

## **SPECIFIC TERMS – PARTNERS**

These Specific Terms are supplemental to the Partner Agreement between IFS and Partner.

### **ACCEPTED LEAD PROCESS**

#### **1. ACCEPTED LEADS**

- 1.1 Partner will introduce IFS or the relevant IFS Affiliate into any Lead in observing the following Lead acceptance process:
- (a) Partner will submit information to IFS/IFS Affiliate of the Lead in accordance with IFS's qualification guidelines and using the IFS Lead Registration form, as designated by IFS from time to time. Partner acknowledges that this process may be iterative and that further qualification details may be requested from IFS/IFS Affiliate.
  - (b) If IFS/IFS Affiliate deems that the Lead is sufficiently qualified and fits the applicable qualification guidelines and accepts, in its reasonable commercial opinion, that the Lead should be pursued by Partner, Lead acceptance will be granted ("**Accepted Lead**"). Whether or not lead acceptance is granted is normally communicated to Partner as part of the account planning process, and otherwise without undue delay and typically not later than ten (10) business days of IFS's/IFS Affiliate's receipt of the Partner's Lead Registration form or, if additional qualification details have been requested by IFS/IFS Affiliate, within five (5) business days of receipt thereof.
- 1.2 The following restrictions apply in regards of Lead acceptance:
- (a) Only specific Leads can be registered and only to the extent the Lead can reasonably lead into a deal close within 12 months.
  - (b) Accepted Leads will be void if no visible partner activity has taken place to accelerate the close of a deal for any concurrent period of 6 months regardless of original Lead Accepted date.
  - (c) Groups of prospective End-Customers and territories cannot be generically registered as Accepted Leads.
  - (d) Except where IFS/IFS Affiliate otherwise agrees on a case-by-case basis, Lead acceptance will not be granted in regards of: (i) Leads outside of the Target Area; (ii) governmental or quasi-governmental entities; (iii) other IFS partners; or (iv) Leads that IFS reasonably deems to be a competitor. This will not necessarily preclude the Partner from reselling IFS Products outside of the Target Area but IFS will not be obliged to offer any assistance or provide the benefits of Accepted Lead status.

#### **2. PURSUIT OF ACCEPTED LEADS**

- 2.1 By acceptance of an Accepted Lead, Partner undertakes, on a best commercially basis, to actively promote the IFS Products and/or the relevant Services and will not promote any competing products or services to the Accepted Lead, except with the prior written approval of IFS/IFS Affiliate.
- 2.2 Partner undertakes to actively pursue each Accepted Lead and shall initiate and confirm sales and services activities in accordance with the agreed account planning and in any event no later than 2 months after Lead acceptance.
- 2.3 IFS/IFS Affiliate will not forward an Accepted Lead generated by Partner to other partners or otherwise share detailed information thereof to other partners, except: (a) in regards of business purposes or scope that are not overlapping with Partner's offering; (b) upon the request of the Accepted Lead or where it is otherwise deemed reasonable by IFS/IFS Affiliate that the Accepted Lead should be pursued in competition with Partner; (c) if the Partner promotes competing products to the Accepted Lead alongside the IFS Products without prior approval of IFS/IFS Affiliate; (d) if the Accepted Lead status expires without being renewed or is terminated pursuant to section 2.4 below; or (e) otherwise with the prior written approval of Partner.
- 2.4 Notwithstanding anything to the contrary provided herein, and for the avoidance of doubt, IFS/IFS Affiliate always reserves the right to sell licenses, products and/or services in response to any request of any Accepted Lead.

#### **3. TERM AND TERMINATION OF ACCEPTED LEAD STATUS**

- 3.1 Except where otherwise agreed on a case-by-case basis, the status of an Accepted Lead will apply for 12 months but may be renewed in accordance with the Lead acceptance process set forth herein. Also, if an

Accepted Lead is subject to change of control or other similar material event, then IFS/IFS Affiliate may request that the Accepted Lead status be renewed in accordance with the Lead acceptance process.

