PARTNERSHIPS
STANDARDS FOR INTEGRATION AND OPERATION

1.   **Definitions**

API	means application programming interface.
API Documentation	means the documents provided by Outpayce (via Github or other developer platforms) for integration, including the functional content of the interface, such as, without limitation, fields to be used, the format of the fields and nature of the fields (optional or mandatory).
Certification Guidelines	means the supporting documentation provided by Outpayce to assist Partner in ensuring the compatibility, reliability and overall performance of the Partner Application.
Connect API	means the interface developed by Partner to connect Partner Application and Payment Platform following the specifications provided for by Outpayce.
Help-Desk	means a trained and dedicated point of contact provided by the Partner, fluent in English, acting as the sole interface for functional and technical support services that is available to Outpayce.
ICP Document	means the interface control parameters document which provides for the physical, technical and functional content of Connect API, including the parameters of the connection, such as, without limitation, the communication protocols, IP and SSL certificate.
IPSec	means internet protocol security.
Link	means the connection built by the Parties connecting Partner Application and Payment Platform.
New Release	means any upgrade to the Payment Platform and the services offered through it, with backward compatibility.
Operating Services	means services regarding systems operation or support, administration, security, performance monitoring, technical diagnostics / troubleshooting, configuration management, system repair management, and generation of management reports. Also included are services to manage and implement business continuation Security Processes and the management of technology assets.
Outpayce Data	means any data or information that is provided by Outpayce or obtained by Partner from, or on behalf of Outpayce in connection with the performance of its obligations under the Contract, including data or information created, generated, collected, stored or processed by Partner by or on its systems in the performance of its obligations under the Contract.
Partner Application	means the combination of networks, terminals, systems and servers, and associated infrastructure, including any hardware, software, and tools, which are operated and/or controlled by Partner to provide the Partner Services.
Partner Originating Problem	means an actual or probable (in the reasonable opinion of Outpayce) detrimental impact on Outpayce's systems (including technical problems, damage, interruption and/or degradation to Outpayce's systems and/or other impacts which negatively affect the provision of services to other users, and/or result in inefficient or improper use of the Payment Platform).
Partner Services	means the services provided by Partner to Outpayce or Customer, as applicable, under the Contract.

Personnel	means the employees, consultants, representatives, agents, contractors, subcontractors of the Partner or its Affiliates providing any services under the Contract.
Partner Governance Document	means the document agreed upon by the Parties, which outlines and regulates the terms, conditions, and responsibilities related to their respective provision of services under the Contract.
SFTP	means secure file transfer process.

2. Platform integration

2.1 <u>General.</u> Outpayce will provide the resources to allow the Partner to develop and integrate Connect API and access Outpayce's services. Access to and use of Outpayce's services (and any related customer data) in the production environment by the Partner Application is subject to Customer having (i) contracted for and implemented the relevant Outpayce's service that the Partner Application is connecting to, and (ii) having confirmed in writing to Outpayce that Partner is authorized to access customer data.

2.2 <u>Partner Application.</u> Partner is solely responsible for selecting the content that Partner submits or makes available through Partner Application and ensuring that such content complies with the terms of this Contract and all applicable laws and regulations. The Partner shall be responsible for the implementation, maintenance and support of the Partner Application.

2.3 <u>Certification.</u>

2.3.1 Partner Application is subject to certification by Outpayce before it is connected to Connect API. For the avoidance of doubt, Outpayce has no obligation to connect to each Partner Application requested by Partner.

2.3.2 Prior to certification, the Partner agrees to appoint a dedicated point of contact for these purposes.

2.3.3 For these purposes, Outpayce shall provide to Partner:

(a) the Certification Guidelines; and

(b) a questionnaire to be duly filled in by Partner and returned to Outpayce, in accordance with the Certification Guidelines and instructions given by Outpayce.

2.3.4 If needed, the Partner shall change its system to support test card numbers provided for by the Certification Guidelines or, otherwise, provide a list of test cards to allow the execution of the certification by Outpayce.

2.3.5 Outpayce will notify Partner in writing 60 days in advance of any material change to the certification specifications that may affect the maintenance and integration of Partner Application into Outpayce's Network Services.

2.3.6 If the Partner fails to meet the acceptance criteria for certification, Outpayce will notify Partner and Partner shall correct the issues and resubmit. Any resubmission may be subject to Outpayce's then-current hourly support and development fees. Outpayce will inform the Partner about the results of the certification each time the certification is executed.

