

RECITALS

- I. Outpayce and Partner entered into a Framework Agreement. This agreement includes the general terms and conditions that govern the relationship between the Parties.
- II. Now the Parties want to enter into this Pure Reseller Module to outline the particular terms applicable to the resale of the Partner's solutions.

CLAUSES

1. Structure and purpose

- 1.1 Framework Agreement and Enrollment Form. The terms of the Framework Agreement and the Enrollment Form apply to this Pure Reseller Module.
- 1.2 Purpose. This Pure Reseller Module outlines particular terms regarding (a) the reseller services that the Partner will provide to Customers, (b) the services that the Partner will provide to Outpayce, (c) the services that Outpayce will provide to the Partner, and (d) the reseller fees that Outpayce will pay to the Partner for the provision of these services to Outpayce and the Customers.

2. Definitions

- 2.1 Framework Agreement defined terms. Terms defined in the Framework Agreement will be used in this Pure Reseller Module.
- 2.2 Pure Reseller Module defined terms. In addition to the terms defined under the Framework Agreement, capitalized terms used in this Pure Reseller Module will have the meanings ascribed to them below and in Appendix 3.3 to this Pure Reseller Module and the data privacy agreement described below:

Pure Reseller Module Means this agreement, in which the Parties set forth the terms and conditions applicable to the referral of the Partner's services through the Payment Platform.

3. Partner's reseller services

- 3.1 Partner's services. The Partner will provide to Customers, through the Payment Platform, the payment services described in the Enrollment Form.
- 3.2 License. The Partner grants to Outpayce a world-wide, non-exclusive, non-transferable and non-sublicensable (except to Customers under the terms of this Pure Reseller Module) license on the Partner software and documentation provided under this Agreement.
- 3.3 Service levels. The Partner will comply with the service levels attached in Appendix 3.3 to this Pure Reseller Module.
- 3.4 Reach. The Partner must keep Outpayce informed about the reach of the reseller Partner's services, as well as any potential decommissioning of any link.
- 3.5 Link updates. The Partner must keep the link with Outpayce updated and upgraded at its own cost, to provide the best service to Customers.
- 3.6 Marketing materials. The Partner will provide all the marketing collateral, brand guidelines and other promotional materials requested by Outpayce, and keep them updated.

4. Reselling the Partner's services

- 4.1 Liaison. If any Customer is interested in utilizing the Partner's services, Amadeus, Outpayce or their Affiliates will inform the Partner and provide information about the lead. Amadeus, Outpayce and/or their Affiliates will

manage the commercial relationship with Customers, in any case.

4.2 Customer Agreement. Amadeus, Outpayce and/or their Affiliates will enter into a Customer Agreement and inform the Partner. For the sake of clarity:

4.2.1 The Partner will not be a party to such Customer Agreement.

4.2.2 Any negotiation of the pricing for the reseller Partner's services will be managed directly between (a) Amadeus, Outpayce and/or their Affiliates and (b) the Customer. In no event will the Partner disclose the reseller price to the Customer.

4.2.3 The Partner will be responsible *vis-à-vis* Amadeus, Outpayce and/or their Affiliates for the provision of the reseller Partner's services.

4.3 Rejected Customers. The Partner will have the right to decline providing the reseller Partner's services to Customers only (a) if the Customer did not pass a KYC with the Partner during the preceding calendar year from the date in which Outpayce requests the provision of the reseller Partner's services, (b) in case of reasonable and evidenced suspicion of Corrupt Practices of the Customer, or (c) if the Customer appears in any sanction list applicable to the country in which the Partner is located. In these cases, the Partner will notify Outpayce within five (5) calendar days since Outpayce's request to provide the resold services, and provide information about the reason for such rejection.

4.4 Amendment of the Customer control form. Once the Customer becomes a client of the reseller Partner's services, the Parties will update and exchange the Customer control form to keep track of the Customers receiving the reseller Partner's services through the Payment Platform.

