, sales, systems (including UBS Systems), costs and prices, wage rates, records, finances and personnel. **"UBS Confidential Information"** shall be construed accordingly and shall include Confidential Information of UBS or any its Affiliates;
"Commercial Proposal"	means any writing from the Supplier which, if accepted by UBS, expands the Supplier's commitment to UBS. Examples include (without limitation): offers for new products or services (i.e. draft engagement letters, supply orders or task orders), additional services under an existing agreement, the provisioning of additional staff, new timelines and fee quotations;
"Confidential Supervisory Information" or **"CSI"**	means information that a United States federal or state banking regulator shares with UBS or any of its Affiliates (whether orally or in writing), documents prepared by, on behalf of, or for the use of the regulator in the exercise of its supervisory authority over UBS or any of its Affiliates, and any information derived from such documents;

"Connected Parties"	means any of the following: (a) a spouse of a member of Staff, or any individual considered by national law as equivalent to a spouse; (b) a child (including a child of a spouse) or other individual that is financially dependent on the member of Staff; (c) an individual living in the same household; (d) an individual whose relationship with the member of Staff is such that the member of Staff has a direct or indirect material interest in the provision of the Services or Products; (e) any other individual over whose account the member of Staff has control; (f) any legal entity, partnership or fiduciary institution, or any subsidiary which it directly or indirectly controls, which: i. has a member of Staff in a management position; ii. is controlled directly or indirectly by a member of Staff; iii. has a member of Staff as a beneficiary;
"Controller"	has the meaning given to it in applicable Data Protection Laws. Where the term is not defined in the applicable Data Protection Laws, it shall mean any party which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
"Contract Management Meetings"	means the governance forum described under paragraph 3 of the Vendor Management Framework Governance and Reporting Policy;
"Cosmetic Defect"	means a problem with the Software or Cloud Services which impacts a non-essential function while leaving the essential functions of the Software or Cloud Services intact and operable, or any other problem deemed by UBS to fall into this category;
"Data Protection Claims"	means any claim, proceedings, suit or action by any governmental, regulatory, supervisory or administrative body or by a Data Subject(s) or their representatives, arising from any actual or alleged breach by Supplier of its data protection obligations under the Agreement or any Data Protection Laws;
"Data Protection Laws"	means all Applicable Laws relating to the protection of data, an individual's privacy, banking secrecy, confidentiality, data security, or similar matters in any jurisdiction, which may include the following: (a) the General Data Protection Regulation (2016/679) ("**GDPR**"), the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") and the Directive on Privacy and Electronic Communications (2002/58/EC) and implementing national laws; (b) Federal Law No. 13,709 of 2018 issued by the Brazilian National House of Representatives ("**LGPD**"); (c) The Swiss Federal Act on Data Protection; and (d) The Gramm–Leach–Bliley Act, all as may be updated, amended, supplemented, superseded or replaced from time to time;
"Data Subject"	has the meaning given to it in applicable Data Protection Laws and any equivalent terms under Data Protection Laws (under which 'Data Subject' is not used) shall be construed accordingly;
"Day Rate(s)"	means the rate(s) applicable per day, chargeable in relation to Working Hours on the relevant day, as specified in the relevant Supply Order;
"Defects"	means, collectively or individually, any errors, deviations, faults, omissions or other defects with regard to the functional or technical specification of the relevant Product or Services;
"Definition of Done" or **"DoD"**	means, when using an Agile Approach, the Acceptance Criteria that must be completed or considered 'done' before the work on a Deliverable, any User Story or Minimum Viable Product, as the case may be, can be considered complete;
"Deliverable(s)"	means any output(s) (whether electronic, documentary, tangible or intangible) required to be provided by Supplier to UBS as part of the Services (including as fixed in a tangible medium) as described in the relevant Supply Order. Deliverables may include any bespoke software (or part thereof) created by Supplier for UBS, but shall not include any Software that Supplier licenses to UBS;
"Delivery Date"	means the date by which Supplier is required to perform the relevant Services, including any individual Deliverable(s), and/or deliver the relevant Products, as specified in the relevant Supply Order;
"Delivery Location"	means the location at which Supplier is required to deliver any Products, as specified in the relevant Supply Order;
"Delivery Note"	means the delivery note from Supplier which accompanies the Products showing the date of the relevant Supply Order, the type, code and quantity of Products, special storage instructions (if any) and, if the relevant Supply Order is being delivered by instalments, the outstanding balance of Products remaining to be delivered;
"Disability Access Laws"	means Applicable Laws that establish requirements for certain products/services to meet certain standards to facilitate access by persons with disabilities, including the European Accessibility Act (Directive (EU) 2019/882 (the "EAA"), the Americans with Disabilities Act of 1990 (USA) and any other similar or equivalent Applicable Laws in other jurisdictions, including any accessibility specifications mandated by any such requirements, in each case as may be implemented, amended or updated from time to time;
"Disclosing Party"	has the meaning given to it in definition of Confidential Information;
