

ADDITIONAL TERMS FOR RESELL OF IFS PRODUCTS

1. ORDERS

1.1 ORDERS

All orders for any IFS Products and IFS support services (each, an “Order”) shall be placed and agreed by IFS/IFS Affiliate in accordance with IFS’s then-current policies, procedures and templates, which Partner agrees shall constitute Partner’s binding commitment to pay for the IFS Products and IFS support services so ordered. Orders shall only be placed by Partner in regards of a corresponding binding order placed with Partner by the relevant Accepted Lead.

1.2 PRODUCT DELIVERY

After acceptance by IFS/IFS Affiliate of an Order, the ordered IFS Products with any applicable corresponding license keys will be made available for electronic download by End-Customer (or Partner as applicable). Partner shall provide IFS accurate information on each Order, and in the event the IFS Product is made available to the Partner, Partner must deliver the IFS Product to the End-Customer indicated on the Order.

2. PRICES/PAYMENT

2.1 PRICES TO PARTNER/PARTNER DISCOUNTS

Partner may order the IFS Products at a discount as set forth in the Partner Connect Portal for distribution solely to Accepted Leads. Prices to Partner for IFS Products shall be the IFS price list in effect at the time of receipt by IFS/IFS Affiliate of the applicable Order or as otherwise directed by IFS. Partner will only be entitled to such discount if the Order has been provided in accordance with the Commercial Addendum and these additional terms. Any other discount arrangement for individual Orders will be subject to IFS approval (by signature of the applicable Order) and shall be considered on a case by case basis.

2.2 INVOICES

IFS/IFS Affiliate will send to Partner an invoice for the ordered IFS Products and IFS support services, payment term net 30 days. All fees are exclusive of VAT and sales taxes and payment shall be made without deduction or set-off and shall not be conditional upon receipt of the corresponding payment from the End-Customer.

2.3 PRICES TO END-CUSTOMERS

The prices charged by Partner for IFS Products and/or services to End-Customers in the Territory shall be at the sole discretion of Partner.

3. OTHER OBLIGATIONS OF PARTNER

3.1 INSTALLATION

Partner acknowledges that IFS/IFS Affiliate will have no responsibility for installation of the IFS Products. Agreements for installation are separate to resale of the IFS Products.

3.2 BILLING AND COLLECTION

Partner shall be solely responsible for the credit risk associated with its sales to End-Customers, including but not limited to billing and collection of all amounts due from End-Customers for the IFS Products and/or services distributed by Partner.

3.3 REPORTS/RECORDS

Partner shall maintain complete and accurate records of any resale activities under the Partner Addendum and any amounts payable to IFS in relation to such Resell activities, which records shall contain sufficient information to permit IFS to verify the accuracy thereof. Partner shall retain such records relating to any given calendar quarter for at least five (5) years after the conclusion of that calendar quarter. Upon request, Partner shall provide to IFS/IFS Affiliate copies of all orders (including where received purchase orders) purchase orders received from End-Customers for IFS Products. Partner shall also provide IFS such periodic and special reports and records as may reasonably be requested from time to time by IFS/IFS Affiliate.

3.4 EULA

Partner is permitted to distribute the IFS Products. The license for such products shall be between IFS and End-Customer pursuant to the terms of the end-user license terms (EULA) as designated by IFS from time to time and made available on IFS’ [Legal Page](#). The EULA is supplemented by the corresponding End-Customer Notification Form setting out the IFS Products, the license type and usage restrictions (including use levels for the applicable IFS Products) which will correspond to the applicable Order from Partner for the IFS Products.

Unless provided directly by IFS, Partner will provide End-Customer with the terms of the EULA and End-Customer Notification Form. Partner will obtain End-Customer’s agreement to the EULA prior to placing an order on IFS including any additional terms and/or documentation relating to the supply of and/or licensing of IFS Product(s). Partner shall not remove, modify or alter the EULA or allow any third party to do so.

Upon IFS’ request, Partner shall to a reasonable extent assist and enable IFS to verify that the End-Customer is complying with the EULA. Accordingly, Partner shall in its agreements with all End-Customers require that they provide IFS or Partner on IFS’ behalf with all necessary assistance and information required to enable IFS to exercise its audit rights pursuant to this section.

3.6 IFS SUPPORT SERVICES TERMS

If Partner Resells IFS Support Services such IFS Support Services will be provided subject to the applicable Support Terms. Partner will ensure that the resale of IFS Support Services shall be subject to the applicable Support Terms and such Support Terms will be provided to End Customer at the time of placings it order on Partner.

If Partner provides support services to End Customer, Partner shall be responsible for the 1st line and 2nd line support and Partner shall deliver 1st and 2nd line support services in accordance with the requirements set forth in the Partner Connect Portal and subject to the applicable terms and conditions designated by IFS/IFS Affiliate from time to time.

3.7 THIRD-PARTY BENEFICIARY

Partner shall ensure that with respect to Partner’s contract with the End-Customer, IFS/IFS Affiliate shall be named as a third-party beneficiary.

ADDITIONAL TERMS FOR RESELL OF IFS PRODUCTS WITH IFS CLOUD SERVICES

1. ORDERS

1.1 ORDERS

All orders for any IFS Products together with IFS Cloud Services and IFS Support Services or renewals thereof (each, an “**Order**”) shall be placed and agreed by IFS/IFS Affiliate in accordance with IFS’s then-current policies, procedures and templates, which Partner agrees shall constitute Partner’s binding commitment to pay for the IFS Products, IFS Cloud Services and IFS Support Services so ordered. Orders shall only be placed by Partner in regards of a corresponding binding order placed with Partner by the relevant Accepted Lead.

