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

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.

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 any other 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); (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 Sou

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