

**ENCOMPASS PARTNER CONNECT
SOFTWARE DEVELOPER PARTNER
TERMS AND CONDITIONS**

The following additional terms (the “T&Cs”) govern Partner’s participation as a software developer (“Developer”), 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. Partner Services shall be defined as the development of custom software solutions and/or custom integrations for the Platform Service, on behalf of ICE MT Subscribers. Partner Services may also include the development of stand-alone software applications or product extensions designed to integrate with the Platform Service, and in such circumstances please refer to the ISV Partner Terms and Conditions identified in the Agreement.

1.2 Integrations; Integration Review. To the extent Partner develops stand-alone software applications or product extensions, such products shall be treated as Partner integrations and any such Partner integrations shall be Partner Built Integrations (Section 1.1.2). 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 Expanded License. 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. Notwithstanding anything to the contrary in Sections 1.3 and 1.10, Partner may utilize any test environments provided by ICE MT for prototyping and testing of its custom development code. Sections 1.6(e) and (f) of the Agreement shall not apply to Developers. Section 1.5(g) of the Agreement shall not apply solely to the extent the Partner Services identified on the Order Form are competitive to the Platform Service or any ICE MT product or service, and in all other circumstances Section 1.5(g) shall remain applicable.

1.4 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 in the event (i) Partner creates stand-alone software applications or product extensions for which they retain ownership (i.e., not a work made for hire) or (ii) Partner receives a written referral from ICE MT for custom development (i.e., a work made for hire) for an ICE MT Subscriber which Partner has not previously registered internally as a sales opportunity. A Monthly Minimum Fee (Section 2.4) shall apply if included in the Order Form.

1.5 Additional Terms

- a. Business Practices. When performing Partner Services on behalf of ICE MT Subscribers, Partner will at all times: (i) accurately and completely disclose to third parties the nature of the business relationship between ICE MT and Partner; (ii) accurately and completely disclose to third parties the scope of Partner’s successful completion of any ICE MT training programs and certifications issued by ICE MT to Partner; (iii) not engage in any deceptive, misleading, illegal, or unethical practices; (iv) make any representations or warranties concerning ICE MT products and offerings, except as set forth in printed marketing collateral or documentation furnished by ICE MT; and (v) conduct business in a manner that reflects favorably at all times on the good name, goodwill, and reputation of ICE MT.
- b. Internal Promotion. Partner will inform and educate its organization about the nature of the business relationship between the parties and ICE MT’s products and offerings.
- c. Referrals. Each party may in its sole discretion, refer to the other party opportunities relating to such party’s products and offerings or provide other products and services to third parties. Neither party shall have the

authority, express or implied, to make any commitment or incur any obligations on behalf of the other party other than making referrals as set forth in this Agreement.

- d. Certification. Partner shall at all times maintain on staff at least one certified developer who has completed the requisite training course(s) offered by ICE MT, including any courses applicable to the specific ICE MT technology licensed by Partner.
- e. Customer Satisfaction. ICE MT asks that each Partner submit at least five mutual customers with whom Partner has performed services, custom software, and/or other technical solutions for over the past calendar year and who have given their approval to participate in a client satisfaction survey conducted by a third-party chosen by ICE MT. The list of clients shall include: company name, full address, contact name, contact telephone number and contact email address. Partner is required to ensure that all such customers have provided their consent prior to participating in the survey. All Partners are expected to maintain a minimum 8.5 out of 10 customer satisfaction rating as an average on a quarterly basis.