5. Reseller fees. Invoicing and payment of invoices

5.1 Reseller fees. Outpayce will pay the reseller fees set out in the Enrollment Form.

5.2 Rebates. Outpayce will be entitled to certain rebates if the Partner fails to comply with the service levels, as stated in Appendix 3.1 to this Pure Reseller Module.

5.3 Invoicing. Within forty-five (45) calendar days from the end of each calendar quarter, the Partner will invoice Outpayce the reseller fees owed for the preceding calendar quarter (Gregorian calendar). That is, the invoice with the reseller fees due for the first calendar quarter (January to March, both included), will be provided by the Partner on or before May 15th.

5.4 Currency and data retrieval. The invoice will be provided in EUROS and will include the number of transactions processed through the Payment Platform for each Customer.

5.5 Maturity. Invoices will be payable within sixty (60) calendar days from the date of receipt.

5.6 Method of payment. Unless otherwise stated by the Partner in the relevant invoice, Outpayce will pay the reseller fees by wire transfer to a bank account designated by the Partner, without setting off any other amount.

5.7 Late interest. Any payment under this Pure Reseller Module made after the date such payment is due and payable will bear interest as of the day after the date such payment was due and payable and will continue to accrue such interest until such payment is made at a rate equal to the lesser of either (a) two percent (2%) per month (30-day month), as of the date such payment was due and payable, or (b) the maximum rate permitted by the Law (if the rate contemplated in subsection (a) above exceeds the maximum rate permitted by Law).

5.8 Disputed amounts. As an exception to the foregoing, amounts disputed in accordance with section 6 of this Pure Reseller Module will not accrue interest for any of the Parties.

6. Discrepancies and disputed invoices

- 6.1 Term to dispute invoices. Outpayce will have forty-five (45) calendar days from the date of receipt of the relevant invoice to dispute it, otherwise such invoice will be regarded as accepted by Outpayce.
- 6.2 Disputing invoices. If Outpayce finds any discrepancy in any given invoice, Outpayce will notify the Partner as soon as feasible within this period of forty-five (45) calendar days from the date of receipt of the invoice, and pay the undisputed amounts of the invoice.
- 6.3 Good faith discussions. Following the notice of dispute, the Parties will attempt to clarify the disputed amounts in good faith, for a period of thirty (30) calendar days (unless otherwise extended in writing by the Parties).
- 6.4 Escalating disputes. Auditor.
- 6.4.1 Nomination of the auditor. If the Parties fail to reach an agreement within such a period of thirty (30) calendar days, Outpayce can appoint an external third-party reputable auditor (which cannot be the Partner's own auditor) to review the disputed amounts only. Outpayce will bear the cost of the auditor. The Partner will cooperate in good faith with the auditor nominated by Outpayce, granting reasonable access to the relevant books and records to inspect and verify the accuracy of the disputed amounts.
- 6.4.2 Confidentiality. The auditor must be subject to confidential obligations in the agreement with Outpayce before having access to the relevant books and records.
- 6.4.3 Limited scope and frequency. The scope of the audit will be strictly limited to the disputed amounts. Audits can occur only once (1) per calendar year.
- 6.4.4 Binding, non-appealable decision. The auditor's conclusion will be binding and not appealable by the Parties.
- 6.4.5 Reseller fee adjustment. If, following an audit, the reseller fees need to be adjusted, such adjustment will take place in the following invoice issued by the Partner (e.gr., if any reseller fee adjustment is settled in May -quarter April to June, both included-, the reseller fee adjustment will be reflected in the invoice issued on August 15th). Amounts disputed in accordance with this section will not accrue interest for any of the Parties.

7. Data Protection

- 7.1 Data Protection agreement. The Parties will comply with the data protection agreement available here.