2.3.7 Outpayce certifying a Partner Application does not constitute any representation or acknowledgment by Outpayce that the Partner Application complies with such requirements, nor does it constitute any acceptance by Outpayce of any responsibility or liability for the Partner Application.

2.3.8 <u>Re-certification</u>.

(a) <u>Changes to Partner Application or API.</u> Partner must seek a new certification when it intends to (a) substantially modify the Partner Application and/or API by changing the scope, parameters or expected usage profile (e.g., new version of the Partner Application that requires updating the Partner's API, new

functionalities of Partner Application, new variant of the Partner's API etc.), or (b) apply any changes that would affect the integration and the data provided to Outpayce through it.

(b) <u>Minor changes to Partner Application</u>. A new certification may not be needed if the modifications of the Partner Application only affect the functional layer of the integration (and thus, do not impact Outpayce's systems or flow of data exchanged between Outpayce and the Partner). Nevertheless, the Partner must notify Outpayce no less than 120 calendar days in advance for Outpayce to evaluate the impact of such modifications and whether a new certification is required.

2.4 <u>Resilience</u>. Partner shall avoid any acts or omissions that may damage the interests of Outpayce and must ensure that its systems, applications and use of the Payment Platform will not result in a Partner Originating Problem.

2.5 <u>Suspension of the Link</u>

2.5.1 Where a Partner Originating Problem arises, Outpayce will:

(a) have the right to immediately suspend the Link, the provision in whole or in part of the Partner's services, and/or the processing of the transactions, to the extent necessary, to mitigate the impact of such problem.

(b) initiate a crisis management call with the Partner to discuss and attempt to identify the source of the Partner Originating Problem and potential mitigations and remedies.

2.5.2 if the Partner does not complete the implementation of the patch to Connect API within (6) calendar months, or any given shorter period (as provided for below) Outpayce will also suspend the Link.

2.6 <u>New Releases</u>

2.6.1 <u>Outpayce right</u>. Outpayce can install New Releases which will be likewise governed by the Contract.

2.6.2 <u>Prior notice</u>. Outpayce will provide:

(a) at least one (1) calendar month notice to the implementation of any New Release that does not require code changes by the Partner; or

(b) at least two (2) calendar months prior notice to the implementation of any New Release that requires code changes by the Partner if these are not due to regulatory or security issues, in which case, they will be notified sixty (60) calendar days in advance in writing.

2.6.3 <u>Certificates</u>. Outpayce can renew any applicable certificates, which must be done with ten (10) calendar days' prior notice.

2.7 <u>Integration resources</u>. The Parties must provide the necessary resources for the implementation phase according to the roadmap agreed between the Parties' respective development and/or implementation teams.

2.8 <u>Partner governance</u>. The Parties will agree on the specific governance applicable to the Partner's support in the security processes in relation to the services offered by Partner and their integration into the Payment Platform via the Connect API, as may be amended from time to time.

3. Minimum integration system requirements

3.1 <u>Stable API</u>

3.1.1 <u>Minimum lifecycle</u>. Outpayce may release new versions of the Connect API and decommission old versions in accordance with the following:

(a) <u>Major versions</u>. Changes to Connect API are considered non-backward compatible but

Outpayce will support up to n-2 versions before migrating to the latest version.

(b)   <u>Minor version</u>. Changes to Connect API are considered backward compatible and Partners are given two (2) years to migrate to the latest version.

(c)   <u>Patch</u>. Changes to Connect API are carried out to fix major or security issues and Partners are given six (6) calendar months (unless a shorter period is required) to migrate to the latest version.

3.1.2   <u>Maintenance of Connect API</u>. Outpayce shall provide maintenance services in respect of Connect API, including the provision of information on the evolution of Connect API, upgrades and new versions thereof.

3.1.3   <u>Partner's obligations towards Connect API</u>

(a)   The Partner agrees to treat Connect API as Outpayce private, not share it without Outpayce's consent and not use it to be connected to another provider.

(b)   The Partner agrees to migrate to a new version once every two (2) years, subject to six (6) calendar months' prior written notice to be provided by Outpayce to the Partner. Outpayce's new version must be backward compatible with the one used at that time by Partner until the migration is fully completed by Partner. However, Outpayce encourages providers to upgrade to any new Outpayce release to benefit from new capabilities to serve better our joint customers as Outpayce will only maintain the three (3) latest versions of the APIs.