"Divested Business"	means, as the context requires: (i) any member of the UBS Group company that ceases to be a UBS Affiliate; or (ii) if UBS or any UBS Affiliate sells all or any part of its business to a third party;
"Documentation"	means any documentation, in any form, related to the Services or Products including any specifications, interface information, operating, technical and user manuals such as are necessary to enable a reasonably competent user to receive the benefit and/or make effective use of the Services and/or Products, including the Specification;
"Down-Time"	means, in relation to Cloud Services, a period of time in which the Cloud Services are offline or not available for use in all material respects. Down-Time excludes any planned down-time which is expressly agreed in a Supply Order;
"Due Diligence Process"	means Supplier's processes and assessment criteria for engaging Subcontractors;
"Effective Date"	means the date on which a Supply Order takes effect or is entered into, as specified in each Supply Order;
"EU Bail-In Legislation Schedule"	means the document described as such and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/;

"Evidential Weight"	means, in UBS's sole discretion, where a Record must have its value protected as evidence and therefore requires: (a) Integrity: the content of the Records must be complete and preserved unaltered; (b) Reliability: the origins of the Record must be accurately recorded, and Records accurately represent the transactions, activities and facts to which they attest; and (c) Availability: the Records can be located, retrieved, presented and interpreted in its proper business context;
"Exit Assistance"	means, in the event of expiration or termination of the Agreement, or termination of the Services or the provision of any Products, any activities to be performed by Supplier to transfer or migrate the Services or part of them or the provision of any Products to UBS, its designees or a successor supplier during the relevant period, as may be more particularly described in the Exit Plan, and any other assistance required by UBS as specified in the relevant notice of termination. Exit Assistance includes Knowledge Transfer;
"Exit Plan"	means the plan to be developed and submitted to UBS pursuant to the relevant Category Terms, as indicated in the relevant Supply Order;
"Expenses"	means all of Supplier's out-of-pocket expenses and disbursements, including those relating to transport, accommodation, delivery, packaging and insurance;
"External Staff Category"	means Category I Staff or Category III Staff;
"Expiration Date"	means the date on which a Supply Order expires, as specified in each Supply Order, including, as the context requires, the expiration or termination date of the then current License Term or the term relating to the provision of the relevant Products or Services, whether in respect of an Initial Term or any subsequent Renewal Terms;
"Fatal Defect"	means a problem with the Software that UBS deemed has or will render the Software substantially unusable;
"Financial Crime Prevention Laws"	means Applicable Laws relating to anti-bribery, anti-corruption, fraud, sanctions, tax evasion, money laundering and the prevention of crime;
"Force Majeure Event"	means an event which is beyond the reasonable control of Supplier or UBS and which could not have been (or should have been) avoided or mitigated by the activation of the Business Continuity Plan(s) including an event which falls into one or more of the following categories: (a) strike, lock out or labor dispute (excluding, in all cases, by any Staff or employees of any third party suppliers to Supplier); (b) act of God, fire, flood and storm; (c) war, military action, riot, civil commotion, terrorism; (d) explosion or malicious damage; and provided that mere shortage of materials, equipment, labor or supplies shall not constitute a Force Majeure Event unless this shortage is caused by events or circumstances which are themselves a Force Majeure Event;
"Full Version"	means an Upgrade that comprises a major release and that is not a developer, trial, interim or minor release version of the Software or Cloud Services;
"General Terms and Conditions"	means the UBS's 'General Terms and Conditions', available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html (including the Jurisdiction-specific provisions Annex, where applicable);
"Goods"	means any physical goods or merchandise, excluding Hardware and Software;
"Groupwide Personal Number" or **"GPN"**	means a unique personal identification number issued by UBS;
"Hardware"	means the hardware specified in the relevant Supply Order, which Supplier shall provide in accordance with the terms of the Agreement. Hardware shall include any firmware and/or other operating system Software embedded therein or installed thereon;
"Hardware Failure"	means failure of the Hardware to comply with or perform in accordance with the applicable Specification, including as a result of Defects;
"Hardware Maintenance Services"	means any Services involving the provision of maintenance of, or services in connection with the supply, delivery, installation, support (including the provision of spares and replacement parts) or maintenance of, goods or hardware or any software embedded therein, as specified in the relevant Supply Order;
"Immutability"	means the storage of Records in a manner that ensures their Evidential Weight. Evidential Weight can be achieved by either: WORM storage (as defined by the applicable United States Securities and Exchange Commission SEC regulations); Digital signatures; or a combination of WORM storage and digital signatures and "**Immutable**" shall be construed accordingly;
"Impact Tolerance Limit" or "ITL"	means the maximum permitted period of disruption relating to an Important Business Service, as determined by UBS and as specified in the relevant Supply Order;
"Important Business Service"	means any Services which UBS has indicated to a Regulator will, if disrupted, have the potential to: (a) adversely impact the orderly operation of financial markets; (b) threaten the financial stability of an economy; (c) threaten the financial viability of UBS; or (d) cause intolerable harm to UBS clients in the United Kingdom.
