

**ENCOMPASS PARTNER CONNECT
INDEPENDENT SOFTWARE VENDOR PARTNER
TERMS AND CONDITIONS**

The following additional terms (the “T&Cs”) govern Partner’s participation as an independent software vendor (“ISV”) as part of the Platform Service provided under the Agreement. Unless otherwise provided within these T&Cs, all terms and section references used herein shall have the meanings set forth in the Agreement.

- 1.1 Partner Services.** The Order Form will identify the Partner Services for which the API Technology may be utilized and which sets the permitted use of the API Technology for Partner’s software development efforts. Section 1.5(d) of the Agreement shall not apply to the extent the Partner Services identified on the Order Form are competitive to the Platform Service or any ICE MT product or service. The Partner Services may not be utilized to collect nor aggregate data from ICE MT Licensees.
- 1.2 Integrations; Integration Review.** ISV integrations shall be Partner Built Integrations (Section 1.1.2). Partner shall receive access to the API Technology and Partner’s use of such technology shall be bound by the API licensing restrictions hyperlinked in Section 1.1.2 of the Agreement. Any Partner Built Integrations must be verified by ICE MT prior to use in production with the Platform Service (the “Integration Review”). As part of the Integration Review, Partner shall provide all reasonably requested information to ICE MT, including code manifests and/or source code. Integration Reviews shall come at no additional cost to Partner so long as they are conducted within the allotted consulting hours provided to Partner as part of their Integration Review Fee (as identified on the Order Form, and which includes up to 20 hours in the first year of the Initial Term and up to 10 hours in all subsequent years). Such consulting hours are available for the one (1) year period beginning on the Effective Date and each anniversary therein, and shall not rollover to subsequent years even if all hours for the prior year have not been utilized.
- 1.3 Fees.** Partner shall not be required to pay any Integration Fee (Section 2.1, unless Partner requests to engage ICE MT’s professional services organization for services as documented in a written statement of work), Transaction Fees (Section 2.3.1), nor License Fees (Section 2.2). Partner shall be required to pay revenue share Transaction Fees (Section 2.3.2) in the amount identified on the Order Form. A Monthly Minimum Fee (Section 2.4) shall apply if included in the Order Form.