3.1.4   <u>Documentation</u>. Outpayce will provide documentation and reasonable support for 2 calendar months (during Outpayce's business hours) regarding the technical aspects for the implementation of the Link, which must include:

(a)   the ICP Document, which will be agreed by the Parties at the proposal of Outpayce.

(b)   the API Documentation, as well as examples of messages validating the correct functioning of the Payment Platform functionalities to be implemented by Partner. Outpayce will share the information with the Partner on a need-to-know bases. For example, some information relating to a Customer vertical may not be relevant for another vertical.

(c)   the Partner will provide support regarding the technical aspects for the implementation of the Link, which must include:

(i)   setting up and verifying the test and production links for which the Partner is responsible; and

(ii)   availability of test cards with Customer's ID/credentials to enable Outpayce to conduct tests in the test and production system for validation of all the possible use cases of the Link. The Partner is encouraged to align with test cards already used by Outpayce to ease the testing, if it is possible for the Partner.

3.1.5   <u>Secured communications</u>

(a)   All communication between Outpayce and the Partner must be secured and guaranteed in terms of confidentiality, integrity and authentication.

(b)   The use of (i) TLS and SSL certificates from public authorities and, (ii) when applicable and as deemed by Outpayce from time to time, SFTP and IPsec protocols or private networks, are acceptable. Any other solution must be mutually agreed upon by the Parties in writing.

3.1.6   <u>High availability and resiliency</u>

(a)   The Partner must provide (a) a system environment which is fully redundant at every layer of the system and (b) a network infrastructure with failover capabilities to ensure the continuity of the Partner's services with limited risk of outages.

(b)   The Partner must ensure the production environment is available twenty-four (24) hours per day / seven (7) days a week to deliver the Partner's services. Scheduled maintenance must be communicated to Outpayce at least with three (3) calendar months' in advance.

(c)   The system architecture must support high availability, reliability and prompt recovery of the Partner's services with no data loss.

(d)   Software loads and releases must be made transparent and notified in advance to Outpayce, at least with three (3) calendar months' notice.

3.1.7   Security review

(a)   Outpayce may conduct a security evaluation of each Partner Application at any stage, with reasonable support from Partner, which may include a qualitative assessment involving, amongst others, an interview with the Partner or a security testing (carried out by Outpayce or a third-party with the assistance of Partner). The status of Outpayce's review of a Partner Application may be disclosed by Outpayce at Outpayce's sole discretion.

(b)   Partner acknowledges that such security testing may in rare occasions cause downtime or other adverse effects on Partner's systems. The Partner agrees that Outpayce and Outpayce's agents and/or contractors conducting the testing will bear no responsibility for such adverse effects.

(c)   Partner is responsible for evaluating and testing each Partner Application as to its technology, functionality, performance, security, and user interface before the applicable Partner Application is submitted to Outpayce for review.

4.   Operating Services

4.1   Shared responsibility. The Parties must be responsible for ensuring that the Operating Services are provided to support the delivery of the services under the Contract.

4.2   Environments. The Operating Services must be provided in production and test environment services.

4.3   Service continuity. The Parties must provide service continuity to the Customers to support the recovery of the Partner's services and/or of any third party data centers to which the Partner is routing the transactions in the event of a disaster or a major disruption at Partner's primary data center which includes (i) back-up and recovery plans and (ii) an up-to-date disaster recovery plan (to be executed upon the occurrence of a disaster).

4.4   Partner Application maintenance and support services. Partner must perform application maintenance and support services which must include, but not be limited to, the following:

4.4.1   analyze the nature and cause of problems and resolve all problems related to the Partner's services.

4.4.2   rectify problems associated with the Partner's database and the Partner Application as soon as they occur.

4.4.3   perform preventive maintenance of the systems and Partner Application including application tuning and other initiatives aimed at improving the operational efficiency and reliability of the Partner's services and minimizing ongoing maintenance requirements.

4.4.4   maintain and manage systems documentation including an inventory of systems relating to the Partner's services.

4.5   Production environment services

4.5.1   <u>Description</u>. The production environment support services must include, but not be limited to, (i) managing and maintaining the systems environment, (ii) monitoring the performance of on-line and off-line traffic, (iii) taking immediate action to resolve system-related problems, (iv) managing the databases including the integrity of the databases which support the Partner's services and (v) supporting regular back-up and recovery activities.