1.2 PRODUCT DELIVERY

After acceptance by IFS/IFS Affiliate of an Order, the ordered IFS Products with any applicable corresponding license keys will be made available for electronic download by End-Customer and IFS will commence on-boarding the End-Customer to the IFS Cloud Services. Partner shall provide IFS accurate information on each Order.

2. PRICES/PAYMENT

2.1 PRICES TO PARTNER/PARTNER DISCOUNTS

Partner may order the IFS Products together with IFS Cloud Services and IFS Support Services at any applicable discount as set forth in the Partner Connect Portal for distribution solely to Accepted Leads. Prices to Partner for IFS Products, IFS Cloud Services and IFS Support Services shall be the IFS price list in effect at the time of receipt by IFS/IFS Affiliate of the applicable Order or as otherwise directed by IFS. Partner will only be entitled to any applicable discount if the Order has been provided in accordance with the Commercial Addendum and these additional terms. Any other discount arrangement for individual Orders will be subject to IFS approval (by signature of the applicable Order) and shall be considered on a case by case basis.

2.2 INVOICES

IFS/IFS Affiliate will send to Partner an invoice (or invoices) for the ordered IFS Products, IFS Cloud Services and IFS Support Services, payment term net 30 days. All fees are exclusive of VAT and sales taxes and payment shall be made without deduction or set-off and shall not be conditional upon receipt of the corresponding payment from the End-Customer.

2.3 PRICES TO END-CUSTOMERS

The prices charged by Partner for IFS Products and/or services to End-Customers in the Territory shall be at the sole discretion of Partner.

3. OTHER OBLIGATIONS OF PARTNER

3.1 INSTALLATION

Partner acknowledges that IFS/IFS Affiliate will have no responsibility for installation of the IFS Products. Agreements for installation are separate to resale of the IFS Products, IFS Cloud Services and IFS Support Services.

3.2 BILLING, COLLECTION AND SERVICE CREDITS

Partner shall be solely responsible for the credit risk associated with its sales to End-Customers, including but not limited to billing and collection of all amounts due from End-Customers for the IFS

Products, IFS Cloud Services, IFS Support Services and/or services distributed by Partner.

To the extent End Customer is entitled to a service credit under the EULA (defined below), such service credit will be passed on to Partner as a reduction to the Partner’s next invoice raised under the corresponding Order for the applicable End Customer for which a service credit is being paid. The Partner will pass on the service credit to the End Customer and, on request from IFS, confirm to IFS that it has done so.

3.3 REPORTS/RECORDS

Partner shall maintain complete and accurate records of any resale activities under the Partner Addendum and any amounts payable to IFS in relation to such Resell activities, which records shall contain sufficient information to permit IFS to verify the accuracy thereof. Partner shall retain such records relating to any given calendar quarter for at least five (5) years after the conclusion of that calendar quarter. Upon request, Partner shall provide to IFS/IFS Affiliate copies of all orders (including where received purchase orders) received from End-Customers for IFS Products, IFS Cloud Services and IFS Support Services. Partner shall also provide IFS such periodic and special reports and records as may reasonably be requested from time to time by IFS/IFS Affiliate.

3.4 EULA

Partner is permitted to distribute the IFS Products together with IFS Cloud Services and IFS Support Services. The license for such products and the terms for delivery of IFS Cloud Services and IFS Support Services shall be between IFS and End-Customer pursuant to the terms of the end-user license terms (EULA) as designated by IFS from time to time and made available on IFS’ [Legal Page](#). The EULA is supplemented by the corresponding End-Customer Notification Form setting out the IFS Products (including the license type and usage restrictions and use levels for the applicable IFS Products), the IFS Cloud Services and IFS Support Services (including applicable restrictions and usage levels). Such End-Customer Notification Form will correspond to the applicable Order from Partner for the IFS Products, IFS Cloud Services and IFS Support Services.

Unless provided directly by IFS, Partner will provide End-Customer with the terms of the EULA and End-Customer Notification Form. Partner will obtain End-Customer’s agreement to the EULA prior to placing an order on IFS including any additional terms and/or documentation relating to the supply of IFS Cloud Services, IFS Support Services and/or the licensing of IFS Product(s). Partner shall not remove, modify or alter the EULA or allow any third party to do so.

Upon IFS’ request, Partner shall to a reasonable extent assist and enable IFS to verify that the End-Customer is complying with the EULA. Accordingly, Partner shall in its agreements with all End-Customers require that they provide IFS or Partner on IFS’s behalf with all necessary assistance and information required to enable IFS to exercise its audit rights pursuant to this section.

3.5 TERMINATION

If an End-Customer terminates IFS Cloud Services pursuant to and in accordance with the terms of the EULA, Partner shall be entitled to terminate the corresponding part of the Order with IFS

relating to IFS Cloud Services. In such circumstances, Partner will be entitled to a pro-rata refund of the fees paid to IFS under the Order which relate to periods after the date of termination.

3.6 IFS CLOUD SERVICES AND IFS SUPPORT SERVICES TERMS

For Orders of IFS Products together with IFS Cloud Services and IFS Support Services or renewals thereof IFS Cloud Services and IFS Support Services will be delivered by IFS to End-Customer under the terms of the EULA. No additional or alternative terms may be agreed with End-Customer without IFS' consent, and any such additional or alternative terms which must be documented in an Order and End-Customer Notification Form.

3.7 THIRD-PARTY BENEFICIARY

Partner shall ensure that with respect to Partner's contract with the End-Customer, IFS/IFS Affiliate shall be named as a third-party beneficiary.