"Industry Standards"	means the best standards and practices observed in the industry for similar services;
"Initial Term"	means, as specified in the relevant Supply Order: (a) in the context of the COTS Software Terms, an initial non-perpetual fixed period in respect of which the Software and/or Software Support & Maintenance Services are provided to UBS; (b) in the context of the Hardware Terms, an initial fixed period in respect of which the Hardware Maintenance Services are provided to UBS;
"Installation Location"	means the location at which Supplier is required to install any Products, as specified in the relevant Supply Order;
"IP Claims"	means all claims, demands, actions, proceedings against UBS or its Affiliates, or their respective employees, agents, contractors or suppliers, relating to any actual or alleged infringement of any third party's IP Rights arising from or in connection with the receipt, use or possession of any Services, including any individual Deliverable(s), or Products under the Agreement;

"IP Rights"	means any intellectual property or proprietary rights, whether registered or unregistered, legal or beneficial, including, without limitation, copyrights, patents, trade secrets, trademarks and database rights;
"ISO"	means International Organization for Standardization;
"Iteration"	means, when using an Agile Approach, the process pursuant to which the requirements for a given Deliverable, User Story or MVP, as the case may be, are developed, tested and completed and made ready for review, with a defined timeframe and a defined output as specified in the Supply Order;
"Iteration Review"	means, in respect of an Iteration, a joint review between UBS and Supplier to assess the output of that Iteration in terms of the achievement of each given Deliverable, User Story or MVP 's against: (i) UBS's requirements; the respective DoD and any other defined outcomes and objectives, for such Deliverable, User Story or MVP;
"IVV"	has the meaning given to it in paragraph 3 of the Process Agent and IVV Policy;
"IVV Relevant Staff"	means member of Staff directly involved in the provision of the Services or Products to UBS ESE and whose remuneration (or part thereof) is variable;
"Key Performance Indicators" or **"KPIs"**	means those metrics or measures identified as such in the relevant Supply Order, which are used to indicate and evaluate whether the Services are being performed or Products provided in accordance with the Agreement;
"Key Personnel"	means the Supplier Service Manager, Supplier Key Account Manager, the Business Continuity Management Coordinator, and other Staff identified as Key Personnel in the relevant Supply Order;
"Knowledge Transfer"	means activities designed to impart detailed information from Supplier to UBS, its designees or successor supplier about the Services or Products provided under the Agreement. This includes training and documentation that is designed to enable UBS, its designees or successor supplier to assume the delivery of the services or products in replacement to the Services or Products without disruption or degradation. Knowledge Transfer activities include 'shoulder to shoulder' training, which is informal training with the specific intent of developing skills or knowledge working side by side with Supplier;
"KPI Effective Date"	means the date from which the relevant KPI is effective, being either the Effective Data or other subsequent date (e.g., Effective Date + 3 months) as specified in the relevant Supply Order;
"KPI Target"	means the expected level of service to be achieved in respect of each KPI, expressed as a percentage;
"KWG"	has the meaning given to it in paragraph 2 of the Process Agent and IVV Policy;
"Legal Hold"	means the process by which a Party satisfies its obligation to preserve information in connection with actual or anticipated litigation. The scope of the Legal Hold includes all information potentially relevant to the litigation, and is typically defined in terms of custodians, timeframe, and data sources. A Legal Hold also refers to the status of the information being held as a result of this process (i.e. "this information is subject to a Legal Hold");
"License Term"	means, in the context of the COTS Software Terms and as specified in the relevant Supply Order, the duration of the relevant license grant;
"Losses"	means all losses, liabilities, claims, settlements, damages, penalties, fines, expenses, and costs (including, without limitation, reasonable legal fees and disbursements);
"Maintenance Hours"	means the hours during which the Hardware Maintenance Services will be provided, as specified in the relevant Supply Order;
"Malware"	means any malware including software viruses, trojan horses, worms, time bombs, logic bombs, trap doors, backdoors, cancelbots, spyware, botnet nodes, keyloggers, rootkits, drop dead device or any other computer code, files or programs designed to permit unauthorized access, disrupt, interrupt, disable, damage, destroy or limit functionality of any software, hardware or data or system;
"Material Defect"	means a problem with the Software or Cloud Services that in UBS's opinion has or will limit the use of the Software or Cloud Services;
"Measurement Definition"	means the description of how the relevant Service Level or KPI, as applicable, is to be constructed and performance measured, as set out in the relevant Supply Order;
"Measurement Window"	means the period, e.g. monthly, weekly, quarterly, over which each Service Level and KPI, as applicable, is monitored and measured as set out in the relevant Supply Order;
"Metadata"	means structured information on the type and content of the Record to enable their management, searchability and retrieval;
"Minimum Viable Product" or **"MVP"**	means the version of a Deliverable or Product with sufficient features to be usable by customers and to validate such Deliverable or Product's further use and/or development;
"Multiple Service Level Default"	means where multiple Service Level Defaults occur in a specified period as set out in the relevant Supply Order;
"OCRA-relevant Services"	means Services in respect of which UBS determines that an Operational Consolidated Risk Assessment (OCRA; formerly 3PISA) is required to assesses the information security management systems of third parties and any deficiencies in those systems;
"Onboarded Staff"	means Staff who are provided with a GPN and UBS email address;