4.5.2   <u>Outage information</u>. In case of outage, the Partner must provide detailed information on when the scheduled maintenance will take place, the expected timeframe for which the maintenance will apply, the expected timeframe of the outage and/or the impact, the applicable reasons and any relevant impact analysis to enable Outpayce to take the necessary actions.

4.5.3   <u>Information format</u>. All transfers of files and reports must be done using the SFTP including encryption of data. If applicable, such file transfers must comply with PCI-DSS requirements.

4.5.4   <u>Unit test and regression tests</u>. Partner must ensure that modifications made upon new releases, version updates and patches to the production environment of Partner Application will have mandatory "unit tests" and "regression tests" to confirm that no impact occurs to current functionalities in use by Outpayce or Customers.

4.5.5   <u>Modifications</u>. Any modification provided specifically to Outpayce and Customers must be implemented in accordance with the agreed change management process.

4.6   Test environment services

4.6.1   <u>Access to Partner's test environment</u>. The Partner must provide, operate and support a test environment for testing the connectivity to Connect API. Outpayce and Customers must be given access to one or more specific test environments, if required, to facilitate testing activities during development and/or integration including to validate the evolution of the Outpayce's software. For the avoidance of doubt, the test environment services must be available twenty-four (24) hours per day, seven (7) days per week.

4.6.2   <u>Availability of the Partner</u>. In addition, the Partner must provide support for testing activities during the Partner's non-standard working hours where it has been communicated to the Partner at least seventy-two (72) hours in advance. Such additional support services and the related charges must be discussed and agreed in advance in writing by the Parties.

4.6.3   <u>Availability. Usability. Test data</u>. The Partner's test environments must be available and usable. Test data (e.g. test cards) must be provided to Outpayce to allow the validation of all the production use cases in the test environment.

4.6.4   <u>Unit test and regression tests</u>. The Partner must ensure that modifications made upon version updates and patches to the test environments described above will have mandatory "unit tests" and "regression tests" to confirm that no impact occurs to current functionalities in use by Outpayce or Customers.

4.6.5   <u>Modifications</u>. Any modification specifically provided to Outpayce and Customers, other than standard technical or infrastructure changes, must be implemented in accordance with the agreed change management process. Where changes or modifications will or are expected to impact Outpayce and Customers' testing activities, Outpayce reserves the right to review the terms of the Contract. If the Partner modifies the test environments according to this section, such modified test environments must in any case provide the level of services required under the Contract.

4.6.6   <u>Connectivity</u>. Outpayce may request connectivity of the test environments to Outpayce systems or specific third-party systems to facilitate testing activities. Such connectivity, as well as the related charges, where applicable, will be discussed and agreed in advance in writing between the Parties.

4.6.7   <u>Additional test services</u>. Outpayce may request test services in addition to the ones described above. In this case, such additional test services, as well as the related charges, will be discussed and agreed

by the Parties.

4.6.8 <u>Access to Outpayce's test environment</u>. If the Partner is provided with access by Outpayce to a test environment, such access shall be provided solely for the purpose of testing the connection of the Partner Application to the Payment Platform. For the avoidance of doubt, Partner is not permitted to grant access to Partner Application to any Outpayce APIs in production until the Partner Application has passed certification. The Partner should not use sensitive data in any testing tool facilitated by Outpayce.

4.7 <u>Outpayce's Network Services</u>

4.7.1 <u>Private networks.</u> Use of TLS and IPSec protocols or the use of private networks is acceptable, but any other solution must be agreed in advance with Outpayce. Automated file transfers must be done using SFTP regardless of the type of network connectivity implemented. Manual File Transfers can use the Outpayce data exchange portal accessible via the Internet, using https protocol. To allow data traffic between Outpayce and the Partner, messages and notifications sent by the Partner must originate from a defined IP as notified by Outpayce to the Partner.

4.7.2 <u>Redundancy and alternative routing</u>. Both the Partner and Outpayce must manage, monitor and ensure sufficient redundancy and alternative routing of the Partner's network.

4.7.3 <u>Recovery</u>. The Partner must manage the recovery of network-related problems where the problem resides in Partner's network including any third party contracted services interfacing with Outpayce as necessary and must verify restoration of availability following problems with such network.

4.7.4 <u>Changes in the network</u>.

