

MASTER PARTNER AGREEMENT GENERAL LICENSE RESTRICTIONS

The following additional terms apply to Partner's subscription to the Platform Service:

Use Restrictions for Integration Information. Partner shall not, and shall not assist, authorize, or cause any third party (including any ICE MT Subscribers) to: (a) decompile, disassemble or in any way reverse engineer any Integration Information; (b) modify, translate, or create a derivative work of any portion any Integration Information; (c) seek to obtain intellectual property protection in any Integration Information; (d) copy, duplicate or otherwise reproduce any Integration Information, except for archival purposes or as necessary to allow its personnel to use the Integration Information to perform the Partner's obligations under this Agreement; (e) remove, alter, or cover any proprietary rights notices in the Integration Information; (f) sell, lease, loan, provide, distribute, or otherwise transfer any portion of the Integration Information to any third party; (g) use the Integration Information for any purpose not expressly authorized by this Agreement (including without limitation to build a competitive product or service or to bypass the Platform Service or other ICE MT product or service); (h) use any Integration Information in violation of, or in any manner inconsistent with, this Agreement or any applicable local, state, national or foreign laws, treaties, rules or regulations; (i) impair the functionality or the security of the Platform Service or any other ICE MT product or service; or (j) direct, cause, enable, or assist any ICE MT Subscriber or partner, lender, or investor on the Platform Service to violate or breach its agreement or arrangement with ICE MT, including through Partner's use of any API provided to ICE MT Subscribers.

If an Order Form references one of the following technologies used for the Integration, then the additional terms available at the link below for such technology apply:

[SDK](#)

[API and/or Developer Connect](#)

**MASTER PARTNER AGREEMENT
SDK LICENSE RESTRICTIONS**

The following additional terms (the “T&Cs”) govern Partner’s use of the SDK (as defined below), which is 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 “**SDK**” means the lender version of the software development kit, or extended software development kit, made available by ICE MT.

Article II: Restrictions and Requirements

2.1 For any SDK services hosted in Partner’s environment, Partner must ensure that a separate environment (either virtual or physical) is provisioned for each ICE MT Subscriber and that the SDK key utilized for such integration matches the applicable ICE MT Subscriber.

2.2 Each month, Partner shall provide ICE MT a list of active ICE MT Subscribers utilizing the Partner Services.

2.3 Unless otherwise agreed to by the parties in writing (email communication will suffice) with respect to any particular ICE MT Subscriber, Partner must disable all integrations utilizing the SDK within 180 days of the day on which ICE MT’s APIs are made available to Partner.

2.4 Partner shall report all transactions consistent with Section 2.3.2 of the Agreement and such reports shall be subject to ICE MT’s audit rights pursuant to Section 2.8 of the Agreement.

MASTER PARTNER AGREEMENT API AND DEVELOPER CONNECT 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 ICE MT to Partner.
- 1.3 “API Technology”** means API Code, API Documentation, and other tools, data, materials, and information made available by ICE MT to Partner under these T&Cs.
- 1.4 “API Test Environment”** means an environment hosted and managed by ICE MT 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 ICE MT in connection with the Agreement, including the “Developer Connect” APIs which ICE MT makes available to its ICE MT Subscribers and which may be made available to Partner.
- 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 Partner 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 Partner 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, ICE MT 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 ICE MT’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. ICE MT 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, ICE MT 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, ICE MT hereby grants to Partner a nonexclusive, royalty-free, non-sublicensable, nontransferable, personal, worldwide license under any Necessary Claims owned by ICE MT 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 ICE MT. 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 ICE MT'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 ICE MT'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. ICE MT 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 Partner APIs by Partner and others, (a) in the event Partner obtains a patent covering a Licensed Implementation, Partner hereby grants to ICE MT, licensees of Partner 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 Partner API or that integrate with the Services; and (b) Partner hereby grants to ICE MT 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 ICE MT regarding the Services, Partner APIs, or the API Technology, including suggestions for improvements and corrections. In addition, ICE MT is not obligated to maintain the confidentiality of any information made available by Partner to ICE MT 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, ICE MT will have the right, in ICE MT's sole discretion, to immediately take any of the following actions: (a) warning Partner; (b) blocking Partner's Partner API calls using firewall rules; and/or (c) throttling Partner's use of Partner 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.