"Open Source Software"	means any object code or Source Code: (i) which is licensed under any form of open-source license meeting the 'Open Source Initiative's Open Source Definition as may be amended, revised or updated from time to time; or (ii) that is distributed with unfettered access to its Source Code (or any part thereof) and where the recipient is placed under an obligation to ensure that any further distribution of the Software (and Source Code of Software derived from such Software, if required by the applicable open source license) takes place on the same or similar terms;
"Operational Event"	means any event or incident (including any Force Majeure Event) that adversely impacts the operations of Supplier (or any party operating on Supplier's behalf) and its ability to provide any Products or Services;
"Outsourced Services"	means any Services involving the performance of a process, a service or an activity on an ongoing basis that would otherwise be undertaken, whether directly or indirectly, by UBS itself, as determined by UBS;
"Overtime"	means any hours worked by Staff on a day in excess of: (a) in general, the agreed Working Hours; or (b) with respect to consulting or professional services, 11 hours, such that Day Rates for such services shall be deemed to include any Overtime up to a total of 11 hours worked on any day;
"Party" or **"Parties"**	means the parties to the Agreement, as identified in the relevant Supplier Order;

"Permitted User"	means, in the context of the COTS Software Terms or the Cloud Services Terms: (i) all directors, officers, employees, workers, consultants, contractors and clients of UBS or its Affiliates, whether full time, part time or fixed term, or (ii) other third party suppliers of UBS or its Affiliates, in either case as may be selected by UBS as requiring to have access to the Software or the Cloud Services (as the case may be), which may include any automated solution deployed by or on behalf of UBS, or (iii) any other required users of the Software or Cloud Services as described in the relevant Supply Order;
"Personal Data"	means any personal data (as such term is defined in Data Protection Laws) relating to: a) UBS Persons; or b) UBS Group's suppliers (including prospective suppliers); or c) clients (including prospective clients); or d) other natural persons who interact with UBS Group;
"Personal Data Breach"	means any unlawful or unauthorized destruction, loss, alteration, disclosure of, or access to, Personal Data, or any failure to comply with the terms set out in the Data Protection Policy, whether intentional or unintentional;
"Policy"	means any of the UBS policies relating to suppliers, which are available at: https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html as updated from time to time. "**Policies**" shall be construed accordingly;
"Pool Allocation"	means the percentage or proportion of the overall pool of 200% of the At Risk Amount which is payable as a Service Credit in the event of a Service Level Default, the relevant percentage for each Service Level being set out in the 'Service Level Matrix' in the relevant Supply Order in the column headed "Service Level Credit Pool Allocation";
"Process"	means the carrying out of any operation or set of operations in relation to data, including, without limitation, storing, accessing, recording, copying, holding, organizing, modifying, adapting, altering, retrieving, combining, transmitting, disclosing or destroying (and **"Processes"** and **"Processing"** shall be construed accordingly);
"Processor"	has the meaning given to it in the applicable Data Protection Laws. Where such term is not defined in applicable Data Protection Laws it shall mean the Party which processes Personal Data on behalf of the Controller;
"Product(s)"	means any Software, Hardware or Goods or other products provided by Supplier pursuant to a Supply Order;
"Public Official"	means any appointed or elected official, or any employee or other person acting in an official capacity for any of the following: (a) a local, regional, or national government; (b) any supranational body that has the authority to make and the power to enforce laws (including the EU); (c) a government agency, department or instrumentality; (d) a state-owned entity; (e) a political party; (f) a public international organization (e.g., the United Nations or World Bank); (g) a judicial body. Public Officials also include (i) candidates for public office or political party positions and members of a royal family. Where known, any person having a family or personal relationship with, or who is a close associate (e.g., a key business colleague, personal advisor, or owning/controlling legal entity) of, any person falling into any of the above categories or roles also shall be treated as a Public Official;
"Receiving Party"	has the meaning given to it in definition of Confidential Information;
"Record(s)"	means any information, document or material created, received, and maintained as evidence of UBS's business activities, transactions performed, results achieved, events that have occurred, or statements made that UBS is required to retain pursuant to applicable data retention laws or regulations, or policies;
"Recovery Point Objective (RPO)"	means, where an Operational Event has the potential to have an adverse impact on any data Processed by Supplier in connection with any Products or Services, the maximum amount of data – as measured by time – that can be lost after an Operational Event;
"Recovery Time Objective" or **"RTO"**	means the metric that specifies the maximum amount of time that can elapse before Services and/or Products or their dependencies must be restored to the agreed service level;
"Regulator"	means any regulatory or law enforcement agency, authority, instrumentalities or legislative body, or any regulatory or self-regulatory organization (whether established by legislation or otherwise) having jurisdiction over UBS, any of UBS's Affiliates or Supplier, in any relevant territory, including to supervise, regulate, investigate, or influence the matters dealt with in the Agreement (including any supranational bodies such as the European Union or the European Central Bank);