3.2 IFS/IFS Affiliate will be entitled to terminate an Accepted Lead status at any time by written notice to Partner, if:

- (a) Partner withdraws from working on the Accepted Lead;
- (b) IFS/IFS Affiliate in its reasonable opinion deems that Partner does not fulfil its undertaking to actively pursue an Accepted Lead promoting the applicable IFS Products or Services in accordance with the agreed account planning, and Partner does not take sufficient corrective action within 30 days of written notice thereof; or
- (c) the Accepted Lead, by written notice to IFS/IFS Affiliate, declines to be pursued by Partner or otherwise requests that the Accepted Lead status be terminated or materially amended.

This will not necessarily preclude the Partner from reselling IFS Products outside of the Target Area but IFS will not be obliged to offer any assistance or provide the benefits of Accepted Lead status.

## IFS INTEGRATION AND API TERMS AND CONDITIONS

These integration and API terms and conditions (the “**Integration and API Terms**”) provides additional terms and conditions under the IFS Partner Program Master Terms and Conditions and are applicable and binding to Partner in regards of any Partner Application and any integration between such Partner Application and the applicable IFS Product, whether such integration has been developed by IFS or Partner. Partner also understands the an End-Customer must have a valid license for IFS Products used in conjunction with any Partner Application.

### 1. GENERAL PROVISIONS REGARDING PARTNER APPLICATION(S) AND INTEGRATION WITH IFS PRODUCTS

- 1.1 Partner’s Applications shall be subject to IFS’s approval and qualification process as in effect from time to time. In this connection Partner acknowledges and accepts in particular that:
- (a) Partner Applications may not be developed or used in such a way that the code base of any IFS technology is modified or amended in any way;
  - (b) The Partner Application may only operate in a configured environment and not at the IFS technology code level, and/or shall only interact with the IFS technology via published APIs;
  - (c) Partner shall be solely responsible for the accuracy, quality, integrity and legality of its Partner Application(s) and any appurtenant documentation;
  - (d) Partner shall not attempt to build any of the IFS Products and only shall develop Partner Applications that are custom modifications or extensions of the capabilities of the IFS Products, and, as designated by IFS from time to time, there may be elements or portions of the IFS Products that are expressly excluded and to which no development of any Partner Application may relate;
  - (e) No Partner Application may include or be used in combination with any software designated as open source, free and open software, public library software or the like (including any version of any software licensed pursuant to any GNU public license) (collectively “**Free and Open Software**”), in such a way that it would cause any portion of the IFS Products or any End-Customer systems to be subject to any Free and Open Software licensing terms or obligations;
  - (f) Partner shall ensure that any Partner Application(s) and appurtenant documentation are non-infringing, of professional quality and free from defects in material and workmanship, and will perform, function and operate in accordance with all applicable specifications and other product documentation, and shall be free of viruses, Trojan horses, trapdoors, backdoors, or other malicious code;
  - (g) Partner shall ensure that End-Customers are able to log into its Partner Applications using the same login as End-Customer uses for the IFS Products;
  - (h) IFS disclaims all liability of any kind (whether in respect of warranty, support, maintenance or otherwise), with regard to any Partner Application as well as for any malfunction in or other effect on the performance or function of any portion(s) of any IFS Product, and Partner shall, as between the Parties, bear the sole responsibility in relation to the End-Customer in regards thereof and shall protect and hold IFS harmless from and against any claim that End-Customer may raise against IFS in relation thereto; and
  - (i) Partner shall ensure that all use by the End-Customer of any Partner Application must observe the applicable use restrictions applicable to the related IFS Product, to be measured at the Partner Application front-end, and the Partner Application may never be used so as to circumvent the agreed IFS Product license terms, conditions and restrictions, nor to defeat or circumvent any security system of the IFS Products.
- 1.2 Partner hereby grants to IFS a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to access and use any Partner Application(s) for purposes of IFS’s approval and qualification process, to integrate the Partner Application(s) with any IFS Product and, to the extent requested by Partner and agreed by IFS, to provide support or assistance to Partner in the process of developing a Partner Application (with respect to which IFS reserves the right to charge Partner for professional fees).
- 1.3 Partner hereby grants to IFS a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the IFS Products any suggestions, enhancement requests, recommendations or other feedback provided by Partner or its users, relating to the operation of the IFS Products.

