

Platform Terms & Conditions

1. These Platform Terms (“Platform Terms”) are incorporated into and constitute a part of the Master Services Agreement (the “Master Agreement”). These Platform Terms govern the Client’s use of Mastercard’s and Mastercard’s vendors’ technology platforms that are identified as platforms and/or made available by Mastercard in connection with services provided by Mastercard to Client through one or more statements of work or schedules related to the Master Agreement (each such platform, a “Platform” and each such statement of work or schedule, a “Schedule”).
2. Subject to the terms and conditions contained in the Platform Agreement, Mastercard grants Client a limited, non-sublicensable, non-exclusive, non-transferable right to permit its authorized users to access the Platform(s) for the purposes and terms set forth in the applicable Schedule. Client’s access to a Platform is subject to the restrictions and limitations set out in the applicable Schedule, which may limit the amount and type of data and users and the Client’s permitted territory of use.
3. Mastercard will host and retain physical control of the Platform(s) and will provide Client’s authorized users with access to a Platform. A Platform is not considered a Deliverable and no rights in or related to a Platform are deemed granted under the Master Agreement. For any Platform, the only Deliverables will be the tangible reports and output specific to Client. Mastercard may, at any time, suspend or terminate the Client’s access to the Platform(s) at its discretion in the event of a breach by Client of the provisions of these Platform Terms or relevant Schedule (provided that such suspension or termination shall not in and of itself constitute a termination of these Platform Terms or the applicable Schedule) and in the event that the Client’s access to the Platform(s) is suspended as aforesaid, Mastercard will not be obligated to return any Confidential Information in its possession, custody or control to the Client.
4. Except as otherwise set forth in applicable Schedule, Client will use a Platform only for its own internal purposes. Client will not: (a) access a Platform or use its outputs either directly or as a service bureau for any third party; (b) sublicense, distribute, transfer, or otherwise make available to any third party (including any contractor, franchisee, or agent) access to or use of a Platform without Mastercard’s prior written consent (which may be conditioned on such third party executing an agreement with Mastercard); (c) access or use (or permit the access or use of) a Platform in order to: (i) build a similar or competitive product or service (or contract with a third party to do so); or (ii) build a product using similar ideas,

features, functions or graphics of a Platform; or (iii) copy any features, functions or graphics of or in a Platform; or (d) derive specifications from, reverse engineer, reverse compile, modify, disassemble, translate, record, or create derivative works based on a Platform.

5. Client shall limit its authorized users only to employees who are bound in writing to maintain the confidentiality of a Platform unless otherwise agreed in writing by Mastercard. Client will provide Mastercard the information necessary to enable Mastercard to establish usernames for authorized users. Client will appoint one or more administrative users to manage Client's user accounts. Client is responsible for: (a) maintaining the confidentiality of all usernames and passwords; and (b) the acts and omissions of any person to whom it provides or permits access to a Platform. Mastercard may suspend or terminate access for any user who violates the Platform Agreement.
6. Client will be solely responsible for any Client Data provided to Mastercard under an applicable Schedule. Further, Client agrees that the timely provision of access to a Platform shall be dependent upon Client providing the required Client Data under an applicable Schedule.
7. Mastercard will support a Platform through regular maintenance procedures, such as monitoring of servers, review of disk space usage and database fragmentation, addition of commercially available security patches and upgrades, and review of event log files. Mastercard may replace, update or upgrade a Platform from time to time in its sole discretion as part of its ongoing mission to improve such Platform.
8. Client acknowledges and agrees that, with respect to its use of a Platform, the purchase and installation of appropriate computer and communication equipment and the appropriate operating systems and all connectivity is the sole cost and responsibility of Client. Client shall institute security measures necessary to safeguard any remote access to a Platform from unauthorized access by persons other
9. The Platform(s) and any related services will be provided to Client pursuant to a Schedule referencing these Platform Terms. Together, these Platform Terms, the Master Agreement and the applicable Schedule constitute the entire agreement (the "Platform Agreement") between Mastercard or the Mastercard Affiliate entering into the Schedule and Client relating to the applicable Platform(s) and related services. In the event of a conflict between this Platform Terms and the Master Agreement, these Platform Terms prevails, but only as it relates to the Platform. For the avoidance of doubt, in the event of conflict between these

Platform Terms and a Schedule governed by these Platform Terms, such Schedule prevails, but only for the specific Platform and services thereunder. Unless otherwise set forth in a Schedule, Mastercard will have no obligation to provide any Platform or services. Capitalized terms used but not defined herein will have the definitions set forth in the Master Agreement.

10. General Terms

- a) Client shall notify Mastercard immediately and assist Mastercard in remedying any instance of unauthorized access to, or use of, a Platform.
- b) Mastercard retains all right, title, and interest in and to all current and future versions of all Platforms (including any algorithms, documentation, data models, and user interfaces therein or related thereto) and any other know-how, processes, techniques, concepts, methodologies, tools, or intellectual property Mastercard uses in performing hereunder, even if provided or developed as a result of performing services related to a Platform and all technology, algorithms, and data models relating thereto, even if provided or developed as a result of performing under a Platform Agreement. All of the foregoing will be deemed Mastercard Confidential Information. Client's rights to use any Platform are strictly limited to those granted in the applicable Platform Agreement, and all rights in a Platform not expressly granted to Client are reserved to Mastercard.
- c) Client may, from time to time, request modifications or customizations to a Platform. Mastercard, in its sole discretion, shall determine whether to perform such modifications or customizations and, if so, any such modifications or customizations, and related fees and charges, shall be set forth in the separate mutually executed Schedule, and all resulting modifications and customizations shall remain the property of Mastercard.
- d) Client may, from time to time, provide suggestions, comments, feedback or other input to Mastercard with respect to a Platform, Mastercard may freely use such feedback as it sees fit in perpetuity, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise, provided that Client is not identified as the source of such feedback.
- e) If a Platform is or, in Mastercard's opinion, likely to become the subject of any infringement-related claim, Mastercard will use its reasonable efforts to: (a) procure the right for Client to continue to use such Platform or (b) replace or modify such Platform so that it is no longer subject to a claim, but is functionally equivalent in all material respects. If neither (a) nor (b) is commercially reasonable, Mastercard may terminate any affected Schedules and refund to Client any prepaid but unused fees thereunder. This Section states Mastercard's entire liability, and Client's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.