"Regulatory Liabilities"	means: (a) any fines, penalties, interest or sanctions imposed on, or claimed against, UBS or any of its Affiliates as a result of: (i) Supplier's or any Subcontractor's failure to comply with Applicable Laws; or (ii) any act or omission by Supplier or its Subcontractors or other failures, to the extent such act, omission or failure causes UBS or any of its Affiliates to be in breach of any Applicable Laws; (b) any further costs or expenses incurred by UBS or any of its Affiliates to investigate and deal with any regulatory investigation or finding, or in meeting additional requirements imposed by a Regulator as a result of such breaches or failures such as breach notification and credit monitoring services, excluding any Losses arising out of any Data Protection Claim or any Security Breach;
"Relevant Affiliates"	means any Affiliates of Supplier involved in the provision of Services and/or Products;
"Relevant Resolution Authority"	means a Regulator with the ability to exercise any Bail-in Powers in relation to a UBS Bail-In Party;
"Relief Event"	means: (a) a failure by UBS to provide inputs to Supplier within a reasonable period of time following Supplier's request or in accordance with a requirement stated in a Supply Order; or (b) any inaccurate inputs supplied by UBS upon which Supplier relies in performing the Services and/or providing the Products, and which Supplier could not reasonably have appreciated or known were

	inaccurate;
"Remote Access"	means secure access to the UBS systems and networks by Staff via approved UBS technology and authorized devices only;
"Renewal Term"	means, in the context of the applicable Category Terms, either the first period of 12 months by which the Initial Term is extended and each subsequent period of 12 months by which any Renewal Term is extended;
"Resolution-Critical Activities"	means activities, functions or services performed by a person or entity that is not UBS or one of its Affiliates, the failure, termination or discontinuation of which activities, functions or services would, in UBS's determination, lead to the collapse of or present a serious impediment to the performance of UBS's or its Affiliates' critical functions or core business lines, or any material component of such critical functions or core business lines, where: • *"**critical activities**" means activities, services or operations the discontinuance of which, in UBS's determination, is likely to lead to the disruption of services that are essential to the real economy or to disrupt financial stability due to the size, market share, external and internal interconnectedness, complexity or cross-border activities of UBS or any of its Affiliates, with particular regard to the substitutability of those activities, services or operations; and* • *"**core business lines**" means business lines and associated services which, in UBS's determination, represent material sources of revenue, profit or franchise value for UBS or any of its Affiliates.* Vendors/ Contracts are not considered as resolution critical if the underlying services are easily substitutable (i.e. can be sourced at short notice from other vendors), are one-off services or if by their nature they would need to be renegotiated in a resolution situation (e.g. insurance policies). Travel services, consulting, recruitment and training services are generally not considered as resolution critical while rental and lease contracts should allow for sufficient flexibility in resolution. The Supply Order will indicate whether the Services or Products (or any part thereof) constitute Resolution-Critical Activities;
"Resolution Time"	means the Response Time plus the time required for Supplier to bring the Hardware to proper operating condition and includes any time taken by Supplier to run all applicable diagnostics to confirm there is no indication of hardware malfunction. The Resolution Time shall not exceed in total 6 hours;
"Response Time"	means the response time as set out in the relevant Supply Order under the section headed "Service Levels and Service Credits";
"Restricted Country"	means any jurisdiction with banking secrecy laws or regulations that restrict cross-border access or transfer of records and data containing CID (including but not limited to Switzerland, Luxembourg, Monaco, Jersey, Singapore, China, Korea, Bahamas, Bermuda, Canada, and Cayman) as updated from time to time;
"Restricted Party"	means a person, entity or any other party, including, without limitation, official or de facto authorities: (a) located, domiciled, resident, incorporated or operating in a Sanctioned Country; or (b) subject to any sanctions lists administrated by any Sanctioning Authority; or (c) owned or controlled by any person, entity or any other party as defined in (a) or (b) above. "**Restricted Parties**" shall be construed accordingly;
"Restricted International Transfer"	means a transfer of, or provision of access to, Personal Data: (a) from a country which has Data Protection Laws that imposes restrictions on extra-territorial transfers of Personal Data; and (b) to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Laws of the country of export;
"Retention Category"	describes, for each business activity in UBS's retention schedule, the evidence required to be retained or information (with Personal Data) where specific retention requirements or limitations apply. Each Retention Category is linked to rules which are derived from Applicable Laws or from explicit business needs. The rules define the trigger event and the Retention Period requirements for "global rule" or per "jurisdiction" (if different from global rule). These requirements are shown per Retention Category in UBS's retention schedule;
"Retention Period"	means the period of time that a. any Record must be retained in Immutable form in Archive before it is disposed of, or b. for how long UBS Information containing Personal Data may be retained;
"Risk-Sensitive Staff"	means any Staff which UBS determines to be in a risk-sensitive position (e.g. a person who is granted privileged access to UBS Systems or UBS Data);
"Sanctioned Country"	means any country/region subject from time to time to any sanctions and/or trade embargoes administrated by any Sanctioning Authority, as well as any other country notified by UBS as being a Sanctioned Country. Currently, these are the Crimea Region, Luhansk Region, Donetsk Region, Kherson Region, Zaporizhzhia Region, Cuba, Iran, North Korea, and Syria;