### 2. CONDITIONS OF USE AND RESTRICTIONS ON ACCESS AND USE OF ANY IFS API:S

- 2.1 This clause 2.1 shall apply where it has been agreed by the Parties that Partner shall integrate the Partner Application(s) with any IFS Product using such API(s) (each an “**API**”) as designated by IFS from time to time. It is agreed that such use by Partner of the API and any applicable technical documentation (“**Documentation**”) provided by IFS in relation thereto, shall be subject to the strict observance by Partner of the terms and conditions set forth in this clause 2.1.
- 2.2 Subject to clause 2.1, Partner will be granted a worldwide, nonexclusive, nontransferable, nonsublicensable, revocable license during the term of the Partner Program Agreement to use the applicable API and Documentation to (i) establish interoperability between the applicable Partner Application(s) and the relevant IFS Product and (ii) create software to integrate the API and the Partner Application(s) for such purpose.

- 2.3 Partner shall (i) use commercially reasonable efforts to prevent unauthorized access to or use of the API and notify IFS promptly of any such unauthorized access or use, (ii) use the API only in accordance with the Documentation and applicable laws, and (iii) comply with all applicable laws and regulations, including but not limited to all export control laws and regulations in its use of the API.
- 2.4 Partner shall not (i) permit any third party to access the API other than its users approved in advance by IFS, (ii) upload to the API, or use the API to store or transmit, infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iii) upload to the API, or use the API to store or transmit, malicious code, viruses, or malware, or to engage in phishing or other fraudulent activity, (iv) interfere with or disrupt the integrity or performance of the API contained therein or do anything that could disable, overburden or impair the proper working of the API, (v) attempt to gain unauthorized access to the API or IFS Products, or (vi) share its account login or password with any third party, allow any third party to access its account, or do anything else that could jeopardize the security of its login account and password.
- 2.5 Partner, if it is also a customer of any of the IFS Products understands that such licenses are granted for Partner's internal use, and Partner shall not use any such licenses to sell, resell, rent or lease any Partner Applications e.g. as a managed service or service bureau etc.
- 2.6 Partner shall not (i) allow any third party to create derivate works based on the API, (ii) copy, frame or mirror any part or content of the API, other than copying or framing on Partner's own intranets or otherwise for Partner's own internal business purposes, (iii) reverse engineer the API, or (iv) access the API in order to build a competitive product or service or to copy any features, functions or graphics of the API. Without limiting the foregoing, Partner further agrees that it will not develop any commercially available product or service that competes with the IFS product to which Partner's application relates for a period commencing on date of Partner's access to the development environment (whether through trial license or paid license) until the later of five years thereafter or five years following the date on which Partner's application ceases to be commercially available.
- 2.7 Partner shall provide a publicly available and easily accessible privacy policy that explains what data it collects and how it will use that data. Partner's use of the API and the Documentation shall be in accordance with IFS's privacy policy and its own privacy policy.
- 2.8 Partner represents and warrants to IFS that (i) it owns or otherwise has sufficient rights in the Partner Application(s) to grant to IFS the rights to use the Partner Application(s) granted herein; and (ii) it has not falsely identified itself nor provided any false information to gain access to or use of the API or the applicable technical documentation.
- 2.9 Partner acknowledges that use of the API and any IFS Products may be contingent upon third party software which requires licensing from vendors other than IFS, and further acknowledges and accepts that the limited use license provided in this clause shall be subject to Partner having duly licensed the requisite third party products. At the request of Partner, IFS may provide recommendations for hardware, infrastructure or third-party software for use in conjunction with the API and the IFS Software, but the responsibility for selecting and purchasing any such third-party products rests with Partner alone.

### **3. DISCLAIMER**

- 3.1 IFS makes no warranties of any kind with respect to the API, or the applicable technical documentation, whether express, implied, statutory or otherwise, and IFS specifically disclaims all implied warranties, including any warranties of merchantability, fitness for a particular purpose and non-infringement. To the maximum extent permitted by applicable law, without limiting the generality of the foregoing, IFS does not represent or warrant that any use of the API or the Documentation will meet Partner's requirements or that Partner's use of the API or the Documentation will be free from disruption, delay or interruptions, timely, safe, secure, or free from error. The API and the Documentation are provided "AS IS" and "AS AVAILABLE" IFS disclaims any warranty or liability with regard to the accuracy, currentness or completeness of the API or the Documentation. Partner assumes all risk of its or its users use of and access to the API and the Documentation; all such use and access shall be at Partner's own risk.