8. Termination scenarios

- 8.1 Termination of the Pure Reseller Module.
- 8.1.1 Mutual agreement. The Parties can agree to terminate the Referral Module at any time, for any given reason, by mutual written agreement.
- 8.1.2 Non-renewal of the Pure Reseller Module on expiration dates. Either Party can give notice of non-renewal of the Pure Reseller Module in conformity with section 3.4 of the Framework Agreement.
- 8.1.1 Termination of the Framework Agreement. If the Framework Agreement is terminated, this Pure Reseller Module will be automatically terminated.
- 8.2 Termination of the Customer Agreement. Amadeus, Outpayce and their Affiliates, as well as the Customer, can terminate the Customer Agreement in conformity with the terms of such agreement.
- 8.3 Termination of reseller services requested by the Customer. Customers can request Amadeus, Outpayce and/or their Affiliates to stop providing one or several reseller Partner's services through the Payment Platform, in conformity with the terms of the Customer Agreement.

8.4 Decommissioning reseller Partner's services. The Partner can decommission one or several reseller services offered by Amadeus, Outpayce or any of their Affiliates to Customers, provided however that business continuity with Customers is secured through the Partner or any other provider. If migration to another provider is required, the Partner will compensate Outpayce for such migration efforts.

9. Consequences of termination

9.1 Termination of the Pure Reseller Module

9.1.1 Vested rights, remedies, and actions. Termination of the Pure Reseller Module will not prejudice or affect any vested right, action or remedy of the Parties. That is, upon termination of the Pure Reseller Module on any grounds, the Parties will remain liable for any outstanding amount due and/or obligations arising thereof, including, for the avoidance of doubt, the obligation to indemnify the other Party for any damage suffered in connection with the Pure Reseller Module.

9.1.2 Disengagement & handover – business continuity

(a) The Partner will cooperate with Outpayce and use its best efforts to complete a smooth exit plan and ordered hand-over of the Partner's services, avoiding (i) any discontinuance or interruption of the reseller Partner's services until the termination of the Contract, and (ii) any inconvenience to Outpayce and the Customer(s) involved.

(b) For such purposes, Outpayce will notify the Partner who will provide the reseller Partner's services from the date of expiration/termination of the Contract (if any).

(c) Within thirty (30) calendar days of such notice, the Partner will deliver the exit plan to Outpayce. The exit plan will include, amongst others, the steps that the Partner will take to hand over the reseller Partner services to the new provider.

9.1.3 Continued support to Customers – business continuity. If Outpayce so requests, both Parties will use their best efforts to support the provision of the reseller Partner's services to any Customer until the end of the Customer Agreement, as stated in the Customer control form.

9.1.4 Return & destruction of documents and information. At the other Party's request, the requested Party will return or destroy (where reasonably practicable and subject to Applicable Laws and ongoing use rights necessitating retention of a copy):

(a) any Intellectual Property material belonging to the requesting Party, together with all copies thereof (unless otherwise agreed between the Parties).

(b) all documents and information, in any format, containing, referring to, or related to the Confidential Information of the requesting Party and/or its Affiliates.

9.1.5 Survival of the Contract. The Contract will survive termination of the Pure Reseller Module, except if such termination implies of all the Modules will imply termination of the Contract.

9.2 Termination of the Customer Agreement. If the Customer Agreement is terminated for any reason, Outpayce will give notice to the Partner, indicating the termination date of the contract.

9.3 Termination of services requested by the Customer. If any Customer requests termination of the reseller Partner's services through the Payment Platform, then Outpayce will give prompt notice to the Partner, indicating the date of termination of conveyed by the Customer.

9.4 Decommissioning reseller Partner's services.

9.4.1 Disengagement & handover – business continuity

- (a) The Partner will cooperate with Outpayce and use its best efforts to complete a smooth exit plan and organized hand-over of the decommissioned reseller Partner's services, avoiding any inconvenience to Outpayce and the Customer(s) involved.
 - (b) Outpayce will notify the Partner who will provide the reseller Partner's services from the date of expiration/termination of the Contract (if any).
 - (c) Within thirty (30) calendar days of such notice, the Partner will deliver the exit plan to Outpayce. The exit plan will include, amongst others, the steps that the Partner will take to hand over the decommissioned Partner services to the new provider.
- 9.4.2 Continued support to Customers – business continuity. If Outpayce so requests, both Parties will use their best efforts to support the provision of the reseller Partner's services to any Customer until the end of the Customer Agreement, as stated in the Customer control form.