"Sanctioning Authority"	means any authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, the United States of America (Office of Foreign Assets Control of the US Department of Treasury), the United Kingdom and in any other applicable country as notified by UBS from time to time;
"Security Breach"	means any breach of the information security requirements or of any other security obligations of Supplier as set out in this Agreement, including, if applicable, the Cyber and Information Security (CIS) Annex or any superseding Cyber and Information Security (CIS) Policy;
"Service Level Effective Date"	means the date from which the relevant Service Level takes effect, being either the Effective Date or other subsequent date (e.g., Effective Date + 3 months) as specified in the relevant Supply Order;
"Service Credits"	means the amounts that UBS is entitled to receive either: as a refund of Charges paid, as a direct payment, or as set-off against future invoices, as more particularly described in the relevant Supply Order(s) and calculated as follows: *Service Credit = A x B x C* *Where:* *A = monthly Charges.* *B = At Risk Amount (%)* *C = Service Level Credit Pool Allocation (%) for the Service Level for which the Service Level Default occurred.*

	Assume: (i) monthly Charges for the month in which the Service Level Default occurred were $1,000,000 (A); (ii) the At-Risk Amount is 15% (B); and (iii) Service Level Credit Allocation Percentage is 10%. The Service Credit due to UBS for such Service Level Default would be: $1,000,000 x 15% x 10% = fifteen thousand dollars ($15,000);
"Service Level(s)"	means the minimum standards, utilizing the Key Performance Indicators, to which Supplier shall provide the Services (if any), as more particularly described, as applicable, in the 'Service Level Matrix' and/or the 'Key Performance Indicator Matrix' in the relevant Supply Order(s);
"Service Level Default"	means: (a) when performance of a specific Service Level fails to meet its 'Service Level Target'; or (b) a failure by Supplier to measure a Service Level in accordance with the Measurement Definition;
"Service Level Target"	means the expected level of service to be achieved in respect of each Service Level, expressed as a percentage;
"Services"	means any services to be provided by Supplier under the Agreement, including any Exit Assistance, as more particularly described in the relevant Supply Order. The Services may include, without limitation, recruiting services, IT services, professional services, market research, consultancy services, software development and Outsourced Services;
"Severity 1"	means any incident or problem (which, in the context of Hardware provision, means a Hardware Failure) which: (i) severely impacts UBS's production and/or profitability; or (ii) will or is very likely to severely impact UBS's production, including operations or development, and/or profitability within several days, as may be more particularly described in the relevant Supply Order;
"Severity 2"	means any: (i) high–impact incident or problem where production is proceeding but in a significantly impaired fashion ; or (ii) time sensitive issue important to long-term productivity that is not causing an immediate work stoppage, as may be more particularly described in the relevant Supply Order;
"Severity 3"	means important issue, which does not have significant current productivity impact for UBS, as may be more particularly described in the relevant Supply Order;
"Significant Services"	means any services designated by UBS as material outsourcing, critical risk or high risk arrangements in accordance with Applicable Laws or UBS' outsourcing or third-party risk management policies and procedures;
"Software"	means the software to be licensed by Supplier to UBS as described in the Supply Order, including all third party components or products (including embedded software) and all Support Modifications;
"Software Support & Maintenance Services"	means the services provided by Supplier to maintain and support the Software, including, as the context requires: English (unless otherwise specified) language support desk (with hours of coverage e.g. 24x7, UK 24x5 etc.); named point of contact; regular reports/updates on tickets raised and status; provision of Support Modification; Upgrade planning support; root cause analysis on Severity 1 and Severity 2 incidents or problems; escalation path for unresolved incidents or problems; remote diagnostics; on-site support for unresolved Severity 1 incidents or problems, as more particularly described in the relevant Supply Order;
"Source Code"	means (A) electronic and hard copy versions of the set of human readable, higher level programming language instructions or statements in which the Software was written; (B) any icons, graphics, sound files, database schemas, configuration files or other resources which form part of the Software; and (C) any additional documents and information as UBS may reasonably require to maintain, modify, alter, upgrade, develop or enhance the Software or any part thereof;
"SOX-Relevant Services/Products"	means any Outsourced Services, any Significant Services or any Products, which directly or indirectly impact the completeness, accuracy, validity, restricted access, or timeliness of the consolidated annual 20-F or quarterly 6-K financial reporting from UBS Group AG or UBS AG to the United States Securities and Exchange Commission (SEC) (i.e. financial statements and accompanying disclosure notes), prepared in accordance with International Financial Reporting Standards (IFRS), as indicated in a Supply Order;
"Specification"	means the requirements set out or referred to as the "Specification" or "Specification Requirements" in the relevant Supply Order;
"Staff"	mean any natural persons who provide any part of the Services on Supplier's behalf, including employees, contractors, freelancers or temporary personnel engaged by Supplier, its Subcontractors or by any of Supplier's Affiliates;
"Staff Declaration"	means the declaration form relating to confidentiality and related matters that is applicable to the jurisdiction in which the relevant member of Staff is located, available at: https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html;
"Staff Vetting Declaration Form"	means the UBS-prescribed vetting form that is required to be completed by any Onboarded Staff before they can be onboarded onto UBS Systems or premises;
