

ENCOMPASS PARTNER CONNECT API TERMS AND CONDITIONS

The following additional terms (the “T&Cs”) govern Partner’s use of the Partner APIs (as defined below), which are included as part of the Platform Service provided under the Agreement. Unless otherwise provided within these T&Cs, all terms used herein shall have the meanings set forth in the Agreement.

Article I: Definitions

- 1.1 “API Code”** means human-readable programming instructions in the API Documentation that can be implemented in a computer program.
- 1.2 “API Documentation”** means the specifications and technical documentation for a Partner API made available by or on behalf of Ellie Mae to Partner.
- 1.3 “API Technology”** means API Code, API Documentation, and other tools, data, materials, and information made available by Ellie Mae to Partner under these T&Cs.
- 1.4 “API Test Environment”** means an environment hosted and managed by Ellie Mae for Partner to develop and test a Partner Built Integration.
- 1.5 “Partner API”** means the version of any application programming interface (“API”) for which access tokens and/or security authentication certificates are provided to Partner by Ellie Mae in connection with the Agreement.
- 1.6 “Licensed Implementation”** means an implementation of a Partner API that: (a) complies with all portions of the relevant API Documentation; and (b) only functions for the Permitted Purpose.
- 1.7 “Necessary Claim”** means a claim of an unexpired patent that is necessarily infringed by implementing a Lender API in accordance with the relevant API Documentation. A claim is necessarily infringed only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing such Lender API in accordance with the API Documentation.
- 1.8 “Permitted Purpose”** means access to and use of the API Technology by Partner’s employees in accordance with the terms of these T&Cs to develop and use Licensed Implementations in compliance with the terms of these T&Cs and the Agreement. Notwithstanding the foregoing, Partner may permit independent contractors and consultants (“Authorized Third Party API Users”) to access and use the API Technology, provided that (a) such Authorized Third Party API Users only access and use the API Technology on Partner’s behalf subject to the same restrictions as apply to Partner’s use herein and (b) Partner remains solely liable for the actions of such Authorized Third Party API Users and any damages or liability they may cause as a result of such access.

Article II: Rights to Develop and Use

- 2.1 Access Tokens and Security Authentication Certificates.** After executing the Agreement, Ellie Mae will issue Partner login credentials and one or more access tokens and/or security authentication certificates, which are required to access the API Technology. Partner must use the access tokens and/or security authentication certificates solely for the Permitted Purpose and not share them with any third party (except Authorized Third Party API Users) without Ellie Mae’s prior written approval. Partner is responsible for any access to or use of API Technology attributable to Partner’s access token and/or security authentication. Ellie Mae has the right to monitor Partner’s use of access tokens, security authentication certificates, and access to API Technology to ensure that Partner is complying with these T&Cs.
- 2.2 Copyright License.** Subject to the terms of these T&Cs, Ellie Mae hereby grants to Partner a non-exclusive, royalty-free, non-sublicensable, nontransferable, personal, worldwide copyright license to do each of the following solely for the Permitted Purpose: (a) reproduce and use the API Documentation; (b) reproduce and modify the API Code; (c) incorporate the API Code (including permitted modifications) in machine-readable form solely as part of a Licensed Implementation; and (d) distribute the API Code (including permitted modifications) in machine-readable form solely as part of a Licensed Implementation.
- 2.3 Patent License.** Subject to the terms of these T&Cs, Ellie Mae hereby grants to Partner a nonexclusive, royalty-free, non-sublicensable, nontransferable, personal, worldwide license under any Necessary Claims owned by Ellie Mae to access and use the API Technology solely for the Permitted Purpose.

2.4 Reservation of Rights. All rights not expressly granted to Partner in these T&Cs are reserved by Ellie Mae. No additional rights (including any implied licenses) are granted by implication, estoppel, or otherwise to Partner.