(a) <u>By both Parties.</u> Where either Party plans to make changes to the other Party's network (such as a re-design or a re-engineering of the network) and where such changes could impact the Partner's services, such Party must discuss and obtain the other Party's approval in advance (which shall not be unreasonably withheld).

(b) <u>At the proposal of Outpayce.</u> Upon written request of Outpayce, Partner will cooperate with and assist Outpayce and implement any changes required by Outpayce for optimizing the Outpayce's Network Systems.

4.7.5 <u>Additional Outpayce's Network Services</u>. If the Partner requires additional Outpayce's Network Services (such as connectivity, hosting, etc.), the related charges, where applicable, must be discussed and agreed in advance between the Parties.

4.7.6 <u>Partner responsibilities</u>. The network responsibilities will be defined and shared following the connectivity option implemented between the Parties (e.g. shared responsibility in case of connections over public internet or half-managed VPN, Partner's responsibility in case of private lines to Outpayce's point of connection, etc.).

4.7.7 <u>Capacity planning services</u>. The Partner must monitor system and network utilization, capacity limits and review the expected capacity requirements to ensure sufficient capacity is available to deliver the Partner's services.

4.8 <u>Help-Desk services</u>

4.8.1 <u>Availability</u>. Partner must ensure a trained and dedicated point of contact fluent in English to report, investigate and resolve any issues related to the Partner's services suffered by Outpayce or any Customer, available twenty-four (24) hours per day, seven (7) days per week.

4.8.2 <u>Ownership</u>. The Partner must retain overall ownership of all problems reported to the Help-Desk by Customer until resolution of the problem and investigate and resolve all problems related to the Partner's services. The Partner must receive and retain overall responsibility and ownership of all calls placed with the Help-Desk until recovery of the problem or the call is closed.

Latest update: November 7, 2024

4.8.3 <u>Prior investigation</u>. The Help-Desk must investigate the problem before escalation to the Outpayce's help-desk and must provide the information required for Outpayce to resolve the problem, if the problem lies on Outpayce.

4.8.4 <u>Partner Governance Document</u>. The details for the Help-Desk services as well as any other relevant point of contact must be separately discussed and agreed by the Parties under the Partner Governance Document.

4.9 <u>Facilities management and support services</u>. The Parties must ensure the establishment and maintenance of appropriate facilities, equipment and supplies at their data center locations, and a properly trained and appropriately sized management and staff to provide the Partner's services in accordance with this Appendix.

4.10 <u>Operational procedures</u>

4.10.1 <u>Incident management. Obligations of the Partner</u>. The Partner must:

(a) receive incident reports from the Outpayce's help-desk categorized according to the business impact of each incident and based on severity levels.

(b) not reassign a severity level without the prior written approval of Outpayce.

(c) open incident records and provide regular updates to Outpayce in the form and according to the procedures agreed with Outpayce.

(d) provide notification to Outpayce of critical outages and provide Outpayce with regular progress updates of the incidents.

(e) undertake a review analysis of the incident, where necessary, and engage in incident recovery including identifying preventive measures and implementing fixes where the root cause resides with the Partner.

(f) monitor, control and manage all incidents arising relating to the Partner's services using an automated incident tracking system.

(g) perform proactive and reactive troubleshooting and incident management including proactive monitoring, logging, tracking, escalation, review and reporting (historical and predictive) for all incidents.

(h) develop and document detailed incident management procedures jointly with Outpayce.

(i) automatically prioritize high-impact outages and ensure the Partner's services are restored as quickly as possible.

(j) provide Outpayce with access to the Partner's tool for reporting incidents in relation to the Partner Application.

4.10.2 <u>Incident management. Obligations of Outpayce</u>. Outpayce must:

(a) inform the Partner of all incidents arising with the Partner's services as soon as they are detected by Outpayce.

(b) categorize incidents considering the business impact of each incident and in accordance with the severity levels defined.

(c) provide information and support to the Partner in the process of incident management to ensure timely resolution of the incidents and recovery of the Partner's services.

(d) escalate unresolved incidents in accordance with these standards and the agreed escalation

procedures.

4.10.3 <u>Joint operational procedures. Mutual obligations</u>. The Parties will:

(a) agree on the joint Security Processes and procedures such as those involving incident management and the help-desk interfaces between the Help-Desk and Outpayce's help-desk.

(b) update the documents to reflect any changes to the joint agreed Security Processes and procedures.

(c) follow the procedures agreed.

<p style="text-align:center">*******</p>