"Subcontractor"	means a person, firm or entity which provides Subcontracted Services, and which: a) UBS regards those Subcontracted Services as a regulated outsourcing arrangement, or as business critical; b) those Subcontracted Services are regarded under Applicable Laws or by a Regulator as critical services (including ICT services under the Digital Operational Resilience Act); or c) processes, stores, uses or has access to any of the following: i. Client Identifying Data; ii. Personal Data; iii. Unpublished Price Sensitive Information; iv. non-public financial risk or operational risk information of UBS; or v. information classified internally by UBS as 'confidential' or marked as 'confidential'.;
"Subcontracted Services"	means portions or elements of the Services provided by Supplier, or provided directly to UBS on Supplier's behalf, which are specific to the delivery of the Services and are not activities or services that support Supplier's business generally (such as premises, telecommunication services and facilities support). Subcontracted Services shall in any event include: (i) cloud hosting or storage; (ii) data center outsourcing; and (iii) document management, document destruction or archiving;
"Supplier"	means the entity contracting with UBS, as described in the Agreement or Supply Order. "**You**" and "**your**" shall be construed accordingly;
"Supplier IDTA"	means UBS's standard contractual terms governing the transfer of Personal Data to Processors established in third countries;
"Supplier Key Account Manager"	means Supplier's key account manager for the purpose of VMF, responsible for managing the global relationship with UBS (communication, escalation, decision), and who will work with the UBS VRM;

"Supplier Materials"	means the templates, documents, information or other materials provided by Supplier to UBS as part of and to supplement the provision of the Services and Products, including all Documentation;
"Supplier's Process Agent"	has the meaning given to it in paragraph 2 of the Process Agent and IVV Policy;
"Supplier Senior Executive"	means Supplier's senior executive nominated to work with the UBS Executive Sponsor for the purposes of VMF;
"Supplier Service Manager"	means Supplier's appointed manager of the provision of the Services, as identified in the relevant Supply Order, who will: (a) represent and co-ordinate communications between the Parties; and (b) for the purpose of VMF, be responsible for managing the governance and implementation of the Agreement (including the tracking of Deliverables, escalations and decisions);
"Supplier Terms"	means with regard to the Agreement, whether collectively or individually: (a) all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties, pertaining to the Services; or (b) any terms of service, terms of use, or different or additional terms or conditions presented or referred to by Supplier (including any terms and conditions contained in any quotation, invoice or other document issued by Supplier or on Supplier's behalf to UBS);
"Supply Order"	means the supply order, task order, statement of work, order form or similar document – or where there is no such separate document, the relevant parts or clauses in the Agreement – describing the Services or Products to be provided by Supplier. The UBS templates described as 'Standalone Supply Order', 'Master Supply Order' or 'Sub-Supply Order' shall be deemed Supply Orders;
"Supplier Third Party"	means a person, firm, entity or Affiliate of the Supplier which has a business relationship with the Supplier, which would reasonably be considered to support Supplier's business generally or to be relevant to the functioning of the Supplier's service delivery to the Supplier's customer base globally (such as premises, telecommunication services and facilities support);
"Support Modifications"	means any bug fixes, patches, Updates, Upgrades, releases, enhancements, revisions to Software or Cloud Services and any other software programs created or provided by Supplier pursuant to or in the course of the providing Software Support & Maintenance Services or Cloud Services;
"TBTF Contracting Party"	means any third party that purchases or otherwise succeeds to any or all of the business or assets or shares of UBS or any of its Affiliates in connection with a TBTF Event;
"TBTF Event"	means the ordering of protective measures, the institution of restructuring, resolution or liquidation proceedings as well as the enactment of any restructuring or resolution plan or any other implementation, complementary or ancillary measures in relation to such proceedings, each with regard to UBS or any of its Affiliates and arising pursuant to bankruptcy, insolvency, liquidation, receivership, conservatorship, 'too big to fail', 'recovery and resolution', 'special administration', or analogous applicable law or regulation in any jurisdiction;
"TBTF New Affiliate"	means any new Affiliate of UBS created as a result of or in connection with a TBTF Event;
"TBTF Regulator"	means, in relation to a TBTF Event, the lead Regulator in respect of such TBTF Event;
"Terms and Conditions"	means the UBS General Terms and Conditions, available at: https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html;
"Trigger Event Date"	means the start of the Retention Period;
"UBS"	means the relevant contracting entity from the UBS Group, as identified in the Agreement or Supply Order, and "**we**", "**us**" and "**our**" shall be construed accordingly;
"UBS Bail-In Party"	means a UBS entity whose liabilities may be subject to the Bail-In Powers;
"UBS Catalogue"	means UBS's e-procurement platform (currently running on 'SAP Ariba' and 'ServiceNow') that allows UBS's internal users to create requisitions for goods and services available in the catalogues, which are either hosted directly on the e-procurement platform or linked to a punchout site;
"UBS Contract Manager" or **"UBS CM"**	means the UBS-appointed contract manager, as identified in the relevant Supply Order, who will represent and co-ordinate communications between the Parties, including for the purposes of VMF;
"UBS Data"	means the data described as such in the Supply Order, or any data of UBS Group;
"UBS ESE"	means UBS Europe SE and any of its branches;
"UBS ESE Material Outsourced Services"	has the meaning given in section 25b (1) of the German Banking Act;