Article III: Restrictions

3.1 Restrictions. Except as expressly set forth in these T&Cs, the licenses granted to Partner in these T&Cs do not include the right to, and Partner must not, without Ellie Mae's prior written approval: (a) use the API Technology to integrate with or develop an integration not explicitly identified in the Order Form; (b) use the API Technology to bypass the Platform Service; (c) change or extend any of the interfaces described in the API Documentation, except as described in the API Documentation; (d) modify, translate, or create a derivative work of any portion of the API Technology except as expressly set forth in the API Documentation; (e) sell, lease, loan, provide, distribute, or otherwise transfer any portion of the API Technology to any third party (except as otherwise provided herein to Authorized Third Party API Users); (f) display or disclose any portion of the API Technology to any third party (except Authorized Third Party API Users); (g) use the API Technology for commercial time-sharing, service bureau, subscription service, or rental use; (h) remove, alter, or cover any proprietary rights notices in the API Technology; (i) interfere with the normal operation of the Platform Service or the Encompass Software; (j) disable or circumvent any access token, security authentication certificate, or other security features; (k) use the API Technology for the purposes of data replication (e.g., data warehouses or analytics repositories); or (l) cause or permit any third party to do any of the foregoing.

3.2 Open Source Restriction. Partner must not: (a) subject any portion of a Licensed Implementation to the terms of any open source license without Ellie Mae's prior written approval (including by using an open source component in a Licensed Implementation); or (b) design a Licensed Implementation in a manner that would cause any of the Services to be subject to the terms of an open source license (e.g., via use of the Licensed Implementation to interface with any of the Services). An open source license includes a license that meets the Open Source Initiative's Open Source Definition or a license that requires, as a condition of use, modification, or distribution of technology subject to such license, that the technology or other technology combined or distributed with such technology: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be re-distributable at no charge.

3.3 No Distribution of Licensed Implementations. Partner is not licensed to, and must not, distribute Licensed Implementations to third parties (except Authorized Third Party API Users).

3.4 Monitoring. Ellie Mae will have the right to monitor Partner's usage of the API Technology under this T&Cs to verify Partner's compliance with the terms of this T&Cs, including the restrictions in this Article III.

3.5 Continued Development. In order to facilitate continued development of and integration with each of the Services and Lender APIs by Partner and others, (a) in the event Partner obtains a patent covering a Licensed Implementation, Partner hereby grants to Ellie Mae, licensees of Lender APIs and API Technology, and users of the Services a limited, non-exclusive, royalty-free, irrevocable, worldwide license under any Necessary Claims owned or licensable by Partner and covering Licensed Implementations to use, make, have made, sell, offer to sell, and import the products, services, and solutions that implement a Lender API or that integrate with the Services; and (b) Partner hereby grants to Ellie Mae a perpetual, irrevocable, nonexclusive, transferable, royalty-free, fully paid-up, worldwide license with right to grant sublicenses to use and exploit in any manner, without payment or restriction, any suggestions that Partner provides to Ellie Mae regarding the Services, Lender APIs, or the API Technology, including suggestions for improvements and corrections. In addition, Ellie Mae is not obligated to maintain the confidentiality of any information made available by Partner to Ellie Mae under this Section 3.5.

3.6 Remedies. In the event of any breach by Partner of the restrictions in this Article III, in addition to any other remedies available at law or in equity or pursuant to the Agreement, Ellie Mae will have the right, in Ellie Mae's sole discretion, to immediately take any of the following actions: (a) warning Partner; (b) blocking Partner's Lender API calls using firewall rules; and/or (c) throttling Partner's use of Lender APIs.

Article IV: Effect of Termination and Survival

Upon termination, Partner's licenses under these T&Cs will end and Partner will: (a) return or destroy all copies of the API Technology in its possession; (b) cease to develop and distribute Licensed Implementations; and (c) destroy all copies of Licensed Implementations in its possession or control, except that authorized licenses to Licensed Implementations granted

to end users prior to termination and in accordance with the terms of these T&Cs will survive termination. In addition, Sections 2.4, 3.5, and Article V will survive any termination of these T&Cs.