PARTNERSHIPS - PURE RESELLER MODULE

Appendix 3.3 - Service Levels

1. Definitions

Availability	Means all the minutes of service of the Partner's systems during one calendar (1) month, calculated in conformity with section 2.1.1 of this Appendix.
Extraordinary Outages	Has the meaning given in Section 2.3.1 of this Appendix.
Incident	Means any failure of the resold Partner's services, classified according to four levels of severity described in this Pure Reseller Module.
Response	Means (a) an acknowledgement of receipt (by phone, email or web tool) of an Incident reported by the Customer, Amadeus, Outpayce and/or any of their Affiliates, or (b) a notification (by phone, email or web tool) from the Partner to Outpayce, if the Partner identifies the Incident before the Customer, Amadeus, Outpayce or/or any of their Affiliates
Resolution	Means where the reseller Partner's service affected by the Incident is back to normal, in terms of functionality, bandwidth and performance.
Scheduled Downtime	Has the meaning given in Section 2.2.1 of this Appendix.
Severity level 1	Means an Incident that results in the complete unavailability of any of the reseller Partner's services preventing the processing of payment transactions through the Payment Platform.
Severity level 2	Means an Incident that results in a significant failure or deterioration of the performance or functionality of treatment of payment transactions, but does not give rise to the complete unavailability of the reseller Partner's services.
Severity level 3	Means an Incident that results in a minor, non-blocking failure or deterioration of the performance or functionality of processing payment transactions.
Severity level 4	Means a Support Request or an information request which is not linked to any failure or deterioration of the performance or functionality of the reseller Partner's services, or to processing payment transactions.
Ticket Number	Means the ticket that the Partner will create and share with Outpayce for each Support Request. This ticket number will be used until the Resolution of the underlying Incident.

2. Description of service levels

2.1 Availability of the Partner's system

2.1.1 Calculation. The Availability of the Partner's system will be calculated as follows:

$$\text{Availability} = \frac{\text{TSH} - \text{TUDT}}{\text{TSH}} \times 100$$

A = % of Availability over the month

TSH = Total Service Hours [(days of the month x twenty-four hours x 60 min [service start times) – Scheduled Downtime – Extraordinary Outages – time (in minutes) of failures

PARTNERSHIPS - PURE RESELLER MODULE

arising out of Force Majeure Events]]

TUDT = Total Unscheduled Downtime

2.1.2 Monitoring tool. The performance, availability and downtime of the Partner’s systems will be recorded and monitored using the Partner’s incident management systems (incident ticket and monitoring tools).

2.2 Scheduled Downtime

2.2.1 Definition. The period of time during which the Partner will conduct any planned maintenance and/or modification of the Partner’s systems, with interruptions or degradation of the affected services (“**Scheduled Downtime**”).

2.2.2 Notice. Outpayce must be informed in writing at least thirty (30) calendar days in advance of any Scheduled Downtime.

2.2.3 Timing for Scheduled Downtimes. The Partner will use its best efforts to carry out Scheduled Downtimes between 10.00 pm and 6.00 am Madrid time.

2.2.4 Maintenance without Scheduled Downtime: The Partner will mainly carry out maintenance work not affecting the service between 8.00 am and 8.00 pm Madrid time.

2.3 Extraordinary outages

2.3.1 Definition. Extraordinary circumstances. In addition to Scheduled Downtimes, outages of the service are permitted in extraordinary circumstances that must be disclosed to Outpayce (“**Extraordinary Outages**”).

2.3.2 Limitations. Extraordinary Outages will be subject to the following conditions:

- (i) Must be disclosed to Outpayce as soon as possible, at least seven (7) calendar days in advance.
- (ii) Extraordinary Outages will not exceed sixty (60) minutes per calendar year.
- (iii) Each Extraordinary Outage will be limited to forty (40) minutes.

