

Service Specific Terms - SaaS Services**1. DEFINITIONS**

Data Format: a commercially reasonable, readily available, industry standard and comprehensible electronic format or as may be agreed between the parties

Documentation: user or operating manuals relating to the SaaS Services giving accurate, complete and comprehensible information sufficient for a reasonably competent user to access and use all of the functions of the SaaS Services

SaaS Services: any subscription based solution to be provided under this Agreement including (a) any computer hardware, consumables, operating systems, firmware, telecommunications, networking, routing, cabling, power supplies, electrical or other infrastructure equipment that is used as a platform to host the solution and HSBC Information or is otherwise used in connection with the solution, (b) all computer software and programs developed and/or used by Supplier or any Supplier Personnel in providing the solution which are deployed on the equipment referred to in (a) above and/or are accessed and used (directly or indirectly) as part of the solution, (c) all equipment and storage media used for housing, serving, and maintaining HSBC Information and (d) the information or data accessible on or through such solution

1 **Service Output:** any output generated by or as a result of the SaaS Services or is delivered by or on behalf of Supplier under this Agreement

2 **Update:** any additional or amended software or other material (including a patch or fix) which corrects bugs or errors in the SaaS Services and any other update, amendment, upgrade or enhancement to the SaaS Services that is generally made available to Supplier's customers

2. RIGHTS AND USAGE

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

- (a) implement, configure and Use the SaaS Services in accordance with this Agreement during the Term;
- (b) Use the Service Outputs in accordance with this Agreement on a perpetual basis; and
- (c) Use the Documentation during the Term.

2.2 If HSBC has underpaid any Charges and/or any HSBC Group Member has used any SaaS Services, Service Outputs 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.

2.3 If a HSBC Group Member requires a direct agreement with the Supplier, Supplier will enter into an agreement with the HSBC Group Member confirming that the terms of this Agreement apply and including any additional provisions required by any Applicable Laws.

3. RIGHTS AND OBLIGATIONS

3.1 HSBC shall be account administrator for the SaaS Services and may create all applicable accounts.

3.2 Supplier shall:

- (a) provide the SaaS Services, Service Outputs and Documentation in a manner accessible from any network connection;
- (b) supply nominated HSBC Personnel with login details, passwords and such other information reasonably required for implementation, configuration, remote access and use of the SaaS Services and the Use of the Documentation and Service Outputs;
- (c) not introduce Open Source Software into any HSBC system or send or store any unlawful data or material; and
- (d) ensure that the SaaS Services not contain:
 - (i) any software to which separate third party terms apply except as listed in the Call-Off; or
 - (ii) anything capable of deleting HSBC Information, restricting access to the SaaS Services or otherwise rendering any element incapable of unfettered Use (other than passwords).

4. HSBC INFORMATION

4.1 Supplier shall:

- (a) provide each HSBC Group Member with continuous access to all HSBC Information in the Data Format and ensure that any formatted HSBC Information remains a complete and accurate copy;
- (b) ensure that no HSBC Information is deleted or altered, except by or upon written instruction from HSBC or in accordance with this Agreement, or accessed by any third party
- (c) monitor requests for replacement passwords, login details and other information and immediately report any suspicious or unusual request(s) to HSBC;
- (d) encrypt, or enable HSBC to encrypt, HSBC Information; and
- (e) following termination, provide to HSBC a complete copy of all HSBC Information in the Data Format and not destroy any HSBC Information until HSBC has confirmed in writing that it has a complete copy.

5. WARRANTIES

5.1 Supplier warrants, represents and undertakes that the SaaS Services shall operate substantially in accordance with this Agreement.

6. SUPPORT

6.1 Supplier shall support and maintain the SaaS Services during the Term and, as a minimum, shall:

- (a) monitor performance of the SaaS Services and promptly notify HSBC of any defect, error or performance failure;
- (b) make suitably qualified representatives available to respond to technical queries;
- (c) subject to paragraph 7, provide and implement all Updates;
- (d) keep current and available the relevant Documentation; and
- (e) maintain such information or data as may be required to facilitate access and use of the SaaS Services.

7. UPDATES

7.1 Supplier shall discuss its development roadmap and expected Updates with HSBC at least every 3 months, use reasonable endeavours to accommodate HSBC's suggested improvements and keep HSBC regularly informed of its implementation progress.

7.2 Supplier may make reasonable changes to the SaaS Services and/or Documentation provided that:

- (a) Supplier has given HSBC not less than 60 days' prior written notice of the change and has provided a test version;
- (b) such change does not:
 - (i) reduce performance, functionality, security or compatibility with HSBC systems;
 - (ii) reduce any Service Level, Service Credit or HSBC right; or
 - (iii) increase the applicable Charges or require a material investment in HSBC systems.

7.3 If in HSBC's reasonable opinion any change violates paragraph 7.2, HSBC may object in writing and terminate this Agreement if the change is not remedied within 30 days of such notice.

7.4 Supplier shall carry out maintenance and deploy Updates within agreed maintenance windows except for emergency maintenance carried out with HSBC's prior written consent.

8. PENETRATION TESTING

8.1 Supplier shall conduct third-party penetration testing and vulnerability scanning of the SaaS Services, including evidence of data isolation in any multi-tenant services, and provide HSBC with a summary report upon request.

8.2 HSBC may conduct (or appoint a third party to conduct) vulnerability and penetration testing of the SaaS Services.

8.3 If any penetration testing identifies a security failure or that Supplier has failed to perform its obligations under this Agreement, HSBC may require Supplier to rectify the relevant failures.