"UBS ESE Material Subcontractor"	means a Subcontractor that provides or supports any Services that are critical or important for UBS ESE;
"UBS Group"	means UBS Group AG and its Affiliates from time to time;
"UBS Information"	UBS Information means any data provided by or on behalf of UBS in connection with the Services or Products, including any data relating to UBS clients, prospects or employees, as specified in a Records Management Appendix to the Agreement. This excludes publicly available information from legitimate sources and data of Supplier;
"UBS Materials"	means such templates, documents, information, data, logo files or other materials provided by UBS to Supplier in order for Supplier to perform the Services;
"UBS Persons"	means natural persons affiliated to UBS to include (i) active and non/active internal employees and external staff; (ii) former internal employees and external staff; (iii) active candidates in the hiring process, rejected candidates or passive candidates; (iv) other third parties such as relatives, emergency contact persons to the extent disclosed. UBS Persons shall be construed so as to also include mentioned individuals of UBS Group;
"UBS Strictly Confidential Information"	means: (a) Client Identifying Data unless relating to clients (including prospective clients) of the 'UBS Investment Bank' or 'UBS Asset Management' business divisions; (b) information or data relating to investigations conducted by, on behalf of or relating to UBS; (c) cryptographic master keys used to protect UBS Strictly Confidential Information or UBS Systems classified by UBS as requiring trusted integrity or guaranteed integrity; and (d) any other information or data classified by UBS as 'UBS Strictly Confidential Information';
"UBS Systems"	means (if not defined otherwise in the Agreement) any software, hardware, telecommunications or other systems or equipment owned by UBS or its Affiliates, or licensed, leased or provided as a service by a third

	party to UBS or its Affiliates;
"UBS VCM"	means UBS's vendor contract manager for the purposes of VMF;
"UBS Vendor Relationship Manager" or **"UBS VRM"**	means UBS's vendor relationship manager for the purposes of VMF;
"Unpublished Price Sensitive Information"	means any of the following information, whether relating to UBS, its Affiliates or any of its or their clients (including prospective clients) or counterparties or other third parties: (a) unpublished information (i.e. information which has not been disseminated to the public via a broad means, such as the news media, press releases, financial publications, wire services or public disclosure statements or the internet), including unpublished CID; (b) information in respect of a company's profit projections, dividend intentions, forthcoming issues (whether primary or secondary), potential bids or corporate restructuring; and (c) UBS internally-generated information such as the intentions and dealings of fund managers, market makers' positions, pre-publication research recommendations; which relates, directly or indirectly to a particular security, debt security or other financial instrument of any kind and any related derivative or to a particular legal entity or other party which has power to issue or has issued security, debt security or other financial instrument of any kind and any related derivative or a shareholder or officer of that legal entity, is specific or precise and would reasonably be expected to have a material effect on the market price of those security, debt security or other financial instrument of any kind and any related derivative or on the market price of related security, debt security or other financial instrument of any kind and any related derivative, if published;
"Up-Time"	means, in relation to Cloud Services, a period of time in which the Cloud Services are online and available for use in all material respects;
"**Updates"**	means any modifications, refinements, updates, corrections, improvements and enhancements to, as applicable, any Software, Hardware or Cloud Services that do not constitute an Upgrade and do not result in a new version or release, including any security patches and fixes;
"**Upgrades**"	means any modifications, refinements, updates, corrections, improvements and enhancements to the Software or Cloud Services (as applicable) resulting in a new version or release, including any software or cloud service introduced by Supplier as a replacement for the Software or Cloud Services, including any security patches and fixes;
"User Story" or **"Story"**	means a set of requirements agreed between the Parties and documented in the relevant Supply Order, which may be phrased in a particular way that focuses on the role /persona and the desired outcome, which together constitute the requirements for a given Deliverable. Each User Story has an associated DoD;
"Vendor Management Framework" or **"VMF"**	means UBS's vendor management framework, as further detailed in the Vendor Management Framework Governance and Reporting Policy;
"Vendor Relationship Meeting"	means the governance forum described in the Vendor Management Framework Governance and Reporting Policy;
"Vetting"	means the process used to vet Staff in accordance with the Vetting Check Requirements and Vetting Specifications, and **"Vetted"** shall be construed accordingly;
"Vetting Check Requirements"	means the applicable Vetting requirements, as described in the Vetting Policy;
"Vetting Service Provider"	means a service provider to UBS (including any of the Vetting Service Provider's Subcontractors) conducting Vetting on UBS's behalf;
"Vetting Specifications"	means UBS's Vetting requirements reflecting local legal and regulatory restrictions, which may include the Vetting Check Requirements;
"Warranty Period"	means the period specified as such in the relevant Supply Order;
"Working Day"	means, unless stated otherwise in a Supply Order, any day between Monday and Friday (inclusive), except for public holidays in the jurisdiction in which the Services are performed;
"Working Hours"	means: (a) 8 hours or more (as may be agreed in the relevant Supply Order or as specified in the relevant Category Terms) on any day; or (b) for consulting Services, 11 hours or more (as may be agreed in the relevant Supply Order) on any day, excluding travel time, and as aligned to the hours worked by the local UBS team or as otherwise agreed between the Parties for the relevant time zone;