3. Service levels

Performance metric	Service level
Availability of the Partner’s platform (uptime)	
Minimum Availability	99.99%
Scheduled Downtimes	
Maximum number of minutes of Scheduled Downtime per calendar quarter	30 minutes
Maximum number of Scheduled Downtimes windows per calendar quarter	1 window
Minimum prior notice	30 calendar days
Extraordinary Outage	

Performance metric	Service level
Maximum number of minutes of Extraordinary Outage per calendar year	60 minutes
Maximum number of minutes of Extraordinary Outage per window	40 minutes
Minimum prior notice	7 calendar days
Response time	
Severity 1 – Response time	30 minutes
Severity 2 – Response time	2 hours
Severity 3 – Response time	1 calendar day
Severity 4 – Response time	2 calendar days
Resolution time	
Severity 1 – Resolution time	2 hours
Severity 2 – Resolution time	4 hours
Severity 3 – Resolution time	3 calendar days
Severity 4 – Resolution time	5 calendar days

4. Partner help desk

4.1 Working days & hours. The Partner will provide support twenty-four (24) hours per day, seven (7) days a week (Monday to Sunday, both included), including bank holidays in Madrid (Spain).

4.2 Language. The Partner will provide support in English.

5. Reporting Incidents

5.1 Reporting channels. Outpayce can report Incidents to the Partner via:

5.1.1 Web-ticket tool. Outpayce can use the web reporting tool provided by the Partner to fill in online pro-forma reports.

5.1.2 Email. Outpayce can use any of the emails provided by the Partner for these purposes.

5.2 Access to Web-ticket tool. The Partner will provide access to an automated web-ticket creation tool for all the employees that Outpayce requests.

5.3 Ticket Number. The relevant Ticket Number will be used all throughout the Incident window for communication between the Parties.

6. Service Credits

6.1 Rebates. If The Partner fails to meet any of the service levels set out in this Appendix, Outpayce will be entitled to a rebate on the reseller fees applicable, calculated as a percentage of the reseller fees due by Outpayce each calendar month.

6.2 No liquidated damages. These rebates are a reduction in the price of the service provided by the Partner that

does not meet the minimum service levels committed (*'quanti minoris'*).

6.3 Rebates & set-off. Outpayce will be entitled to set off the rebate against the reseller fees provided for in the following invoice.

6.4 Rebate matrix

Description	Rebate
Monthly Availability of the Partner's systems	
99.99% > Availability ≥ 99.97%	5% of the reseller fees for such month
99.97% > Availability ≥ 99.95%	10% of the reseller fees for such month
99.95% > Availability ≥ 99.93%	15% of the reseller fees for such month
99.93% > Availability ≥ 99.90%	20% of the reseller fees for such month
Availability ≤ 99.90%	50% of the reseller fees for such month
Scheduled Downtimes	
More than one (1) Scheduled Downtime window per calendar month	EUR 500 per each additional Scheduled Downtime window
Prior notice of Scheduled Downtime below thirty (30) calendar days	EUR 300 per each calendar day's prior notice missing
Extraordinary Outages	
Prior notice of Extraordinary Outage below seven (7) calendar days	EUR 600 per each calendar day's prior notice missing
Response time	
Severity 1 – Response time exceeding thirty (30) minutes	EUR 100 per minute
Severity 2 – Response time exceeding two (2) hours	EUR 100 per hour
Severity 3 – Response time exceeding one (1) calendar day	EUR 100 per calendar day
Severity 4 – Response time exceeding two (2) calendar days	EUR 100 per calendar day
Resolution time	
Severity 1 – Resolution time exceeding two (2) hours	EUR 100 per hour
Severity 2 – Response time exceeding four (4) hours	EUR 100 per hour
Severity 3 – Resolution time exceeding three (2) calendar days	EUR 100 per calendar day
Severity 3 – Resolution time exceeding five (5) calendar days	EUR 100 per calendar day
